



**RFP # R18017**  
**FOOD SERVICE OPERATIONS AT**  
**JOLIET JUNIOR COLLEGE**

**MANDATORY PRE-PROPOSAL MEETING:**

**January 7, 2019**  
**11:00 A.M. CST**  
**1215 HOUBOLT ROAD'**  
**JOLIET, ILL**  
**BUILDING A -ROOM 1002**

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**REQUEST FOR CLARIFICATION**  
**QUESTIONS DUE:**

**January 21, 2019 @ 2:00 P.M. CST**

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**RFP DUE DATE:**  
**January 28, 2019 @ 2: 00 p.m. CST**

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## **Request for Proposal Food Services Operation**

**RFP Opening DATE  
January 28, 2019 – 2:00 P.M. CST**

### **Background**

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined 14,912 full time and part time students enrolled in Spring 2018 classes and 1,950 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district. JJC has approximately 15,000 students per year enrolled in credit courses.

### **Vision Statement**

Joliet Junior College will be the first choice.

### **Mission Statement**

Joliet Junior College is an innovative and accessible institution, dedicated to student learning, community prosperity, cultural enrichment, and inclusion. Joliet Junior College delivers quality lifelong learning opportunities empowering diverse students and the community through academic excellence, workforce training, and comprehensive support services.

### **Overview**

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is seeking proposals from qualified food service vendors ("Contractors") who will provide hot entrees, grill items, made-to-order sandwiches, a salad bar, soups, grab- and- go foods, hot and cold beverages, including healthy options for Joliet Junior College students and employees. A majority of our students' courses are held Monday through Thursday. There may also be a need for Contractor to provide services during evenings.

A successful bid will include three key elements:

1. A proven track record of providing quality food service in a high-energy, high volume environment;



2. The ability to provide a variety of foods including healthy options at reasonable prices; and
3. A commitment to sustainable practices.

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.

## **CURRENT JOLIET JUNIOR COLLEGE FOOD SERVICE OPERATION OVERVIEW**

### **Facilities & Staff:**

The College currently operates its own food service operation which encompasses a cafeteria at the Main Campus, two outlet kiosks (one in the D mall, and one in J Building), and a catering operation for internal and external clients.

The college currently employs eight (8) full-time staff and 28 part-time staff. The eight (8) full-time staff are members of the Service Employees International Union, Local 1, Firemen and Oilers Division bargaining union.

### **Hours of Operation:**

#### Fall and Spring Hours:

Monday – Thursday: 7:00am – 6:30pm  
 Friday: 7:00am – 2:00pm

#### Summer:

Monday – Thursday: 7:00am – 2:00pm  
 Friday: Closed

### **Financials:**

Gross Sales 2014-15 - \$1,473,291  
 Gross Sales 2015-16 - \$1,445,702  
 Gross Sales 2016-17 - \$1,435,742  
 Gross Sales 2017-18 - \$1,328,475

### **Demographics:**

#### **Students**

TOTAL FALL 2018 ENROLLMENT      14,726

<u>Male</u>	<u>Female</u>
6,573	8,153
<b>Full Time</b>	4,685
<b>Part-time</b>	10,041



<b><u>Under 20</u></b>	<b><u>20-30</u></b>	<b><u>30+</u></b>
8,485	4,175	2,241

**Ethnicity**

White	56 %
Latino	28 %
African- American	10 %
Asian	3 %
Native-American	1 %
Unknown/Not Reported	2 %

**Main Campus Fall 2018 Enrollment** 7,156

**Staff**

The College currently employs 517 full-time faculty and staff and approximately 482 part-time faculty and other hourly employees.

**I. RFP SCHEDULE**

Date (2018-2019)	Event
December 11, 2018	Vendors contacted via email / advertised
January 7, 2019 – 11:00 A.M. -12:00 P.M. CST, 1215 Houbolt Road , Joliet, Illinois 60431 Room A-1002	Mandatory Pre-Proposal Meeting
January 14, 2019 @ 2:00 p.m. CST	Last date/time for submission of written questions via email to purchasing@jjc.edu
January 21, 2019 @, 5:00 p.m. CST	Responses to questions emailed
January 28, 2019 by 2:00 p.m. CST	Proposals must be submitted to the attention of: Janice Reedus, Director of Business & Auxiliary Service, Campus Center Building A, Room 3100, 1215 Houbolt Road, Joliet, IL 60431
January 29- February 8, 2019	JJC Evaluation Team reviews proposal



Week of February 11 <sup>th</sup> , 2019	Presentations by three top short-listed firms
March 15, 2019	Notification of Award

## II. INSTRUCTIONS TO VENDORS

**Advice:** The department responsible for this RFP is the Business and Auxiliary Services located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be Janice Reedus, Director of Business & Auxiliary Services, telephone (815) 280-6640; fax (815) 280-6631.

Questions concerning this RFP will be answered if sent to the Purchasing Department via email to [purchasing@jic.edu](mailto:purchasing@jic.edu) on or before **January 14, 2019 @ 2:00 p.m. CST.**

All questions and answers will be published and provided to all potential suppliers by end of business day on **January 21, 2019.**

**Submission:** the submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). RFPs must be submitted on the forms provided in a sealed envelope clearly marked (typed or blocking lettering only) with the vendor's name, return address, **RFP for FOOD SERVICE OPERATIONS**, the opening date and time. **An original and four (4) copies of the RFP, and a complete electronic copy (DVD or flash drive) of the proposal shall be provided.** Each hard copy shall be submitted in a binder. RFPs must be addressed to Joliet Junior College, Janice Reedus, Director of Business & Auxiliary Services, Campus Center Room A3102, 1215 Houbolt Rd., Joliet, IL 60431-8938.

RFPs not submitted in the format as instructed by this RFP will not be accepted. Addendums to this RFP, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the opening hour.

Receipt of RFP / Late RFP: Sealed RFPs shall be received at the place and until the time indicated in this RFP. It is the sole responsibility of the vendors to ensure timely delivery of the RFP. JJC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will



# JOLIET JUNIOR COLLEGE

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represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Director of Business and Auxiliary Services or Joliet Junior College.

**Addenda:** The only method by which any requirement of this solicitation may be modified is by written addendum.

**Proposal Due Date:** The proposal must be received on or before **January 28, 2019 at 2:00 p.m. CST** at the Business and Auxiliary Services Department, Campus Center, Room A3100, 1215 Houbolt Rd., Joliet, IL 60431-8938

**Insurance:**

1. The Contractor must furnish the College, prior to the commencement of services at the College, an insurance certificate and endorsements evidencing that it maintains with a company, licensed to do business in the State of Illinois, the following coverage:
  - a. Workers' Compensation: Statutory Limits  
Employee Liability: \$1,000,000 each accident;  
\$1,000,000 disease policy  
\$1,000,000 disease each employee
  - b. Comprehensive General Liability with minimum limits of \$2,000,000 each occurrence and \$4,000,000 aggregate, including blanket contractual liability and products liability.
  - c. Combined single limit of \$2,000,000 for Automotive Liability including non-owned and hired vehicle.
  - d. Any insurance proceeds available to the Contractor that are broader than or an excess of the specified limits of insurance shall be available to the College.
2. Contractor agrees to provide an endorsement to this policy stating such insurance is afforded by this policy shall be primary, and any insurance carried by the College shall be excess and noncontributory.
3. Contractor agrees to name the Joliet Junior College District 525, and its board of trustees, officers, agents, and employees as additional insured.
4. The certificate shall specify the date(s) when such insurance expires and shall further provide for thirty (30) days prior notification to the College of cancellation or material changes in coverage. Renewal certificates shall be in the College's



possession prior to expiration dates of all policies noted therein.

**Taxes:**

JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

**Indemnification:**

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the supplier.

**Disclosure:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

**Term of Contract:**

Any contract, which results from this RFP, shall be for a period of three (3) year(s) beginning July 1, 2019. Assuming continued availability of funding, JJC may, at its sole option and with the consent of the supplier renew the contract for up to an additional two (2) 1-year terms.

**Blackout Period:**

After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such vendors making such request shall email Janice Reedus, Director of Business & Auxiliary Services, at [purchasing@jic.edu](mailto:purchasing@jic.edu). No vendor shall visit or contact any College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. During the blackout period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

### III. GENERAL TERMS AND CONDITIONS

**Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.

**Purchase:** After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business and Auxiliary Services.

**Right to Cancel:** JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written



notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

**Governing Law and Venue:** This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

**Dispute Resolution:** JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

**Costs:** All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

**Proprietary Information:** Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

**Illinois Department of Human Rights Act:**

The parties to any contract (inclusive of subcontractors) resulting from this RFP hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this RFP must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

**Illinois Criminal Code of 1961:**

Responding vendors must not be barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

**Business Enterprise Program (BEP):**

Minorities, Females, and Persons with Disabilities Participation and Utilization Plan: Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities,





Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) web site to obtain additional details.

To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award.

Go to [https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor\\_Registration.aspx](https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx) for complete requirements for BEP certification. For applicable projects, vendors may be asked to submit a utilization plan and letter of intent that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

**Negotiation:** JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

**Award:** The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

**Retention of Documentation:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.

**Opening of Proposals:** Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

#### IV. **FORMAT FOR RESPONSE**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

**An original and four (4) copies of the RFP and a complete electronic copy (DVD or flash drive) of the proposal shall be provided.** Each hard copy shall be submitted in a binder. The original copy should be so noted and signed.

##### 1. **Title Page**

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

##### 2. **Table of Contents**



Clearly identify the materials by sections and page number(s).

### **3. Letter of Transmittal**

Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

### **4. Profile of the Vendor**

Indicate the number of people in the organization and their level of experience and qualification and the percentage of their time that will be dedicated to this process.

- a. Provide a list of the vendor's top five current and prior two-year community college clients indicating the type of services the organization has performed for each client.
- b. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.
- c. Indicate any third-party firms involved with your program and state their role(s).
- d. Provide contact information (name, phone number, and email address of at least three (3) references for projects of similar size and scope.

### **5. Scope Section**

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

### **6. Responses to Addendum**

### **7. Prices Responses**

### **8. Invoicing Procedure**

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

### **9. Proposed Contract**

Please submit a draft contract for the services being offered.

### **10. Bidder's Certification Statement**

## **V. EVALUATION**

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. The compensation structure is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the



most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of services the firm proposes to provide.
2. The extent to which the goods or services meet JJC needs.
3. The firm's overall experience, reputation, expertise, stability and financial responsibility.
4. The vendor's past relationship with JJC, if any.
5. The experience and qualifications of the staff that will be assigned to service JJC's account.
6. The ability to provide service in an expedient and efficient manner.
7. Quality and range of management reports
8. Vendor's financial terms offered to JJC.
9. The training options available.
10. The total, long-term cost to JJC to acquire the vendor's goods and services.
11. Vendor's status as a certified diverse business enterprise.
12. Any other relevant factor that a private business entity would consider in selecting a supplier.

## **VI. SCOPE OF WORK**

- A. The objective of this RFP is to acquire a contract for all food service facilities owned or operated at Joliet Junior College's Main Campus. The successful vendor will provide students, staff, faculty and guests a continuing food service operation wherein the quality, quantity and type of food, the manner of service and the economy of price to the consumer are the primary considerations and must be satisfactory and subject to the supervision and control of the College.
- B. Our students and staff require quality food at reasonable and affordable prices. The students and staff desire food that is quick to eat, in the grab-n-go category as well as a variety of healthy foods including organics, low fat and vegetarian options. The diversity of students on campus speaks to the need to offer an array of choices. Proposals should include a plan that primarily meets the food needs of students as the number one priority. The College also provides prepared food and supplies for the Early Childhood Center adhering to all required nutritional guidelines.
- C. Prospective bidders may submit proposals on one or both of the following options:
  - a. Operation of the Wolves' Den (Main Cafeteria) and all campus catering
  - b. Operation of Wolves Den and all Main Campus food service outlets (D Mall kiosk, and J outlet, and all campus catering)
- D. The College currently enjoys an excellent reputation for catering. The Contractor must demonstrate the knowledge, experience and capability necessary to maintain that reputation. Catering services will be competitive, accessible and affordable to a wide range of College consumers.



The Contractor shall submit a sample catering catalog or guide, including selections, procedures and prices with the proposal.

- E. Proposals should indicate in detail how challenges will be addressed related to the food service operation including specifically what modifications, additional equipment, etc. will be required.

**F. Management Capability**

1. The proposal must state precise plans for each step in assuming management control and describe the Contractor's ability to commit to staff and resources required to develop a responsive management structure. A statement of the Contractor's management philosophy should be included.
2. The proposal shall specify how the management personnel employed to fulfill the contract will operate organizationally. All management positions proposed by the Contractor should be listed with areas of responsibility clearly defined.
3. The proposal should include resumes identifying specific management personnel. The resume should describe the experience, education, background, specific professional accomplishments and any special qualifications. The resumes must include the names, addresses and telephone numbers of at least three (3) persons (preferably College administrators) who are in a position to evaluate them.
4. The proposal should describe corporate support services available to the campus along with proposed College management supervision, account load of the management personnel and proposed visitation schedules.
5. The proposal shall include a description of training programs used for management personnel emphasizing cultural intelligent customer service. The Contractor shall also describe training programs for other personnel and include information on the staff conducting the training, their background and qualifications and available training resources.
6. The proposal shall include a signed statement certifying compliance with applicable Federal and State equal employment opportunity laws.

**G. Technical Quality and Understanding of Operations**

1. The proposal shall include a complete estimated five (5) year Pro Forma operating statement.
2. The Contractor bidding on Food Services operation must submit a proposed operational plan with applicable menus and pricing to be provided. The proposal should also include a marketing strategy for the applicable components.



3. Any additional equipment or modifications required by the Contractor should be identified in detail.
4. The proposal must provide a sample catering catalog or guide with suggested menus and prices.
5. If the Contractor bids on kiosk (s), the proposal shall include a proposed menu for the kiosks including pricing. The proposal shall also include proposed renovation/concept(s) and general enhancement of the kiosks. The proposed renovation should be creative, attractive, show a high degree of flexibility and responsiveness to students' needs. Attention should be given to maximize the efficiency and productivity of the facility. The proposal should include menus, programming and marketing ideas. Additionally, the proposed renovation project should include a time line for completion. It is mandatory that is included in the contract.
6. The proposal shall include ways to strengthen the price/value relationship of all food service activities.
7. The Contractor must describe the procedures and capacity for interviewing, and hiring existing Food Services personnel including the Manager of Kitchen Operations and Food Service Manager.
8. If the Contractor, or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. The proposal should include a complete description of each facility to be operated including an evaluation of each unit, its capacity to provide the desired services and the resources required to efficiently handle a food service operation of the current or projected size and scope. A complete description of proposed modifications for marketing should be included.
10. The proposed commissions will be weighed along with all other requirements. Any additional financial arrangements in addition to commissions should also be included in the proposal.

## **H. Contractor's Experience and Capabilities**

1. The proposal must include a description of the general background, experience and qualifications of the Contractor in college and college services. The Contractor must list the colleges and universities it serves which have enrollments of 10,000 or more. A general description of the type of units (e.g., cafeteria, snack bar, etc.), period of time Contractor has served that contract and total sales volume for each campus for the period of July 1, 2014 through December 31, 2017 is also required. A list of currently operated nationally branded concepts and the location of each should be included. Also include the names, titles, addresses and telephone numbers of college



administrators (particularly the campus liaison) who are in a position to evaluate the operation. Any operations that have been terminated since July 1, 1995 and by whom, college or Contractor, is also required.

2. The proposal must include the location of the nearest account to the College and the nearest comparable account in size and scope to the College.
3. The Contractor shall supply the most current, certified year-end balance sheet and income statement.

## **I. Contractor's Responsibilities**

1. Cost of Operation.
2. Food products, kitchen, and server supplies.
3. Taxes, insurance, and labor including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance.
4. All uniforms, linens, towels, and laundry service.
5. Use biodegradable and/or environmentally- friendly paper goods and utensils.
6. Routine sanitation and cleaning of kitchen , kiosks, servery area , and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls.
7. Business operation expenses including data, telephone, and copier and all office supplies.
8. Transportation and vehicle costs required for food service operation.
9. Any costs associated with facility improvements or electrical upgrades required for additional Contractor provided equipment.
10. Any replacement of College-furnished or College-supplied equipment intentionally damaged or destroyed by Contractor and/or its employees.
11. Replacement or repair of any College-furnished or College-supplied equipment considered beyond normal wear and tear.
12. Acquire, at its own expense, all City of Joliet, State of Illinois, and Will County, liquor and business licenses as well as insurance and surety documents.
13. Acquire its own expense, point-of-sale, phone, computer, and internet systems.



14. Maintain an attractive appearance and excellent sanitation and maintenance of the leased space to meet or exceed all applicable City, State, and health agency standards.
15. Comply with all applicable federal, state, and local laws, regulations and ordinances, liquor laws, etc., including but not limited to the rules and regulations governing the use and operation of the college facilities.

## J. COLLEGE RESPONSIBILITIES

### 1. **Space and Facilities.**

- a. The College shall provide, as mutually agreed, the space and facilities reasonably required by the Contractor for the efficient operation of its food services, all of which shall be and remain the sole property of the College. **See Attachment A for the Equipment List and Floor Plan.**
- b. The College will provide all facilities for the use by the Contractor. Such facilities will include all kitchens, dining rooms, furnishings, adequate toilet facilities for the Contractor's employees and office space
- c. The College shall provide all necessary keys to insure the Contractor's supervisory personnel have adequate access to the food service and preparation areas.
- d. The College will provide trash collection, recycling, and pest control services.
- e. The College will provide all utilities (electricity, natural gas, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation.
- f. The college will assume responsibility for the cleaning and maintenance of the common areas outside of the security gates

2. **Administrative Liaison.** The College shall name an administrative liaison (Owners Representative) to function as the Contractor's primary contact for daily operations. In addition, the College shall designate one administrator who has final responsibility for administration of the contract and resolution of any disputes.

3. **College Inspection/Review.** The College reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service and facilities at any time with respect to the quantity, quality, grades and nutritional value of food proposed for purchase, the methods of service, the prices of menu offerings, the hours of service, and sanitation and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to the College. The College shall have input on the menu cycle and selection, both for the food service menu and the catering menu. We reserve the right to approve any changes in menu



or schedule other than those mentioned in this contract.

4. **Audits.** The College reserves the right of authorized administrative services personnel, or authorized representatives thereof, to conduct unannounced audits of cash control procedures, and financial reporting practices of the Contractor.

## **VII. GENERAL CONTRACT TERMS**

The relationship of the Contractor to the College shall be that of an independent Contractor. The College shall have no direct supervision of employees of the Contractor and any communication of employee matters shall be through the designated representatives of the Contractor and the College. The Contractor will operate upon its own credit and maintain a good credit rating. Notwithstanding any other provision herein, the contractor's use of College property for the purposes described herein shall not be exclusive, and the agreement between College and the successful Contractor is not and shall not be construed as a lease of College real property.

### **A. Food Services Center Operation**

1. The successful Contractor will provide hot entrees, a salad bar, soups, hot and cold beverages, sandwiches, pastries and other pre-prepared foods. Contractor may use the Campus Center kitchen facilities to prepare food sold. For each food service concept being proposed, the Contractor shall include a proposed product mix, menu including retail prices, and minimum food specifications.
2. The Contractor must provide prepared food and supplies to the Early Childhood Center adhering to all nutritional guidelines. The Early Childhood Center serves children 3 -5 years old. Number of meals /9 months/ ECC pays
3. The Contractor will be responsible for providing all labor and management. The Contractor will also be responsible for all supplies, materials, and equipment beyond that included in the Cafeteria that is necessary to provide food services at Joliet Junior College.
4. The Contractor must maintain services for all days the College is operating, with or without students. The minimum hours during regular operations are to be 7:00 a.m. through 6:30 p.m. Monday – Thursday and 7:00 a.m. through 2:00 p.m., Friday. Contractor and College must mutually agree upon hours during summer session and non-academic periods. The Contractor must supervise the facilities during all open hours.
5. The Contractor will be expected to participate in the college community by interacting with the College staff/students at regular meetings; remaining responsive to the suggestions, concerns and changing needs of the students and staff; promoting healthful eating habits; employing environmentally sound practices; providing a good working environment; and, cooperatively coexisting with the vending services.





6. The Contractor shall conduct a continuing program of inquiry into student preferences and attitudes toward the food services and shall be responsible to students' reasonable requests for changes. Including but not limited to, a Quarterly Customer Satisfaction Survey and Comment Cards are to be made available and used for this purpose. Results are to be tabulated and shared with the College Representative no less than once each semester.
7. Sustainability is a core value at Joliet Junior College, and it is necessary that a food service contractor support this value by emphasizing green business practices and offering organic and healthy choices in its menu plan.
8. This RFP does not include vending services or sales of product in the College bookstore. The College retains the right to contract for vending services, sell snack and beverage items in the bookstore and hold non-recurring fund raising events, and other associated student events on campus.
9. The Contractor will be required to purchase remaining food, beverage, and disposables inventory from FY 19. End of year FY18 inventory was valued at \$18,000.
10. The College retains the right to use the facilities other than the kitchens.
11. The Contractor shall be solely liable for any monies or product loss resulting from theft, vandalism, neglect or inattention. The College is entitled to full payment of its commissions for all lost or stolen items.

## **B. Beverage Service**

1. A variety of hot and cold beverages shall be offered for sale.
2. The Contractor agrees that no intoxicating or alcoholic beverages shall be kept, sold, or served upon the College premises (except amounts required for food preparation, i.e. cooking wine) without the express written permission from the College President.
3. The College reserves the right to have an exclusive contract with Pepsi or Coke.

## **C. Menu Specifications**

1. Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity.
2. Daily menus will be prominently posted in the cafeteria and on the College's website and made available to the College for posting at least one week in advance.
3. The College reserves the right to review all menus on a periodic basis to ensure the contract specifications are being met. The College prior to purchase must approve



all deviations.

## **D. Sanitation**

1. The utmost importance is placed on proper sanitation standards. The Will County Department of Health regulations for food service establishments must be maintained at all times. The Contractor must provide a copy of all Health Department inspection reports to the College Representative immediately following their receipt. The Contractor must address all compliance requirements within the timeframe mandated by the College or Will County Department of Health.
2. The kitchen will be kept immaculate. Kitchen includes serving area and cashier stations up to security screen. 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, alongside, or underneath refrigerators, range shelves or dish tables. The Contractor will flatten and set aside all cardboard into designated area. Hire outside contractor to pick up at least twice a week. The Contractor will also place all trash in trash compactor. The Contractor shall contact waste hauler to remove compacted trash. The Contractor will maintain and repair trash compactor.
3. The kitchen pot room and dish room will be cleaned and sanitized, with little or no excess water spills on the floor. The trashcans in the kitchen will all be lined wherever possible with plastic liners; none will be overflowing, and all will be emptied at the end of each day. The receiving dock will be clean, sanitary and will be free from debris and insects. The dock will not be used for storage of any kind.
4. All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil and dated in compliance with applicable code. Floors must be kept clean and free of any food or liquids.
5. Walls, ceilings, windows, ducts, fan blades and screens will be kept clean and free from dirt, dust and grease.
6. Floors will be cleaned and sanitized by washing and mopping on a daily basis and when spills occur. Dry sweeping is prohibited.
7. Steam tables, coffee urns, griddles, condiment tables, etc., will be cleaned at least daily.
8. Kitchen tables, meat grinders, knives, etc. will be cleaned and sanitized after each use.
9. Beverage counters, salad bars and other surfaces will be constantly wiped and kept in spotless condition throughout the day.
10. Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at



least once a day at the close of business, and shall be free from encrusted grease deposits and other soil.

11. Contractor will keep all dining areas, clean throughout the day. This includes trash removal, wiping tables, chairs, microwaves, trashcans. spot mopping floors and promptly cleaning up any spills or food items that spilled, etc. Walls, columns and windows shall be cleaned if soiled. Contractor shall perform a thorough detailed cleaning at the end of each day, which shall include cleaning all tables, spot cleaning chairs, mopping floors and under table supports, although care must be exercised when moving tables and chairs to ensure floor is not damaged.
12. Contractor, at its cost, will ensure that a vendor is secured for a monthly service to handle all grease rendering removal/clean up and reports are forwarded to the College's Environmental Health and Safety Department .
13. The Contractor will prevent excess grease from entering sinks and plumbing by keeping an inspection schedule. The contractor will also be required, at its cost, to pump the kitchen grease from grease traps as needed, but no less than annually.
14. The Contractor will assume full monetary responsibility for cleaning of vent ducts in food preparation areas.
15. The Contractor will be responsible for daily (and throughout the day) housekeeping, cleaning, sanitation and cleaning supplies for all food service facilities and equipment in the kitchen, kiosks, and servery area used by the Contractor. All areas must be maintained to College standards.
16. Contractor is responsible for clearing all sewer stoppages in a timely manner, unless such stoppage is the result of a damaged, collapsed or otherwise inoperable sewer line. Contractor is also responsible for minor fixture repairs, including faucets, spigots or other sink and basin components, repair and maintenance of exhaust fans, fire extinguishing equipment, cooking and food preparation equipment.
17. Contractor shall provide proof of all maintenance as required in this section. If not, the College will provide necessary services and Contractor agrees to reimburse College for all costs plus 29.5% administrative overhead. Contractor also understands that failure to comply with any part of the contract shall be cause for termination.

## **E. Catering**

1. A final catering menu must be submitted to the College within thirty (30) days of the contract award for approval.
2. The College must approve all changes to catering menus, portions and for all such services offered.



3. Contractor will have the first right of refusal for all catering events and must provide a catering exemption form for those cases where Contractor chooses not to provide the service.
4. Contractor must offer lower catering prices for internal events and student clubs.
5. Catering requests must be confirmed within three (3) days of submission or the Contractor forfeits any rights for the request.
6. The Contractor will be expected to utilize the College Master Calendar System (currently 25 Live from CollegeNet) to coordinate all special food events (catering, conferences, etc.).

## **F. Personnel**

1. As part of this RFP process, Contractor must agree to interview all current full and part-time Joliet Junior College employees and consider each employee for future employment. Contractor will make all final hiring decisions of existing employees. The College prefers the successful bidder will maintain the relationship with the collective bargaining unit.
2. The College Representative must approve assignment of management personnel and no changes in management personnel will be made without the prior consultation and consent. Management Personnel are defined as the Director of Food Services, Assistant Director of Food Services, Catering Director and Executive Chef.
3. The College reserves the right to participate in the annual review and evaluation of management personnel.
4. The Contractor will not discriminate against any employee or applicant for employment and because of race, creed, color, age, sex or national origin, and will make a diligent and continuing effort to ensure that they are afforded equal employment without discrimination.
5. All solicitations or advertisements for employees placed by or on behalf of the Contractor will state that all qualified applicants will be afforded equal employment opportunities without discrimination. The Contractor shall make every effort to hire Joliet Junior College students whenever possible.
6. The Contractor will assume full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions or any other Social Security legislation for its employees engaged in the performance of the agreement as a direct cost to the operation.
7. The Contractor's employees will strictly adhere to College regulations regarding



personal behavior.

8. The Contractor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel substitute for absent regular employees.
9. Students employed by the Contractor will be paid at least the prevailing Federal minimum wage. The College shall have the right to limit the number of hours each student may work, the nature of the work performed, and other conditions of employment that the College deems appropriate. The Contractor will provide annual data on number of students employed.
10. The Contractor must continue the College's partnership agreements with the Plainfield School Districts and Valley View Schools Work Trade Programs.
11. The Contractor shall secure worker's compensation insurance for the benefit of each of the persons employed by it in the operation of the food service program and keep said insurance during the term of this contract.
12. The Contractor must schedule and conduct an on-going employee training program which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation. All training programs shall be submitted to the College Representative for prior review and approval.

## **G. Nutrition & Communication**

Contractor will disseminate information and feature displays to educate its customers on healthy eating habits, e.g., nutritional requirements, nutritional content of foods served, descriptive packaging and labeling of food products, etc.

## **H. Environmentally Sound Practices**

Contractor agrees to employ environmentally sound business practices. It will further the College's efforts around recycling, composting, and water and utility conservation. In consideration of the environment, the College supports and in fact is mandated by the state to cut wastes and comply with recycling efforts.

## **I. Opportunity to Bid**

The Contractor shall be given the opportunity to bid on catered college-sponsored events. The Contractor should be in an enviable position for gaining catering business and will promote the food service business at large, if catering is executed to high levels of professionalism and culinary taste and presentation. The College, as represented by official student clubs, student government, and college activities, reserves the right to hold food sale fundraisers.



**J. Financial Accountability**

1. On a monthly basis, the Contractor shall submit a financial report showing all income and expenses (detailed operating statement covering its sales, food costs, labor costs, direct costs and service management fee and include the year-to-date accounting information) and commissions owed to the College.

The Contractor shall keep full and accurate records and accounts in connection with food service.

2. All such records shall be retained by the Contractor for a period of three years and may be audited by College officials or auditors at any time during working hours without prior notice. College commissions should clearly tie to the Contractor's income. Reports and commissions are due within twenty (20) calendar days after the close of each month.
3. On an annual basis, the Contractor shall notify the College Representative in writing on or before March 1, of any recommended change in menu and catering prices for the following academic year. All increases will be justified and limited to the amount of increase during the past twelve months of the Consumer Price Index. Proposed price changes will be supported by a market survey. Approval of such requests for increases will be at the sole discretion of the College.
4. The Contractor will be responsible for collection and payment of any required sales taxes.
5. The successful Contractor shall be required to submit a performance bond in the amount of \$100,000.
6. The Contractor will be responsible for repair and replacement of all equipment and small wares as needed for a successful continued operation. At the end of the contract, all initial inventoried equipment must remain in the facility, as it is property of the college.
7. The Contractor will assume full monetary responsibility for telecommunications services, both voice and data, local and long distance, equipment installation and monthly charges.
8. The Contractor will be responsible for the equipment and related charges for a point-of-sale system and swipe card program for students and College employees used in the food service program, including provision for declining balance accounts for financial aid recipients. The point-of-sale system must integrate with the College's Enterprise Resource Program (ERP) software. The current ERP system is Colleague from Ellucian.
9. The Contractor will provide such vehicles as required for food service usage and will



be responsible for all operating costs of such vehicles. All vehicles must be operated within College policies, rules and regulations.

10. Contractor's employees at the College must comply with all College regulations inclusive of parking and traffic regulations and are subject to penalties for violations as prescribed. The Contractor agrees to pay for parking fines assessed to its employees, which go uncollected for a period greater than thirty (30) days.
11. The Contractor will procure and assume monetary responsibility for all food and food supplies under this agreement. The College is concerned that suppliers of food and food products to the Contractor maintain a high degree of quality, control and sanitation. The College reserves the right to inspect and approve suppliers utilized by the Contractor.
12. The Contractor will indemnify, hold harmless, and defend the College, its Board of Trustees and employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or work in connection with this agreement.
13. The Contractor will maintain any required equipment inventory level at its expense. The Contractor shall be responsible for the purchase of any additional capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment. The Contractor will also maintain any necessary inventory of expendable equipment and small wares at its expense.
14. The Contractor must consult with and obtain permission from the College Representative prior to the disposition or declaration as surplus or removal from campus of any capital equipment owned by the College.
15. The Contractor shall be financially responsible for furnishing any necessary equipment and small wares for the improvement of the kiosk (s).
16. The College will provide all utilities (electricity, natural gas, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation. The College shall not guarantee, however, an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services.
17. The College expects a minimum guarantee in any proposal, plus a percentage of sales as a return for use of college food service facilities.

## **K. Contractor Evaluations and Self-Improvement**

1. **Campus Food Service Committee Feedback.** Joliet Junior College Food Service



Committee will provide feedback about food services offered to meet the continuing needs of the College community and shall provide feedback to the College Administrator responsible for contract oversight and management.

2. **Attendance at Meetings.** The Contractor must participate in the College and/or College Committees and attend regular quarterly meetings of the Joliet Junior College Food Service Committee to hear suggestions and concerns regarding its service.
3. **Self-Improvement.** The Contractor shall conduct specific and continuing programs of inquiry and evaluation through campus meetings, student surveys, and "how did we do?" comment cards to determine the level of satisfaction of the students and the college community with the food services offered. The results of this inquiry and evaluation process shall be shared with the College and College Committees and the College contract administrator on a regular basis.

#### L. **Licensing/Governmental Regulations**

1. The Contractor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to personnel, food service operations and preparation, sanitation and maintenance of the kitchens, dining rooms, storage areas, clothing, etc.
2. It is expressly understood that the Contractor assumes sole responsibility of observance of, and complies with all provisions of Federal, State, and local laws governing or relating to the operation of food services.

#### M. **Assignment**

The Contractor shall not assign this contract or any part thereof without prior written consent of the College.

#### N. **Legal Entity Change**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the College in order that proper steps may be taken to have the change reflected in the contract documents.

#### O. **Term**

1. The term of this contract will be for three (3) years, beginning approximately **July 1, 2019** with the option to renew for two (2) additional year one (1) year terms. For the initial term, Contractor shall have approximately 8 weeks to prepare the facilities and "tool up" with all required supplies, signage, etc. prior to actual commencement of operations on July 1, 2019.





## **P. Term, Renewal and Termination**

1. The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Contractor shall be documented by the College and submitted to the Contractor for corrective action, review and file.
2. Continued poor performance shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract.
3. In the event the Contractor shall fail to maintain and keep in force product liability insurance, commercial general liability insurance, property damage insurance and workers' compensation insurance, the College shall have the right to obtain the coverage and bill the Contractor.
4. Failure by the Contractor to maintain a satisfactory Health Department rating may be the cause for immediate termination.
5. This RFP, as may be amended by mutual agreement of the contracting parties, will be made part of the food management contract. The term of this contract shall be for the period of three (3) years with an option to renew as stipulated above. The contract may be terminated by either party by giving the other party not less than one hundred and twenty (120) days written notice of the intention to terminate as of the date specified. If the contract is terminated by the College for any reason, prior to expiration of this term, the Contractor must continue the operation of the food services until a new contractor can be selected provided this period shall not exceed six (6) months.
6. Upon termination of this contract, the College and Contractor shall jointly conduct a physical inventory of all capital equipment and inspect the premises. At that time, the Contractor shall surrender the buildings and capital equipment in as good a condition as at the start of the contract, except for ordinary wear and tear and loss or damage by fire and other perils covered by insurance and acts of God, and theft by persons other than the employees of the Contractor without negligence on the part of it or its employees. Discrepancies shall be corrected at the Contractor's sole expense and replacement to be of a comparable quality with items in the original inventory.

## **IX. PROPOSAL REQUIREMENTS AND AWARD CRITERIA**

This RFP or portions thereof may be included in the final contract. Any materials submitted in support of the Contractor's proposal may also be incorporated by reference in the final contract.

## **X. DEFINITIONS**

1. The term "gross receipts" shall be defined as the amount paid to the Contractor by the



College for all receipts from food and beverage sales and all other receipts received by Contractor in providing food service to the College.

2. The term "net receipts" shall be defined as total gross receipts less applicable state and local sales taxes.
3. The terms "fiscal year" and "academic 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. See college website for current academic calendar.
4. The term "commissions" shall be defined as monies to be paid to the College by the Contractor equal to a defined percentage of net receipts.
5. The "College" shall be defined as Joliet Junior College.

## **XI. QUANTITY**

There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However, the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

## **XII. FEE STRUCTURE**

The College is providing the space, equipment and furnishings delineated in Attachment A for the food service operation and expects the Contractor to propose a compensation structure fair to both the college and vendor.



# JOLIET JUNIOR COLLEGE

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## CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/BIDDER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Joliet Junior College District #525  
Director of Business & Auxiliary Services, A-3100  
1215 Houbolt Road  
Joliet IL 60431