

REQUEST FOR PROPOSAL #R16008R FOOD SERVICES KIOSK



Joliet Junior College Request for Proposal

RFP Opening July 11, 2016

Background

Joliet Junior 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. Joliet Junior College has a combined total of 15,888 full time and part time students enrolled in Spring 2015 classes on its main campus located within the city of Joliet, and its five extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

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, "THE COLLEGE") is requesting proposals from Providers for services relating to a food service kiosk at the College's Main Campus, located at 1215 Houbolt Road, Joliet, Illinois 60431.

The College is seeking a qualified vendor to furnish all financial resources, management, equipment, fixtures, labor, food, goods, and supplies necessary to manage and operate a professional kiosk-style food concept for the college. The College's overall goal in soliciting a vendor is to provide food reflecting the interests of students, faculty, and staff. The College seeks a vendor who will employ creative strategies and ideas to identify and serve these interests. The College proposes to license to the successful vendor for an initial three-year (3) term for space identified in this RFP for the vendor to provide food and beverage services.

The College currently operates a specialty outlet offering hot and cold coffee/espresso drinks, fruit smoothies, an assortment of fresh pastries as well as a small variety of snack items and bottled beverages. The outlet operates on a 10-month calendar. The revenues for the last two years were: FY14 \$102,971 FY15 \$ 88,000 The proposed Food Services Kiosk would replace the offerings described above.



Proposals must include detail sufficient to allow the College to evaluate the intended operation from the standpoint of quality, cost, and service. Products, prices, and services shall promote confidence the College is obtaining the best possible combination of quality, customer service and value. The College expects proposals to include specifications for equipment, fixtures, and build-out of the kiosk-style food concept at the identified service area in order to accomplish this transition.

In order to achieve the goals of THE COLLEGE's food service program, the Vendor shall adopt the following objectives:

- Provide THE COLLEGE with food choices expected from a quality community college food services operation under pricing policies that are both fair and competitive with retail establishments in the surrounding area
- Provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines
- Become involved in the academic, cultural, and social environment of THE COLLEGE, taking advantage of opportunities to offer special food services and other assistance based upon THE COLLEGE's ongoing and unique activities

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

I. RFP SCHEDULE

| Date (2016) | Event | |
|-----------------------------------|---|--|
| June 8, 2016 | Vendors contacted via email / advertised | |
| June 16, 2016 at 11:00 a.m. (CST) | A pre-proposal meeting will be held on June 16, 2016 at 11:00 a.m. (CST) at Joliet Junior College's Main Campus, 1215 Houbolt Road, Joliet, Illinois, Building A, Room A-1002. | |
| June 20, 2016 at 2:00 p.m.(CST) | Last date/time for submission of written questions via email to purchasing@jjc.edu | |
| June 23, 2016 end of business day | Responses to questions emailed | |
| July 11, 2016 at 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 | |
| Week of July 11, 2016 | JJC Evaluation Team reviews proposal | |
| Week of July 18, 2016 | Possible presentations by two top short-listed firms | |
| August 10, 2016 | 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. JJC's 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 <u>purchasing@jjc.edu</u> on or before **June 20, 2016 at 2:00 p.m. (CST).**

All questions and answers will be published and provided to all potential suppliers by end of business day on June 23, 2016.

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 RFP's must be submitted by the date and time of public opening (see above). RFP's 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 Services Kiosk, the opening date and time. An original and three (3) 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. RFP's must be addressed to: The College, Janice Reedus, Director of Business & Auxiliary Services, Campus Center Room A3100, 1215 Houbolt Rd., Joliet, IL 60431-8938.

RFP's 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, properly identified, prior to the opening hour.

Receipt of RFP / Late RFP: Sealed RFP's 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. THE COLLEGE 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.

RFP's 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 represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals maybe 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 The College.



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

<u>PROPOSAL DUE DATE</u>: The proposal must be received on or before July 11, 2016 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:

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

Maintain a FIVE MILLION DOLLARS (\$5,000,000) umbrella coverage policy.

Supplier performing services for JJC shall provide a certificate of insurance naming the College as an additional insured. This document must be submitted prior to the contract start date, and each year the contract is in place.

TAXES:

THE COLLEGE 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, THE COLLEGE will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, THE COLLEGE's Tax Exemption Certificate will be furnished.

QUANTITY:

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



DISADVANTAGED BUSINES ENTERPRISE (DBE):

The College strives to increase business opportunities for Disadvantage Business Enterprises (DBE), which includes Minority, Female & Veterans. All bidders shall provide documentation, along with the forms provided herein, identifying subcontractors/consultants, and the subcontractors/consultants DBE status.

INDEMNIFICATION:

The supplier shall protect, indemnify and hold THE COLLEGE 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 years from the date of the contract award. Assuming continued availability of funding; THE COLLEGE may, at its sole option and with the consent of the supplier renew the contract for up to an additional two (2) one-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 prebid conferences. Such vendors making such request shall email Janice Reedus, Director of Business & Auxiliary Services, at <u>purchasing@jjc.edu</u> 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 black-out 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: THE COLLEGE 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 THE COLLEGE 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: THE COLLEGE 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 THE COLLEGE will endeavor to maintain all submitted information deemed proprietary within THE COLLEGE, THE COLLEGE will not be liable for the release of such information.

Negotiation: THE COLLEGE reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. THE COLLEGE 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 THE COLLEGE.

Award: The successful vendor, as determined by THE COLLEGE, 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 THE COLLEGE.

Retention of Documentation: All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of THE COLLEGE.



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 three (3) 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

- a. 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.
- b. Provide a list of the VENDOR's top ten current and prior two-year clients indicating the type of services the organization has performed for each client.
- c. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.
- d. Indicate any third-party firms involved with your program and state their role(s).



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. Invoicing Procedure

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

8. Bidder's Certification Statement

V. EVALUATION

In evaluating the proposals submitted, THE COLLEGE will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price 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 THE COLLEGE, in the sole judgment of THE COLLEGE. The selection process will include, but not be limited to, the following considerations:

1. Food Service Kiosk Proposal

2. Financial Proposal

3. Profile of the VENDOR

4. References

The proposer must provide three (3) independent references from two (2) different projects of similar scope, nature, and complexity to that requested by THE COLLEGE. Each of the references must include the following information:

- a. Entity Name
- b. Industry Type
- c. Address, City, State
- d. Contact Name, Title, Phone Number, and Email address
- e. Year(s) service(s) provided
- f. Comments (include details regarding the current status of the product/service provided by proposer)

VI. SCOPE OF WORK

SPACE

The proposed space for the Kiosk is located in Building D on the Main Campus. See Main Campus site map for building location: <u>http://www.jjc.edu/campuses/Pages/interactive-map.aspx</u> The approximate dimensions for the proposed space is 20' L x 9' W. This location is on a highly trafficked and visible corridor on the Main Campus.

FOOD SERVICE KIOSK PROPOSAL

The proposal should include:

- A detailed assessment of the proposed kiosk operation based on the VENDOR'S equipment and footprint
- Menus to include:
 - o Made to order Specialty Hot and Cold Coffee/Espresso Drinks
 - Made to order Fruit Smoothie Drinks
 - An assortment of fresh signature pastries
 - A small variety of pre-made signature breakfast and/or lunch sandwiches
 - A small variety of Grab & Go items
- Prices/portions
- An overall commitment to sustainability and use of environmentally -friendly serving plates, containers, cups, and other disposables
- Hours of operation
- Advertising/marketing
- Proposed equipment
- Cosmetic improvements
- Any other elements necessary to ensure an operationally and financially efficient food service kiosk

Management Proposal

Provide a detailed description to convince THE COLLEGE your company has the human and programmatic resources necessary to achieve the above stated goals. This section of the proposal response should include, minimally, the following subjects:

- Number of persons to be assigned on a full or part time basis and the basis for determining the levels of such assignments
- Management coverage in terms of day and hours
- Short and long- term action plans and goals
- Communication process and responsiveness to THE COLLEGE needs
- Organization structure to connect with college community

Safety, Sanitation and Security

Provide data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary, and secure food service environment.

Quality Assurance

Provide a plan to assure quality with respect to all aspects of the food service program including:

- Procedures for customer complaints
- Customer service monitoring and reporting
- Merchandising, production, and quality control techniques
- Provisions to provide active attention to customer needs

Facility Capital Improvement

Any vendor-proposed renovation through, under or over any existing wall, floor, division or fixed barrier of any kind shall require The COLLEGE's prior approval and subsequent coordination.

2. FINANCIAL PROPOSAL

The COLLEGE is interested in providing the broadest possible food service kiosk operation. The COLLEGE management acknowledges its responsibility to sustain a cooperative role in meeting this goal. The COLLEGE is requesting VENDORS propose operational scenarios that will satisfy the COLLEGE's financial objectives. The COLLEGE requests VENDORS consider the COLLEGE's general parameters, and propose flexible or creative strategies for financial partnership.

The COLLEGE is seeking responses to the following:

- Guaranteed annual license fee
- Commission structure based on revenue
- Any alternate financial proposals

VII. ADDITIONAL SPECIFICATIONS

Operations

VENDOR shall have exclusive rights to manage and operate the food service kiosk described herein during the term of the contract.

VENDOR will be required to operate the kiosks on a 12-month basis, for the hours noted herein, based on the COLLEGE's academic calendar.

The COLLEGE reserves the right, upon consultation with VENDOR, to establish or change the service hours, plans or other methods of operations of the food services.

The hours of operation below should be considered the minimum hours for the kiosk operation. THE COLLEGE expects the VENDOR to adjust its operation to support demand and may expand or enhance service as necessary. VENDOR can view the academic calendar for college closures and class start/end dates at:

| Day | Fall & Spring Hours | Summer Sessions |
|--|-----------------------|--------------------|
| Monday-Thursday | 7:00 a.m 7:00 p.m. | 7:00 a.m 2:00 p.m. |
| Friday | 7:00 a.m 2:00 p.m. | Closed |
| Saturday/Sunday | Closed | Closed |
| Week prior to the start of the semester/sessions | 8:00 a.m 2:00 p.m. | 8:00 a.m 2:00 p.m. |
| Winter & Spring Breaks | 8:00 a.m. – 2:00 p.m. | |

http://www.jjc.edu/academic-calendar/Pages/default.aspx

VENDOR shall own all inventories of merchandise and manage the kiosk operation described herein in which food and foodstuffs may be sold for a reasonable profit, subject to such limitations and restrictions as may be established by the COLLEGE, following due notice, in the best interest of the institution.

<u>Management</u>

VENDOR agrees to be completely responsible for the management of the food service kiosk it operates under the contract. The VENDOR shall assume all operating costs including, but not limited to, equipment maintenance and repairs, inventory, labor (including management and supervisory), fringe benefits, payroll taxes, insurance, telephone, in- store security, and custodial services.

VENDOR shall operate in identified areas.

VENDOR shall comply with all applicable laws, codes, regulations, and food handling certifications.

VENDOR shall be solely responsible for the disposition of any damaged or surplus food, foodstuffs, and materials, regardless of the cause thereof.

VENDOR shall designate a representative to serve as the appropriate contact for any contract related matters.



Relationship of Parties

The relationship of the VENDOR to the COLLEGE shall be that of an independent contractor.

The COLLEGE has no direct supervision of VENDOR's employees. VENDOR shall provide direct supervision of all persons performing services for the VENDOR under the Agreement.

VENDOR will work amicably with faculty groups and organizations, students and student service organizations, and shall, through its representatives, agents, and employees, demonstrate its best efforts to integrate its performance of the contract with the overall pattern of the COLLEGE community.

All receipts from the food service operation shall belong to the VENDOR.

VENDOR Employees

VENDOR shall employ qualified personnel, adequate in number, training, and experience, to provide for the efficient management and operation of the food services in accordance with the specifications.

The COLLEGE reserves the right to require the removal of any personnel deemed unsatisfactory by the COLLEGE.

VENDOR shall ensure employees engaged in the performance of the contract adhere to all the COLLEGE regulations regarding personal behavior.

The COLLEGE reserves the right to request replacement of the manager for good cause as determined by the COLLEGE, or for actions considered to be not in the best interest of the COLLEGE.

The COLLEGE reserves the right to participate in the annual performance evaluation of the kiosk's primary manager.

The VENDOR agrees that in the performance of the Agreement, neither the VENDOR nor any employee of the VENDOR shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The COLLEGE reserves the right to request a copy of the VENDOR's Drug Free Workplace Policy. The VENDOR further agrees to insert a provision similar to this statement in all subcontracts for services required.



Maintenance of Premises

The COLLEGE will provide maintenance for mechanical systems and HVAC equipment, as needed, which serve food service areas.

The COLLEGE will be responsible for construction services or remodels to the facilities used by the VENDOR.

Custodial Service

VENDOR is responsible for the custodial service within the kiosk area. The COLLEGE shall have neither the duty nor the right to furnish janitorial or cleaning services in the kiosk area.

VENDOR shall maintain good, standard housekeeping practices relative to storefront windows and other glass, sweeping, dusting, disposal of trash and the keeping of aisles free of obstacles.

Material Safety Data Sheets (MSDS) for any chemicals used or stored within the food service premises shall be submitted to the COLLEGE's Environmental Health & Safety Department on or before the first date they are brought into the COLLEGE. A master set of Material Safety Data Sheets shall be maintained in the COLLEGE's Environmental Health & Safety Department.

Trash Disposal/Recycling:

The COLLEGE will provide receptacles to be used for discarded materials.

The COLLEGE invites VENDOR to contribute its discarded recyclable materials to the COLLEGE's recycling effort. The COLLEGE retains revenue generated by VENDOR's participation.

VENDOR may establish its own recycling program as long as its recycling activity does not conflict or impact college activities.

Pest Control

The COLLEGE will be responsible for pest control services in the interior food service kiosk. The COLLEGE shall advise VENDOR of The COLLEGE external pest control service schedules and notices of scheduled service.

Toilets, washbasins, floor drains and other fixtures and/or equipment shall not be used for any other purpose than the purposes for which they were constructed. No sweepings, rubbish and other substances shall be thrown therein.

The VENDOR shall pay the cost of remedying or repairing damage to the designated kiosk service areas or other college property due to noncompliance.

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Equipment & Supplies Furnished by the VENDOR

Vendor shall provide all office machines, cash registers, POS systems (preferably ORACLE), equipment, and supplies required for the efficient conduct of business.

Vendor shall be responsible for providing, at its own expense, such additional equipment and fixtures as may be necessary for the successful operation of the kiosk.

Renovations to the existing space and fixtures required for the successful operation of the kiosk are anticipated to be necessary and shall be made by the Vendor and at the Vendor's expense in accordance with the plans, specifications, renderings, and drawings as may be approved by the JOLIET JUNIOR COLLEGE.

Utilities

Gas, Water, A/C, Trash Removal

The COLLEGE shall be responsible for utilities. The COLLEGE cannot guarantee an uninterrupted supply of water, steam, electricity, gas or heat or air conditioning. However, the COLLEGE shall take reasonable efforts to effectuate restorations of the service following an interruption. The COLLEGE shall not be liable for any product loss that may result from the interruption or failure of any such utility services.

Telephone

The COLLEGE will provide VENDOR with access to its telephone system and use of the system currently installed, if any. VENDOR shall be responsible for all costs associated with upgrades initiated by VENDOR, monthly equipment charges, long distance calling charges, and any new installations.

Energy Conservation

VENDOR shall observe COLLEGE efforts and programs to conserve energy.

Utility Failures

VENDOR agrees that the COLLEGE shall have no responsibility or liability to VENDOR, or to any third party, for any down-time and/or failures (in whole or in part) in the utility systems, including water, sewer, electrical, telephone, and computer systems, nor shall The COLLEGE have any responsibility for failures or downtime (in whole or in part) because of any new system installed by VENDOR.



Infrastructure Access

The COLLEGE will work with VENDOR to provide access to the COLLEGE's infrastructure to support VENDOR's kiosk operation.

<u>Signage</u>

VENDOR shall not place any signs at, on, or about the premises, except as and where first approved by the COLLEGE, and the COLLEGE shall have the right to remove any sign.

VENDOR shall request permission of the COLLEGE's representative before placing directional/informational signs. No signs, advertisements or notices of any kind shall be painted, inscribed on, or affixed to any part of the premises or any part of the buildings without the prior approval of the COLLEGE. The exception shall be VENDOR employee postings in non-public areas controlled by the VENDOR. All signs shall be of a uniform nature in all food units.

Facility Security

The COLLEGE maintains its own Campus Police for external security of the food service areas.

VENDOR shall cooperate with the COLLEGE's Campus Police in the provision of security for the kiosk area. VENDOR shall control the distribution of keys to the food service spaces.

VENDOR is responsible for training its employees in the COLLEGE's security requirements and is responsible for enforcing the security rules of the COLLEGE as they apply to its employees.

The COLLEGE will provide VENDOR keys to the appropriate food service areas. When the food service area is located within another The COLLEGE building, keys to gain access through a designated entrance will be issued or special arrangements made to allow VENDOR and its employees' access whenever required.

Should any employee of the VENDOR lose assigned keys or access cards, or in any other way jeopardize the security of the facility, VENDOR shall reimburse The COLLEGE for all associated costs required to re-key any area controlled by the lost keys/cards, as applicable.

Site Access

Agents and employees of the VENDOR working in the kiosk will be provided access to parking lots utilized by the COLLEGE.

VENDOR's agents shall use entrances, thoroughfares, and parking areas designated by the COLLEGE and shall comply fully with the COLLEGE's prevailing fire, safety, traffic, parking, and security regulations.



Advertising

VENDOR shall have the exclusive right to advertise its operations once approved by the COLLEGE's Representative. This may include, but is not limited to, advertising store location, store operating hours, and special food sales.

VENDOR shall obtain prior approval from the COLLEGE on all outside advertising to the general public, and for any use of the COLLEGE's name or logo in promotional material.

Advertising via electronic mail must be approved in advance and coordinated through the COLLEGE's representative.

Acceptability of Merchandise

VENDOR shall stock in sufficient quantity, display, and offer for sale all food items to provide quality food service to the COLLEGE under this agreement.

The COLLEGE reserves the right to require the removal of merchandise for sale in the kiosk that the COLLEGE considers offensive or inappropriate.

VENDOR agrees that all items offered for sale through any of the food services shall be of quality and character commensurate with the COLLEGE's standards.

Class Schedules & Related Information

Subject to the provisions of State and Federal laws, and upon reasonable request and notice from the VENDOR, the COLLEGE will make available for the VENDOR's use, enrollment data, pre-registration information, class schedules, and similar information that may be beneficial in the effective administration and operation of the COLLEGE's food services.

Sales Policies

VENDOR shall price food and food products sold in the food service kiosk in alignment with the College's main cafeteria.

VENDOR shall post, in conspicuous places, food service policies concerning refunds and discounts.

VENDOR will make every effort to minimize the wait for customer checkout.

VENDOR shall provide for charge sales of food and food products.

VENDOR shall be solely responsible for the collection of any debts resulting from charge cards or otherwise.



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, <u>Public Contracts</u>, 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