

Porter Khouw Consulting, Inc.

Request for Proposal - RFP11-06

for Harrisburg Area Community College

Harrisburg and Lancaster, PA

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Design & Construction

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Table of Contents

SECTION A: FOODSERVICE PROGRAM	1
1. Introduction	1
1.1 General Information	1
1.2 Calendar of Events	4
1.3 Organization of Bid Document	4
2. Background and Planning Information	6
2.1 General Scope of Services	6
2.2 Proposed Dining Program Overview	6
2.3 Administration of Campus Dining Services	8
2.4 Services Provided by HACC in Support of Campus Foodservices	8
2.5 Responsibilities of Each Party	9
3. A La Carte Dining Operations	11
3.2 Harrisburg Main Campus Cafeteria	12
3.3 Harrisburg Midtown Campus Cafeteria	16
3.4 Lancaster Campus Cafeteria	18
3.5 Lancaster Convenience Cart	20
3.6 Camps and Conferences	21
3.7 Catering Program	21
SECTION B: RFP INSTRUCTIONS	23
1. RFP Instructions	23
1.1 Confirmation of Receipt of RFP Document	23
1.2 Examination of Contract Documents (RFP) and Current Facilities	23
1.3 Pre-Bid Conference	23
1.4 Addenda Questions and Responses	24
1.5 Preparation of Bid Response	25
1.6 Bid Guarantee	25
1.7 Delivery of Bid Response	25
1.8 Proprietary Data	26
1.9 Late Bids and Modifications	26
1.10 Receipt and Opening of Bids	27

1.11	Withdrawal of Bid Responses.....	27
1.12	Bid Evaluation and Methodology.....	27
1.13	Visits to Bidders' Facilities	27
1.14	Negotiations with Bidders.....	27
1.15	Award of Contract.....	28
1.16	Power of Attorney and Counter Signature.....	28
1.17	Ethics in Contracting.....	28
1.18	Independent Contractor Relationship.....	28
1.19	Execution of Contract	29
1.20	Subcontracts.....	29
1.21	Exceptions	29
1.22	Student Employees	29
1.23	Insurance Requirements	29

SECTION C: BID SUBMITTAL REQUIREMENTS 30

1.	Introduction	30
	ATTACHMENT 1 Bid Document Receipt Acknowledgment.....	31
	ATTACHMENT 2 Acknowledgment of Addenda	32
	ATTACHMENT 3 Contractor's Bid Form	33
	ATTACHMENT 4 Bid Signature Page for Sole Proprietor or Partnership	34
	ATTACHMENT 5 Bid Signature Page for Corporation	35
2.	Technical Proposal.....	36
2.1	A La Carte Operation.....	36
2.2	Management Organization	39
2.3	Labor and Training Practices.....	40
2.4	Sanitation and Safety	42
2.5	Sustainability.....	42
3.	Financial Bid.....	43
3.2	Cost Information and Financial Statements	43
	ATTACHMENT 6 Foodservice Pro Forma Worksheets Of Income And Expense (plus Excel File)	46

SECTION A: Foodservice Program

1. Introduction

1.1 General Information

- 1.1.1 This Request for Proposal #RFP11-06 (RFP) which includes all instruments, attachments and appendices hereto is for the management of the campus foodservices at Harrisburg Area Community College located in Harrisburg and Lancaster, PA.
- 1.1.2 Harrisburg Area Community College is planning to receive bids for a new contract for the management of its foodservice operations (including catering and conferences) on its Harrisburg and Lancaster campuses.
- 1.1.3 Harrisburg Area Community College (HACC) has retained Porter Khouw Consulting, Inc. (PKC), an independent fee based foodservice management consulting and design firm, to develop facilitate and manage the RFP process. Furthermore, HACC engaged PKC to undertake a comprehensive qualitative and quantitative market research effort to confirm the dining program for the College. This process received extensive input from students, faculty staff and administrators. The campus community has extensively reviewed and approved the dining program that is being used in this RFP as articulated in Section A: Foodservice Program (sub-section 3, A La Carte Dining).
- 1.1.4 The solicitation of bids from qualified foodservice management contractors is part of a foodservice master plan for HACC. Operational and programmatic plans have been conceived for the campus following research, analysis, and extensive discussions among Harrisburg Area Community College officials and administrators. HACC expects the selected Contractor to work cooperatively to implement the varied program and facility changes that have been defined in the master plan and approved by Harrisburg Area Community College.
- 1.1.5 The College's primary objective is to provide a high level of foodservice which reflects the College's emphasis of developing a sense of community between students, faculty, and staff. Dining is an important aspect of meeting this objective, and must be preserved at Harrisburg Area Community College.
- 1.1.6 It is important that all Bidders understand fully what HACC seeks in its dining program and from the company engaged to manage that program. HACC desires a dining program that provides exciting and energized venues and a high level of creativity and imagination.
- 1.1.7 In the broadest sense, this RFP seeks to establish a contract for such foodservice facilities owned or operated by Harrisburg Area Community College which will provide to students, staff, faculty, alumni, and visitors a foodservice operation reflective of the College's goals and philosophy. Harrisburg Area Community College desires to provide its students with a full, well rounded experience, inclusive of learning and living as a community. Foodservices must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom. The successful Bidder will purchase, prepare and serve food and food products and provide balanced meals for the Harrisburg Area Community College's students, faculty, staff, and guests on such hourly schedules as may be established by the College.

- 1.1.8 The Contractor must perform to the satisfaction of HACC and be subject to the supervision and control of the Harrisburg Area Community College Business, Auxiliary and Ancillary Operations office.
- 1.1.9 The students want a dining services program that is based on quality of food, reasonable prices, and good service.
- 1.1.10 The program should anticipate and react to the changing life styles, health habits and food preferences of students throughout the life of this contract.
- 1.1.11 HACC seeks a Contractor that has a record of innovation, creativity, and an entrepreneurial approach to higher education dining.
- 1.1.12 Harrisburg Area Community College expects an outside management company to operate its dining and catering services so that the highest degree of professionalism can be achieved in the delivery of foodservices within an economic structure that is desirable for both the College and the Contractor.
- 1.1.13 HACC requires a reasonable financial return from campus foodservice operations in order to provide for coordination and planning, utilities, maintenance and improvement of facilities, facility renovations, and any equipment depreciation and replacement.
- 1.1.14 The College seeks a Contractor with whom it can implement the foodservice plan for evolving facilities, services, and programs.
- 1.1.15 Professional management, commensurate with the level of service desired by HACC, is an important consideration when preparing a response to this document. Harrisburg Area Community College seeks bids which reflect the professional management abilities of the Bidders striving to meet the institution's goals and specifications.
- 1.1.16 Bidders are invited to submit optional service and program bids they wish to be considered that are beyond these RFP's basic submittal requirements (See Section C:3, Financial Bid). This supplemental information must be included as a separate section of the bid response. However, the basic required information *must be* submitted, regardless of whether or not optional bids are submitted.
- 1.1.17 Contractors are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Bidders must submit a complete response to the RFP in the format detailed by the specifications.
- 1.1.18 This RFP requires a complete response from the Bidder in the following categories:
- ◆ Bid Document Receipt Acknowledgment (see Section C: Bid Submittal Requirements).
 - ◆ All other narrative descriptions, forms, and charts as requested in this document.
 - ◆ A technical proposal describing the Bidder's proposed plan for operating the dining services called for in the specifications.
 - ◆ Base Bid quotation based on the specifications (required).
 - ◆ Optional Bid (not required).
- 1.1.19 Bids must follow the chronology of the RFP.
- 1.1.20 Bids will be evaluated on the information Bidders submit in response to the RFP requirements. The contract will be awarded to the Bidder who ranks highest according to Harrisburg Area Community College's evaluation. This

selection evaluation will include the Bid Methodology outlined in Section B, 1.12, the finalist interview presentations and the quality of the proposed management candidates.

- 1.1.21 The Bidder's proposal is to be based on providing the personnel and service to manage, operate, direct, supervise, and promote Harrisburg Area Community College's dining and catering services to the best of its ability as set forth in the specifications of the contract during the term of the contract.
- 1.1.22 The proposed term for contract services will be an initial minimum period of five (5) years commencing July 1st, 2011, with one (1) five (5) year extension to be exercised at the sole discretion of Harrisburg Area Community College.
- 1.1.23 For purposes of clarity during the RFP process, the following definitions will apply:

"Bidder" - Any company that accepts Harrisburg Area Community College's invitation to propose management of dining services and submits a management proposal and financial bid for same.

"PKC" - Porter Khouw Consulting, Inc. (PKC), an independent consulting firm with headquarters office in Crofton, Maryland, its staff, and its officers. PKC is a paid Harrisburg Area Community College consultant participating in the foodservice Request for Proposal process.

"Contractor" - The foodservice management company engaged by Harrisburg Area Community College to operate all of HACC's cash and catering foodservice facilities.

"Fiscal Year" - Harrisburg Area Community College's fiscal year, sometimes abbreviated as FY, which extends from July 1 to June 30.

"HACC" - Harrisburg Area Community College, inclusive of operations at the Harrisburg Main campus, Harrisburg Midtown campus, Lancaster campus; its students, faculty, staff, and its officers.

"A La Carte Dining" - Customers pay separately for each menu item that is priced as such (A La Carte).

"Right of First Refusal" – The College will provide the Contractor with the opportunity to provide a cost estimate for all catered events held on the campuses, excluding the Conference Center and Public Safety Center. However, the College will not be obligated to choose the Contractor for any events regardless of whether or not the Contractor's cost are equal or less than competitors.

1.2 Calendar of Events

The following list identifies key target dates that will be used through the RFP process. These dates are subject to change at the discretion of HACC. All Bidders will be informed promptly if and when dates pertaining to the RFP process and to the new foodservice management contract are changed by HACC from what is shown below.

<u>DATE</u>	<u>ACTIVITY</u>
February 3rd, 2011	RFP Issue Date
February 16th, 2011	Pre-Bid Conference and Tours of HACC Dining Service Facilities
February 17th, 2011	Deadline for Submission of Written Questions from Bidders
February 22nd, 2011	Deadline for Responses by Harrisburg Area Community College to Bidders Questions
March 15th, 2011	RFP Response Due Date 2:30 p.m. EST
March 31st, 2011	Finalist Presentations and Interviews
April 6th, 2011	Expected Date of Award
July 1st, 2011	Estimated Start Date of New Contract

1.3 Organization of Bid Document

This document is organized into four distinct parts:

SECTION A: Foodservice Program

Provides a description of foodservice operations at Harrisburg Area Community College, noteworthy actions that will change the existing foodservices, and operating requirements of the selected foodservice contractor.

SECTION B: RFP Instructions

Provides details of the schedule, the selection process, and information about the pre-bid conference, subsequent activities, and the award of the new contract.

SECTION C: Bid Submittal Requirements

Defines bid submittal requirements based on descriptions of services and facilities in Section A, and explains what other information and forms ("Attachments") are required to be submitted by the Bidders.

SECTION D: Appendices

Includes, among other items, the sample contract and information about the current foodservice operations.

APPENDIX 1	Draft Management Contract
APPENDIX 2	Academic Calendar Year

- APPENDIX 3** Food Specifications
- APPENDIX 4** Hours Of Operation
- APPENDIX 5** Financial Template
- APPENDIX 6** Demographics

Contractor warrants that both in submission of its proposal and performance of any resultant purchase order or contract, Contractor will comply with all applicable federal, state and local laws, and HACCC's policies and rules.

2. Background and Planning Information

2.1 General Scope of Services

Established on February 14, 1964 as Harrisburg Area Community College, HACC is devoted to the community and the individual. HACC's devotion to the community stems directly from our mission, which is to foster educational, cultural, work force development, and economic growth of the college service areas. The core goal of HACC is to give each student the tools and environment to develop their own unique potential and in turn have those individuals serve and enhance the communities where they live.

The Harrisburg, Midtown, and Lancaster campuses serve students seeking personal and professional growth opportunities. Alumni have achieved distinction in almost every field, including business, medicine, law, the arts, education, human and public service, the military, and the technologies

The college's main campus was established on 212 acres in Harrisburg Pennsylvania and was the first community college in Pennsylvania; HACC welcomed its first class of 426 students on September 21 of the same year. In seeking to fulfill its mission of "providing educational and cultural opportunities to the community it serves," HACC has become one of the largest undergraduate colleges in Pennsylvania.

In 2007, HACC's new Midtown site opened at Third and Reilly streets in Harrisburg to house the college's expanding technology and trade programs. Midtown 2 gives the college room to grow these programs while opening up additional classroom space at the campus across from the State Farm Show Complex. Adding to and modifying its original 16 programs in response to changes in society and the workplace, HACC now has nearly 200 associate degree, certificate and diploma programs. A growing number of Internet courses and study abroad opportunities provide alternatives to classroom instruction.

Today, as Central Pennsylvania's Community College, HACC has many strengths: well-equipped laboratories and studios, modern, well maintained campuses, quality programs and services. HACC's reputation reflects the quality and dedication of its faculty and staff and its commitment to meeting the needs of the communities and students it serves.

2.2 Proposed Dining Program Overview

Harrisburg Main Campus Cafeteria

The Harrisburg Main Campus Cafeteria is a retail destination centrally located in the heart of campus that offers several a la carte options. This venue will feature three (3) nationally branded retail concepts (or similar self-branded concept). These concepts should include but not be limited to:

- ◆ Subway (or similar concept)
- ◆ Burger King (or similar concept):
- ◆ Dunkin Donuts Express (or similar concept):
- ◆ Asian Concept

The servery and seating for this venue is located in a large social gathering area. The dining area is comprised of three sections with two separate partitions which are utilized to accommodate the College's needs for also serves as a flex space for campus events approximately 16- 20 times every year causing the dining area to close early.

Harrisburg Midtown Campus Cafeteria

This space is located on the first floor of an urban campus setting and has a visible street front presence. Under the proposed program, this venue will feature a Subway (or similar self-branded concept). This concept should also incorporate a coffee component, along with serving salad and soups. Because of the street corner location, an emphasis should be made to develop the street presence and market to the surrounding community.

Lancaster Campus Cafeteria

The Lancaster Campus Cafeteria is a full service retail destination located on the ground floor of the Main Building. As the primary dining destination on campus, this venue should feature one (1) nationally branded retail concepts (or similar self-branded concept). In addition to the national brand, this location should feature a salad bar along with a variety of grab and go options. The salad bar and grab and go will be separate from the Subway or similar concept. In summary the concepts will be as follows:

- ◆ Subway (or similar concept)
- ◆ Salad Bar
- ◆ Grab and Go Options

The servery opens to a dining room with a distinct seating areas and a computer bank along the back wall. There is a glass enclosed seating partition off to the side of the main dining room that is utilized for additional seating as well as for special catered events.

Lancaster Convenience Cart

The Lancaster Convenience Cart is a located on the second floor of the East Building near the rear entrance of the building, facing the North Parking lots. The East Building is the academic hub for the Lancaster campus. This cart should be operated as a Dunkin Donuts Self-Serve Kiosk (or similar concept). This location provides a valuable service for those students with a tight schedule and who spend a majority of their time in the East Building.

Catering

Harrisburg Area Community College has a robust catering program on both the Harrisburg and Lancaster, PA locations. Events vary from student meetings to formal dinners. The Midtown campus hosts a number of events throughout the year and is supported by production from the Harrisburg Main Campus Kitchen.

Summer Camps and Conferences

Harrisburg Area Community College hosts a variety of camps and conferences. All efforts should be made by the Contractor to provide low fat, low carb, wellness items whenever possible and meet the specific menu requirements requested by camps and conferences. Custom menus should be considered and constructed based on customer's budget constraints.

2.3 Administration of Campus Dining Services

The Contract Administrator will have administrative responsibility for all campus foodservices under any contract awarded from the RFP process. The Contract Administrator or his/her designee shall serve as the foodservice contract administrator along with other staff that may be deemed appropriate to be responsible for administering this contract on a day to day basis on behalf of Harrisburg Area Community College. Any major proposed changes to the foodservice program or contract, including but not limited to, days and hours of operation of foodservice venues, catering, pricing, and major staffing, shall be approved in writing by the Contract Administrator. The administration of the contract on a day to day basis will include, but not be limited to, the following:

- 2.3.1 Reviewing and directing the foodservice contractor;
- 2.3.2 Monitoring the financial performance of all foodservice outlets and programs;
- 2.3.3 Verification mechanism in place to assure accurate financial reporting and payment;
- 2.3.4 Oversight of the physical plant requirements; such as equipment replacement, capital improvement projects, and alternative space improvements.
- 2.3.5 Review of an annual budget for HACC's foodservice related income from retail sales, catering sales, and special events.
- 2.3.6 Review of service and quality levels delivered to the students, faculty, and staff;
- 2.3.7 Customer service satisfaction monitoring; and
- 2.3.8 Daily operational Contractor contract adherence.
- 2.3.9 The Contract Administrator will represent Harrisburg Area Community College in all matters including, but not limited to, operations, HACC's expectations of the contractor, reporting on operational and financial performance, and HACC's requests of the contractor.

2.4 Services Provided by HACC in Support of Campus Foodservices

Harrisburg Area Community College provides services on behalf of foodservice operations that the Contractor does not provide.

- 2.4.1 Major Foodservice Equipment.
- 2.4.2 Physical Plant Labor and Shop Supplies.
- 2.4.3 Funding Reserves for Facilities' Improvement and Replacement of Equipment.
- 2.4.4 PCI compliant landline and physical connections for credit card connections are not readily available at this time on the campuses.
- 2.4.5 Cost recovery shall be in the form of guaranteed commissions and capital investments paid to the College by the Contractor. The proposed guaranteed minimum return from the Contractor in excess of any and all expenses

associated with the operation of providing foodservices on the Harrisburg Area Community College campuses shall be provided to Harrisburg Area Community College in the following form:

- ◆ Commissions Goal of 8% on Retail Sales Including Catering or One Hundred Ninety Thousand (\$190,000) whichever is greater annually.
- ◆ Contractor Must Also Provide a Plan and Funding for the Renovation of the Foodservice Facilities. The minimum capital investment goal requested from the contractor is Five Hundred Fifty Thousand Dollars (\$550,000).

2.4.6 Vended carbonated and non-carbonated beverages are NOT part of this agreement. Furthermore, the University has entered into an exclusive campus wide beverage agreement for all vended and non-vended carbonated and non carbonated beverages. The contractor shall comply with all current and future beverage agreements that Harrisburg Area Community College enters into.

2.5 Responsibilities of Each Party

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment, Furnishings, and Finishes	HACC	HACC
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services.	HACC	HACC
Equipment Replacement and Depreciation	HACC	HACC
Exterior Building Maintenance	HACC	HACC
Equipment Maintenance and Service Contracts	Contractor	Contractor
Initial Inventory of Smallwares, as Jointly Approved. HACC will hold title.	HACC	HACC
Replacements to Smallwares Inventory (title to be held by HACC)	Contractor	Contractor
Office Furniture	HACC	HACC
Office Equipment (computers, copy machine, etc)	Contractor	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	HACC	HACC
Extermination	HACC	HACC
Trash Removal Services*	HACC	HACC
Grease and Exhaust Duct cleaning	HACC	HACC
Regular, Daily Cleaning (floors, walls, and all equipment, grease traps, Hoods/ventilation in kitchens and serveries)	Contractor	Contractor
Regular, Daily Cleaning of Dining Room Area Including Tables & Chairs	HACC	HACC
Management Information System Point-of-Sale	Contractor	Contractor
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access, Computer/Data Lines	Contractor	Contractor
Signage and Decorations for Food Service Facilities	Contractor	Contractor

SECTION A: Foodservice Program



Item/Service	Provided By	Paid for By
Parking	HACC	Contractor
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	HACC	HACC
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing)	HACC	Contractor
Insurance Coverage as Specified by Harrisburg Area Community College	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, golf carts and vans)**	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor

* The Contractor shall be responsible for removal and placement of trash in proper assigned receptacles.

** The Contractor shall adhere to HACC's delivery and parking restrictions.

3. A La Carte Dining Operations

3.1.1 Retail dining program features and requirements

Harrisburg Area Community College requires a baseline or minimum of the following features in the retail dining program. Bidders are asked to note in their bids where they plan to exceed these minimum requirements in the A La Carte dining program.

3.1.2 Key Staffing Positions

The retail dining program is delivered through the combined efforts of the Contractor's management, line personnel and administrative staff. The Bidders are asked to prepare a staff organization and management hierarchy that they feel will best support a dynamic and vital retail dining program. Harrisburg Area Community College requires that the selected Contractor include among its staff, along with other positions it deems necessary the following full time positions:

- ◆ Responsible for the Main and Midtown campuses
 - ◆ Food Service Director (FSD)
 - ◆ Catering Manager
 - ◆ Executive or lead chef
- ◆ Responsible for the Main and Midtown campuses
 - ◆ FSD/Catering Manager (Lancaster)

The Contractor will be responsible to make the job descriptions and qualifications available to the College for these key positions and is expected to present candidates that meet the minimum stated job qualifications. The Contractor is obligated to review any change in these four positions (FSD (one for each campus), Catering Manager and Executive or lead chef) with the College. *Candidates for these positions will be interviewed by College administrators and are subject to approval prior to hire by the Contractor.*

3.1.3 Merchandising & Marketing

Focus should be maintained at all times on the wellness and healthy presentation and preparation of the food. The College requires that the Contractor develop and participate in ongoing wellness activities as they develop within the campus community.

Emphasis should be put on how the dining program will be marketed. Special attention should be focused toward projecting the goals of Harrisburg Area Community College in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options, and the overall dining experience. A marketing plan for these venues will be required on an annual basis.

3.1.4 Food Purchase Specifications

The College requires the contractor to provide retail dining meals that are nutritious, well balanced, appetizing, and appealing. This requirement obligates the contractor to use raw ingredients that are high in quality and nutrient value. When possible efforts should be made to purchase these ingredients locally. The food item specifications shown in Appendix 3 identify the level of ingredient quality expected by the College.

3.2 Harrisburg Main Campus Cafeteria

Description of Facility

This outlet shall be operated as a retail operation. Under the proposed program identified in this RFP, this venue should feature the following concepts, or concepts that are similar:

- ◆ Subway (or similar concept)
- ◆ Burger King Express (or similar concept)
- ◆ Dunkin Donuts Express (or similar concept)

3.2.2 Service Style – Retail operation that offers multiple service areas. The menu concepts that should be offered include:

3.2.3 Current Seating – 560 (Renovated Facility 600 – 800 Seats)

3.2.4 Minimum Menu Profile:

3.2.5 Subway (or similar concept)

Sandwiches

- ◆ Meatball Marinara
- ◆ B.L.T.
- ◆ Spicy Italian
- ◆ Cold Cut combo
- ◆ Black Forest Ham
- ◆ Oven Roasted Chicken
- ◆ Veggie Delight
- ◆ Turkey Breast
- ◆ Sweet Onion Chicken Teriyaki
- ◆ Turkey Breast & Black Forest Ham
- ◆ Buffalo Chicken
- ◆ Italian B.M.T.
- ◆ Tuna
- ◆ Roast Beef
- ◆ Subway Club
- ◆ Chicken Bacon Ranch
- ◆ Steak & Cheese
- ◆ Subway Melt
- ◆ The Big Philly Cheesesteak
- ◆ Sunrise Subway Melt
- ◆ Egg & Cheese
- ◆ Steak Egg & Cheese
- ◆ Double Bacon, Egg & Cheese
- ◆ Ham, Egg & Cheese
- ◆ Western Egg & Cheese
- ◆ Breakfast B.M.T

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups
- ◆ One Homemade Chili or Stew Daily

Salads

- ◆ Oven Roasted Chicken
- ◆ Black Forest Ham
- ◆ Tuna
- ◆ Veggie Delight

Pizza

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating

Sides

- ◆ Assorted Variety of Chips
- ◆ Cookies
- ◆ Variety of Fresh Fruit
- ◆ Yogurt

3.2.6 Burger King Express (or similar concept):

Burgers

- ◆ Whopper
- ◆ Double Whopper
- ◆ Triple Whopper
- ◆ BK Double Stacker
- ◆ BK Triple Stacker
- ◆ BK Quad Stacker
- ◆ Whopper JR
- ◆ Steakhouse XT Burger
- ◆ Hamburger
- ◆ Double Hamburger
- ◆ Cheeseburger
- ◆ Double Cheeseburger
- ◆ Buck Double
- ◆ Hamburger
- ◆ Cheeseburger
- ◆ Double Hamburger
- ◆ Double Cheeseburger

Salads

- ◆ Garden Salad
- ◆ Chicken Caesar Salad

- ◆ Tendercrisp Garden Salad
- ◆ Tendergrill Garden Salad

Chicken Sandwiches

- ◆ Tendercrisp Chicken Sandwich
- ◆ Spicy chickencrisps Sandwich
- ◆ Tender Grill Chicken Sandwich
- ◆ Original Chicken Sandwich
- ◆ Chicken Tenders
- ◆ Chicken Fries

Side Items

- ◆ French fries
- ◆ Onion Rings
- ◆ Side Garden Salad
- ◆ Apple Sticks
- ◆ Fruit Cup

Dessert Menu

- ◆ Funnel Cake Sticks
- ◆ Dutch Apple Pie
- ◆ Hershey Sunday Pie

Breakfast Menu

- ◆ BK Ultimate Breakfast Platter
- ◆ BK Chibatta Breakfast Club Sandwich
- ◆ Mini Blueberry biscuits
- ◆ Pancake and Sausage Platter
- ◆ Croissan'wich
- ◆ Biscuit Sandwich
- ◆ BK Breakfast Bowl
- ◆ French Toast Stick
- ◆ Hash Browns
- ◆ Cini Minis

Beverages

- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate
- ◆ Bottled Juices (four (4) varieties)
- ◆ Bottled Water
- ◆ Bottled Soda (at least six (6) varieties)
- ◆ Fountain Soda (Variety of Eight (8) per Machine)

3.2.7 Dunkin Donuts (or similar concept)

Bakery, Donuts, Bagels and Cream Cheese

- ◆ Minimum of Four (4) Varieties of Bagels (e.g. Plain, Whole Wheat, Poppy Seed, Salt, etc.)
- ◆ Minimum of Four (4) Cream Cheeses (e.g. Plain, Reduced Fat Veggie, Reduced Fat Strawberry, etc.)
- ◆ Minimum of Six (6) Donut Varieties
- ◆ Minimum of Four (4) Bakery Items (e.g. Muffins, Cookies, etc.)

Oven Toasted Items

- ◆ Minimum of Four (4) Varieties of Bagel Sandwiches (e.g. Ham, Bacon, Egg, Cheese, etc.)
- ◆ Minimum of Four (4) Varieties of Croissant Sandwiches (e.g. Ham, Bacon, Egg, Cheese, etc.)
- ◆ Minimum of Four (4) Varieties of Biscuit Sandwiches (e.g. Ham, Bacon, Egg, Cheese, etc.)
- ◆ Minimum of Four (4) Varieties of English Muffin Sandwiches (e.g. Ham, Bacon, Egg, Cheese, etc.)
- ◆ Minimum of Four (4) Varieties of Flatbread Sandwiches (e.g. Chicken Parmesan, Grilled Cheese, etc.)
- ◆ Minimum of Four (4) Varieties of Wrap Sandwiches (e.g. Bacon Jack Chicken, Ham, Egg & Cheese, etc.)
- ◆ Varieties of Pre-made Sandwich Options

Beverages

- ◆ Premium Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate
- ◆ Bottled Juices (four (4) varieties)
- ◆ Espresso Beverages

3.2.8 Asian Concept

Entrees

- ◆ Variety of Chicken Options (Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
- ◆ Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
- ◆ Tofu Option
- ◆ Fried Rice
- ◆ Chow Mein

Appetizers

- ◆ Cream Cheese Rangoon
- ◆ Chicken Potstickers
- ◆ Egg Rolls
- ◆ Veggie Spring Rolls
- ◆ Mixed Vegetables

Soups

- ◆ Wonton
- ◆ Hot & Sour
- ◆ Egg Drop

Beverages

- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate

- ◆ Bottled Juices (four (4) varieties)
- ◆ Bottled Water
- ◆ Bottled Soda (at least six (6) varieties)
- ◆ Fountain Soda (Variety of Eight (8) per Machine)

3.2.9 Grab and Go

- ◆ Variety of Premade Sandwiches
- ◆ Variety of Premade Salads

3.2.10 Required Hours of Operation

- ◆ Refer to Appendix 4

3.2.11 Method of Payment

- ◆ Cash
- ◆ Debit and /or Credit (MasterCard, Visa)

3.3 Harrisburg Midtown Campus Cafeteria

Description of Facility

Harrisburg Midtown Campus Cafeteria is an a la carte venue. Under the proposed program identified in this RFP, this venue should feature the following concept:

- ◆ Subway (or similar concept)

3.3.2 Service Style – A La Carte

3.3.3 Current Seating – 60

3.3.4 Minimum Menu Profile:

3.3.5 Subway (or similar concept)

Sandwiches

- ◆ Meatball Marinara
- ◆ B.L.T.
- ◆ Spicy Italian
- ◆ Cold Cut combo
- ◆ Black Forest Ham
- ◆ Oven Roasted Chicken
- ◆ Veggie Delight
- ◆ Turkey Breast
- ◆ Sweet Onion Chicken Teriyaki
- ◆ Turkey Breast & Black Forest Ham
- ◆ Buffalo Chicken
- ◆ Italian B.M.T.

- ◆ Tuna
- ◆ Roast Beef
- ◆ Subway Club
- ◆ Chicken Bacon Ranch
- ◆ Steak & Cheese
- ◆ Subway Melt
- ◆ The Big Philly Cheese steak
- ◆ Sunrise Subway Melt
- ◆ Egg & Cheese
- ◆ Steak Egg & Cheese
- ◆ Double Bacon, Egg & Cheese
- ◆ Ham, Egg & Cheese
- ◆ Western Egg & Cheese
- ◆ Breakfast B.M.T

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups
- ◆ One Homemade Chili or Stew Daily

Salads

- ◆ Oven Roasted Chicken
- ◆ Black Forest Ham
- ◆ Tuna
- ◆ Veggie Delight

Pizza

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating

Sides

- ◆ Assorted Variety of Chips
- ◆ Cookies
- ◆ Variety of Fresh Fruit
- ◆ Yogurt

Beverages

- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate
- ◆ Bottled Juices (four (4) varieties)
- ◆ Bottled Water
- ◆ Bottled Soda (at least six (6) varieties)
- ◆ Fountain Soda (Variety of Eight (8) per Machine)
- ◆ Premium Coffees

3.3.6 Grab and Go

- ◆ Variety of Premade Sandwiches
- ◆ Variety of Premade Salads

3.3.7 Required Hours of Operation

- ◆ Refer to Appendix 4

3.3.8 Method of Payment

- ◆ Cash
- ◆ Debit and / or Credit cards (MasterCard, Visa)

3.4 Lancaster Campus Cafeteria

3.4.1 Description of Facility

Lancaster Campus Cafeteria

The Lancaster Campus Cafeteria is a full service retail destination located on the ground floor of the Main Building. As the primary dining destination on campus, this venue should feature one (1) nationally branded retail concepts (or similar self-branded concept). In addition to the national brand, this location should feature a salad bar along with a variety of grab and go options. The salad bar and grab and go will be separate from the Subway or similar concept. In summary the concepts will be as follows:

- ◆ Subway (or similar concept)
- ◆ Salad Bar
- ◆ Grab and Go Items

3.4.2 Service Style – A La Carte

3.4.3 Current Seating – 300

3.4.4 Minimum Menu Profile

3.4.5 Subway (or similar concept)

Sandwiches

- ◆ Meatball Marinara
- ◆ B.L.T.
- ◆ Spicy Italian
- ◆ Cold Cut combo
- ◆ Black Forest Ham
- ◆ Oven Roasted Chicken
- ◆ Veggie Delight
- ◆ Turkey Breast
- ◆ Sweet Onion Chicken Teriyaki
- ◆ Turkey Breast & Black Forest Ham

- ◆ Buffalo Chicken
- ◆ Italian B.M.T.
- ◆ Tuna
- ◆ Roast Beef
- ◆ Subway Club
- ◆ Chicken Bacon Ranch
- ◆ Steak & Cheese
- ◆ Subway Melt
- ◆ The Big Philly Cheesesteak
- ◆ Sunrise Subway Melt
- ◆ Egg & Cheese
- ◆ Steak Egg & Cheese
- ◆ Double Bacon, Egg & Cheese
- ◆ Ham, Egg & Cheese
- ◆ Western Egg & Cheese
- ◆ Breakfast B.M.T

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups
- ◆ One Homemade Chili or Stew Daily

Salads

- ◆ Oven Roasted Chicken
- ◆ Black Forest Ham
- ◆ Tuna
- ◆ Veggie Delight

Pizza

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating

Sides

- ◆ Assorted Variety of Chips
- ◆ Cookies
- ◆ Variety of Fresh Fruit
- ◆ Yogurt

Beverages

- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate
- ◆ Bottled Juices (four (4) varieties)
- ◆ Bottled Water
- ◆ Bottled Soda (at least six (6) varieties)
- ◆ Fountain Soda (Variety of Eight (8) per Machine)

3.4.6 Salad Bar (Open from 11:00 a.m. – 2:00 p.m.) & Grab n' Go

Salad/Fruit Bar

- ◆ Focus on High Quality and Abundant Variety
- ◆ Four (4) or More Protein Toppings from Cheddar, Swiss, Mozzarella, (Cubed, Julienne or Grated) Cottage Cheese, Chick Peas, Lentils, Beans, Egg, Tofu
- ◆ Daily Vegetable Toppings: Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill,
- ◆ Daily Rotation from: Sunflower Seeds, Chopped Walnuts, Raisins, Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- ◆ Daily Rotation of four (4) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Beverages

- ◆ Premium Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate
- ◆ Bottled Juices (four (4) varieties)
- ◆ Bottled Water
- ◆ Bottled Soda (at least six (6) varieties)
- ◆ Espresso Beverages

3.4.7 Grab and Go

- ◆ Variety of Premade Sandwiches/wraps
- ◆ Variety of Premade Salads

3.4.8 Required Hours of Operation

- ◆ Refer to Appendix 4

3.4.9 Method of Payment

- ◆ Cash
- ◆ Debit and /or Credit (MasterCard, Visa)

3.5 Lancaster Convenience Cart

3.5.1 Description of Facility

This cart will be operated as a stand alone self serve feature with one cashier during operating hours. This outlet shall be operated as a retail operation. Under the proposed program identified in this RFP, this venue should feature the following concept:

- ◆ Dunkin Donuts Express Self Service Kiosk(or similar concept)

3.5.2 Service Style – A La Carte

3.5.3 Current Seating – No Dedicated Seating

Bakery, Donuts, Bagels and Cream Cheese

- ◆ Bagels (e.g. Plain, Whole Wheat, Poppy Seed, Salt, etc.)
- ◆ Minimum of Four (4) Cream Cheeses (e.g. Plain, Reduced Fat Veggie, Reduced Fat Strawberry, etc.)
- ◆ Minimum of Four (4) Donut Varieties
- ◆ Minimum of Three (3) Bakery Items (e.g. Muffins, Cookies, etc.)

Grab and Go

- ◆ Variety of Premade Sandwiches/wraps
- ◆ Variety of Premade Salads

Beverages

- ◆ Premium Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Tea, Herbal Teas, Hot Chocolate, Bottled Tea
- ◆ Milk – 2% Low Fat, Skim, Chocolate
- ◆ Bottled Juices (four (4) varieties)

3.5.4 Required Hours of Operation

- ◆ Refer to Appendix 4

3.5.5 Method of Payment

- ◆ Cash
- ◆ Debit and /or Credit (MasterCard, Visa)

3.6 Camps and Conferences

3.6.1 Camps and Conferences

Harrisburg Area Community College hosts a variety of camps and conferences. All meals will be expected to be served in the available and designated conference and camp areas. All effort should be made by the contractor to provide low fat, low carb, and wellness items whenever possible and meet the specific menu requirements requested by camps and conferences, of which, the attendees range from children to international scholars.

3.7 Catering Program

3.7.1 Harrisburg Area Community College expects the Contractor to provide the very finest catering program to HACC community. HACC has a robust catering program. The catering food production will be done on both the Harrisburg and Lancaster campus. Catering is seen as an opportunity for Harrisburg Area Community College to put its best foot forward to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. The Bidder must demonstrate their knowledge, experience, and capability necessary to meet HACC's full range of catering needs which include:

- ◆ No Frills Pick Up Options
 - ◆ Breakfast Buffets
 - ◆ Lunch on the Go
 - ◆ Luncheon Buffets
 - ◆ Afternoon Break
 - ◆ Hot and Cold Hors D'Oeuvres
 - ◆ Carving Stations
 - ◆ Plated Dinner Selections
 - ◆ BBQ
- 3.7.2 Contractor will be responsible for retraining catering service staff members regarding catering policies and procedures to ensure that orders are correct and delivered on time and that customer service levels are always high.
- 3.7.3 The Contractor will need to liaise with HACC to ensure the following:
- ◆ Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the marketplace and to ensure that HACC catering customers have a positive perception of the campus's catering services.
 - ◆ Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.
 - ◆ Continually monitor its catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as homecoming, graduation and other milestone events throughout the academic year.
- 3.7.4 Contractor will be responsible for maintaining a catering webpage with the ability for the customer to view menus, samples, place and review orders online, and have a confirmation method connected to it.
- 3.7.5 Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, cleanup and billing of all catered events.
- 3.7.6 Contractor must make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with Harrisburg Area Community College personnel.
- 3.7.7 The Contractor will have the right of first refusal to provide a price estimate for all catering on campus, but HACC is not obligated to the Contractor to provide catering. However, HACC will not allow outside caterers to use HACC kitchen areas and/or cooking equipment. The right of first refusal does not apply to the Conference Center or Public Safety Center.
- 3.7.8 The Contractor will be expected to provide cost efficient menu items which are competitive to local area options.
- 3.7.9 The purchase of small quantities (not to exceed \$100) of prepared foods with HACC funds for on-campus events will be permitted.
- 3.7.10 All equipment rental including but not limited to china, linen, utensils, drapes and tableware will be the responsibility of the Contractor.

SECTION B: RFP Instructions

1. RFP Instructions

1.1 Confirmation of Receipt of RFP Document

Bidders must complete the Bid Document Receipt Acknowledgment Section C, Attachment 1, and return via facsimile, as specified on Attachment 1, within 48 hours of receipt of the bid documents.

1.2 Examination of Contract Documents (RFP) and Current Facilities

The Bidder is encouraged to carefully examine the foodservice facilities and the RFP documents to become fully informed of the current conditions of the physical facilities, ingress and egress to all foodservice locations, and equipment to be encountered and the character of the work to be performed. The Bidder is responsible for observing and recording its own information needed for developing their bid response.

Harrisburg Area Community College campus tours and site inspections of all foodservice facilities will be conducted at the pre-bid conference. No other comprehensive tours of the back-of-the-house spaces, or the dining facilities will be conducted. Bidders are permitted to visit the public spaces of the campus foodservice at times they are open but only after requesting permission in writing from:

Mr. Thomas Fogarty

Executive Director, Procurement and Business Services

Harrisburg Area Community College
349 Wiconisco St
Room 223
Harrisburg, PA 17110

Please note that questioning or interviewing Harrisburg Area Community College employees and students when visiting the campus will not be permitted at any time. Failure by any Bidder to observe this restriction may be cause for rejection of the Bidder's bid response.

1.3 Pre-Bid Conference

On February 16th, 2011, qualified Bidders are recommended to attend the pre-bid conference scheduled for 10:00 a.m. at Harrisburg Area Community College, Harrisburg and Lancaster, PA. A maximum of three (3) attendees per company will be permitted to attend. The pre-bid conference will be held in Whitaker Hall, Room W214 at the Harrisburg Campus.

Attendance at the pre-bid conference and the tour are strongly recommended. Bidders will not be permitted in the back of the house spaces of the foodservice operations at any other time nor will they be permitted to request plans for the new foodservice facilities at any other time. Bidders may visit the public spaces of the foodservices, but must obtain permission in writing from Mr. Thomas Fogarty, Executive Director, Procurement and Business Services prior to their visit(s).

A question and answer session will be conducted during this conference to respond to oral questions from any and all Bidders. All such requests for information and responses will be disseminated through Porter Khouw Consulting, Inc.

1.4 Addenda Questions and Responses

A record of all pertinent questions and answers covered at the pre-bid conference will be sent to all Bidders. This document will be identified as Addendum 1. Bidders shall complete and return to Harrisburg Area Community College, the Acknowledgment of Addenda form, for each addendum received. (See form in Section C, Attachment 2 -Acknowledgment of Addenda)

Questions from Bidders before and after the pre-bid conference will be handled in the following manner. No interpretation of the meaning of the RFP documents as defined in the general conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to a Bidder orally. Any oral explanation or instruction given aside from the pre-bid conference, before the award of the contract, will not be binding. Every request for interpretations or corrections shall be made in writing via facsimile or email to the address below:

Mr. Shaun Rostad

Project Manager

Porter Khouw Consulting, Inc.
P O Box 4028
1672 Village Green
Crofton, MD 21114

Tel: 410-451-3617

Fax: 410-451-3619

srostad@porterhouwconsulting.com

Written questions must be received no later than 2:30 p.m. EDT, February 17th, 2011, in order to be given consideration. All interpretations and supplemental instruction will be transmitted by mail, email, or FAX to all Bidders not later than three (3) working days prior to the last day for submitting bids. As explained above, Bidders shall complete and return the Acknowledgment of Addenda, for each addendum received.

1.5 Preparation of Bid Response

Bid responses shall be submitted in an organized manner, each copy separately bound in one three-ring binder, with sections appropriately tabbed and identified for each section identified in Section C: Bid Submittal Requirements, of this RFP.

Bid responses shall not exceed 200 pages in total (8 2" x 11", printed on one side or 100 pages printed double-sided), excluding separately bound booklets or publications. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective bid response are neither necessary nor desired.

Wherever repetition occurs in the RFP, with regard to similar requests for information, Bidders need not repeat the information. However, reference should be made to the exact location in the bid response where the information is already recorded.

The Bidder must bear all costs associated with the preparation of the bid response and any oral presentations(s) requested by Harrisburg Area Community College.

1.6 Bid Guarantee

All bids require a certified cashier's check in an amount equal to Ten Percent (10%) of the total first year bid amount or Two Hundred Thousand Dollars (\$200,000), whichever is greater, payable to The Foundation Trust, LLC. The bid guarantee will be returned after the opening of bids to all except the selected finalist Bidders. Harrisburg Area Community College will select one company to award the contract to. At this point in time the College reserves the right to enter into negotiation with the next qualified Bidder if for some reason the selected awardee and the College cannot come to an agreement. Once the contract has been signed by both parties and fully executed, the bid guarantee checks will be returned to the unsuccessful finalists.

The bid guarantee shall be submitted at the time of bid submittal to:

The Foundation Trust, LLC

P.O. Box 4028
1672 Village Green
Crofton, MD 21114

BID GUARANTEE SHALL BE RECEIVED VIA OVERNIGHT DELIVERY BY 5:00 P.M. EASTERN STANDARD TIME March 15th, 2011.

1.7 Delivery of Bid Response

Each Bidder must submit nine (9) hard copy originals of their response to Mr. Thomas Fogarty's office and one (1) hard copy of their bid responses to Shaun Rostad's office in sealed envelopes or boxes, marked on the outside with:

The Bidder's firm name and address, title for which the bid is being submitted, and the advertised closing date. The original set of all attachments requiring signatures (Attachment 3 through Attachment 5) must be signed using blue indelible ink. The Bidder is responsible for the method and format of delivery and all risk to the documents until delivered completely.

The bids shall be addressed to:

Mr. Thomas Fogarty

Executive Director, Procurement and Business Services
Harrisburg Area Community College
349 Wiconisco St
Room 223
Harrisburg, PA 17110

Tel: 717-780-1930
Fax: 717-901-4625

Mr. Shaun Rostad

Project Manager
Porter Khouw Consulting, Inc.
P O Box 4028
1672 Village Green
Crofton, MD 21114

Tel: 410-451-3617
Fax: 410-451-3619

Proposals received after the submission date and time will not be considered. Requests for extension of submission date and time will not be granted unless HACC determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided in writing to all Bidders.

Signature Required: The original Contractor's Bid Form (Section C - Attachment 3) and Bidder information form must be signed and completed by the contractor submitting the proposal (Section C - Attachment 5). Failure to sign the proposal or submit a signed information form may disqualify your proposal. Any proposal, which does not include prices, terms, F.O.B. point, the inquiry number, date and a realistic delivery premise, may be considered an incomplete proposal.

1.8 Proprietary Data

All deliverable items developed in answer to this RFP shall become the property of Harrisburg Area Community College. The Bidder shall not use, disclose, or furnish others any information relative to such deliverable items without first obtaining the written consent of Harrisburg Area Community College. All proprietary information disclosed to Harrisburg Area Community College shall be held in confidence and used only in performance of the contract, except as Harrisburg Area Community College may otherwise be permitted by written instructions from the Bidder. Confidential company information will not be divulged when defined as such.

1.9 Late Bids and Modifications

Any proposals and modifications to the bids received after the time and date set for the receipt of bids will NOT be considered unless, in the sole discretion of Harrisburg Area Community College, valid extenuating circumstances are involved.

1.10 Receipt and Opening of Bids

Bids will be received and opened by both HACC and PKC. Bids will NOT be publicly opened or read.

1.11 Withdrawal of Bid Responses

No bid response can be withdrawn after it is submitted. Bid responses shall be effective for 120 days from the date of receipt at Harrisburg Area Community College unless extended by mutual consent of HACC and the Bidder.

1.12 Bid Evaluation and Methodology

The purpose of the bid evaluation is to objectively analyze bid submittals to narrow the list of Bidders to those companies best qualified to manage the food service operations for Harrisburg Area Community College. Evaluation criteria developed by PKC, follows the bid submittal requirements exactly, allowing for an organized and consistent evaluation process. The evaluation process highlights the following major sections which correspond to the RFP Bid submittal requirements. Each of the sections is assigned a weighing figure reflecting the importance placed on each section.

Section	Weight
A La Carte Operations (Program, Menus, and Concept Descriptions)	20%
A La Carte Operations–Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	10%
A La Carte Operations – Pricing and Portions	25%
Management Organization	5%
Labor and Training Practices	5%
Sanitation and Safety	5%
Financial Bid Cost information and Financial Statements	25%
Sustainability	5%
Optional Bid Quotations	0%

1.13 Visits to Bidders' Facilities

Representatives from Harrisburg Area Community College reserve the right to inspect Bidders' existing foodservice accounts and to interview prospective Contractors prior to award of this contract. The Harrisburg Area Community College representatives may visit Bidders' existing facilities in or around end of March 2011.

1.14 Negotiations with Bidders

Harrisburg Area Community College reserves the right to negotiate and hold discussions with the Bidders as necessary to protect its own best interests. However, HACC may award a contract based on the initial offer without discussions of each offer, and reserves the right to reject any and all bid responses received, waive minor

technicalities and will be the sole judge as to whether the Bidder's response has satisfactorily met the requirements of the RFP.

Accordingly, Bidders should offer their most favorable terms from a price and service standpoint. The successful Contractor will be selected based on fulfillment of the RFP requirements and taking into consideration quality of product, commission/cost per student per day to HACC, food services provided, affordable and fair prices to the customer, past performance and reputation, and being able to reach a total agreement satisfactory for HACC anticipated needs.

1.15 Award of Contract

Award of the contract or rejection of all bid responses is scheduled for April 6th, 2011 or sooner. Performance under this contract is not expected to commence prior to July 1st, 2011. HACC reserves the right at its sole discretion, to award or reject a bid response for any reason and to modify these dates. Bid responses may be rejected by HACC if they reflect omissions, alterations of forms, additions not called for, conditions, limitations, unauthorized bids, or other irregularities of any kind, as determined by HACC.

Any special requirements needed by the Bidder to commence services must be listed in bid response and identified in the Table of Contents.

1.16 Power of Attorney and Counter Signature

Attorneys-in-fact who sign Bid Responses and Performance Bonds, Payment and Surety Bonds, must file with such bonds a certified copy of their Power of Attorney to sign such bonds.

1.17 Ethics in Contracting

By submitting their bid responses, all Bidders certify that their bid responses are made without collusion or fraud and that they have neither offered nor received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid response, and that they have not conferred on any Harrisburg Area Community College employee or PKC employee, past or present, any payment, loan, subscription, advance, deposit of money, travel, services or even items of a nominal value, present or promised.

1.18 Independent Contractor Relationship

The Bidder and Harrisburg Area Community College mutually understand and agree, and it is the intent of the parties, that an independent Contractor relationship will be established under the terms and conditions of any resulting agreement; that employees of the Contractor (awardee) are not nor shall they be deemed to be employees of Harrisburg Area Community College; and, that employees of Harrisburg Area Community College are not nor shall they be deemed to be employees of Contractor (awardee).

1.19 Execution of Contract

The Bidder to whom the contract is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver to Harrisburg Area Community College the Contract and including those items added or deleted during negotiations, satisfactory evidence of all required insurance coverage (as indicated in Section 1.23, below), and proof satisfactory to Harrisburg Area Community College of the authority of the person(s) executing the contract. The above documents must be furnished executed, and must be delivered before the contract will be executed by the Harrisburg Area Community College. The contract shall not be binding upon Harrisburg Area Community College until it has been executed by HACC and a copy of such fully executed contract is delivered to the successful Bidder.

1.20 Subcontracts

Nothing in this RFP shall be construed as creating any contractual relationship between any Bidder, subcontractor and Harrisburg Area Community College. Subcontractors will be permitted only with prior authorization of the Harrisburg Area Community College Executive Director, Procurement and Business Services. The successful Bidder is responsible for the performance of any subcontractor under its control. Sub-contractors must meet the same contractual requirements as the selected Contractor including insurance requirements.

1.21 Exceptions

Any Exceptions to this RFP should be clearly defined and reference the section, sub-section and page of the specification. All Exceptions must be included in the front of each copy of the bids submitted.

1.22 Student Employees

The successful Bidder will be strongly encouraged to use student help during the term of this contract. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, and duties).

Students employed by the Contractor will be paid at least the prevailing federal minimum wage.

1.23 Insurance Requirements

The Successful Bidder must provide evidence of insurance coverage at the time of bid submission. Certificate of coverage must be provided by awardee prior to contract execution indicating the following minimum coverage found in Appendix 1, Section 3.5.

SECTION C: Bid Submittal Requirements

1. Introduction

Harrisburg Area Community College requires each Bidder to submit information concerning their technical, financial, and other abilities to provide the services described in this RFP. Bidders should follow the minimum specifications as described in Section A: Foodservice Program. Each Bidder must submit the information shown below. All forms that need to be completed are contained in this section.

BIDDER'S CHECKLIST

The checklist below identifies the items which each Bidder must complete and submit with their proposal. Any errors or omissions made on the checklist do not relieve the Bidder of the responsibility to complete and submit all required documents in this RFP.

<u>Attachments</u>	<u>Number</u>
Bid Document Receipt Acknowledgment	1
Acknowledgment of Addenda	2
Contractor's Bid Form	3
Bid Signature Page for Sole Proprietor or Partnership	4
Bid Signature Page for Corporation	5

TECHNICAL PROPOSAL

- ◆ Program, Menus, and Concept Descriptions
- ◆ Staffing – Residential and Retail Dining Operations
 - ◆ Harrisburg Main Campus Cafeteria
 - ◆ Harrisburg Midtown Campus Cafeteria
 - ◆ Lancaster Campus Cafeteria
 - ◆ Lancaster Convenience Cart
 - ◆ Catering & Conferences
- ◆ Management organization
- ◆ Labor training practices
- ◆ Sanitation and Safety Programs
- ◆ Financial Bid
 - ◆ Base bid Quotation
 - ◆ Optional Bid Quotation



ATTACHMENT 1

Bid Document Receipt Acknowledgment

Please complete the following acknowledgment form and immediately **FAX** to:

Mr. Thomas Fogarty

Executive Director, Procurement and Business Services
Harrisburg Area Community College
349 Wiconisco St
Room 223
Harrisburg, PA 17110

Tel: 717-780-1930
Fax: 717-901-4625

Mr. Shaun Rostad

Project Manager
Porter Khouw Consulting, Inc.
P O Box 4028
1672 Village Green
Crofton, MD 21114

Tel: 410-451-3617
Fax: 410-451-3619

Date Bid Document Received: _____

Will you be bidding on this requirement: _____ (yes) _____ (no)

If not, why?

Person responsible for this Bid: _____

This is the person in your organization who is to receive any addenda (changes, additions, deletions or questions from other Bidders and Harrisburg Area Community College answers.)

Complete address for this person:

Address 1: _____

Address 2: _____

Phone: () _____

FAX: () _____

List the names and titles of the individuals (up to three) who will attend the Pre-Bid Conference.

1. _____

2. _____

3. _____



ATTACHMENT 2

Acknowledgment of Addenda

This form must be maintained cumulatively by the Bidder, and whenever an addendum is received by the Bidder, the number is entered on this form, and a copy of it is then to be mailed or faxed to the following:

Mr. Thomas Fogarty

Executive Director, Procurement and Business Services
Harrisburg Area Community College
349 Wiconisco St
Room 223

Tel: 717-780-1930
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Mr. Shaun Rostad

Project Manager
Porter Khouw Consulting, Inc.
P O Box 4028
1672 Village Green
Crofton, MD 21114

Tel: 410-451-3617
Fax: 410-451-3619

Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____

ATTACHMENT 3

Contractor's Bid Form

(This form must be submitted with each of the three [3] copies of the bid returned).

Date

Contractor

Dear Sir or Madam:

The undersigned, as Contractor, hereby declares that the only person or persons interested in this Bid as principal, or principals, is or are named herein, and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith without collusion or fraud.

The Contractor further declares that it has examined the site of the service work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the specifications for the work, and other Bid Documents relative thereto, and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below and that the Contractor is informed fully relative to the service to be performed.

The Contractor agrees, if this Bid is accepted, to contract with Harrisburg Area Community College to furnish all necessary materials, labor and incidentals necessary to perform and complete the services specified by this RFP and other Contract Documents.

By

Title

Date



ATTACHMENT 4

Bid Signature Page for Sole Proprietor or Partnership

The full names and residences of persons, partners or firms interested in the foregoing bid, as principals, are as follows:

Contractor: _____

Firm Name: _____

By: _____

Title: (Sole Proprietor or Partner)

(Seal)

Witnesses:

Post Office Address:

ATTACHMENT 5

Bid Signature Page for Corporation

The officers of the Corporation are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

If a subsidiary of another corporation completes this form, one for the Contractor and one for the owning corporation.

The full names and residences of stockholders, persons, or firms interested in the forgoing bid, as principals are as follows:

Contractor: _____

Post Office Address:

By: _____
President

By: _____
Secretary

(Corporate Seal)

State in which chartered: _____

Registry with State of Pennsylvania if foreign:

By: _____

Date: _____

2. Technical Proposal

Instructions for submitting all required information are contained in this section.

Bidders should be aware that Harrisburg Area Community College will cap year-to-year increases in cash (retail) prices to the regional CPI-Food Away from Home.

2.1 A La Carte Operation

The Contractor will be expected to develop a close collaborative relationship with the Contract Administrator office and the Campus' Business Director. Harrisburg Area Community College's Contract Administrator's approval is required for any brand names selected for items to be offered on the menus.

2.1.1 Harrisburg Main Campus Cafeteria

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Itemize projected sales using the forms provided in Appendix 5.

Provide a complete price and portion guide for items sold in this venue.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of HACCC.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 5.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

Foodservice workers will be employees of the Contractor and not the University. As with all staff of Contractor assigned to HACCC under this Contract, Contractor's use of such employees shall comply with all applicable federal, state and local employment and tax laws.

2.1.2 Harrisburg Midtown Campus Cafeteria

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Itemize projected sales using the forms provided in Appendix 5.

Provide a complete price and portion guide for items sold in this venue.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of HACCC.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 5.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

Foodservice workers will be employees of the Contractor and not the University. As with all staff of Contractor assigned to HACCC under this Contract, Contractor's use of such employees shall comply with all applicable federal, state and local employment and tax laws.

2.1.3 Lancaster Campus Cafeteria

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Itemize projected sales using the forms provided in Appendix 5.

Provide a complete price and portion guide for items sold in this venue.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of HACCC.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 5.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

Foodservice workers will be employees of the Contractor and not the University. As with all staff of Contractor assigned to HACCC under this Contract, Contractor's use of such employees shall comply with all applicable federal, state and local employment and tax laws.

2.1.4 Lancaster Convenience Cart

Program, Menus, and Concept Descriptions

Describe the concept proposed for this concept including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Itemize projected sales using the forms provided in Appendix 5.

Provide a complete price and portion guide for items sold in this venue.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of HACCC.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 5.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

Foodservice workers will be employees of the Contractor and not the University. As with all staff of Contractor assigned to HACCC under this Contract, Contractor's use of such employees shall comply with all applicable federal, state and local employment and tax laws.

2.1.5 Catering and Conferences

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. Catering shall be offered as a one stop shop for customers; (i.e. room reservations, menu planning/ordering, tables/chairs, audio-visual rental, billing, etc).

Prepare a catering manual. The manual shall contain sample breakfast, lunch and dinner menus, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice.

Assume menus will be changed at least once annually. It is desirable that the menus reflect visual beauty, variety, wellness, quality, and price (consistent with HACCC's catering history) as well as catering policies.

Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above. Catering price renewal will be due to Harrisburg Area Community College by no later than January 15th annually. Submit the average per cover prices of each of the following:

- ◆ Continental breakfast
- ◆ Hot, served breakfast
- ◆ Cold, served luncheon
- ◆ Hot, served luncheon
- ◆ Simple cocktail and hors d'oeuvre reception
- ◆ Cold, served dinner
- ◆ Hot, served dinner
- ◆ Full Dinner Buffet
- ◆ Stand-up reception and formal sit down, served dinner for a 250 person gala honoring HACCC donors

- ◆ Conference meals and breaks
- ◆ Fresh Fruit or Fresh Vegetable or CookieTray
- ◆ Beverages

Also, specify a catering program applicable to three tiers of customers:

- 1) Presidential
- 2) Day to day delivery
- 3) Pick-up service

Compute pricing to account for the Contractor's costs of goods, labor, operating supplies and other appropriate expenses. Pricing must reflect the Profit and Loss Catering structure of this RFP. Contractor will invoice the requestor for the cost of the catering with 30 day payment terms from the date of the event.

Itemize projected sales on the forms provided in Appendix 5.

The Contractor will be responsible for timely clean up after all catered events (defined as within two hours of event ending). Provide a plan to ensure that there is a timely and thorough clean up after all events to keep HACC's facility's clean.

Indicate which three or more major credit cards will be accepted by the Contractor. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of HACC.

Staffing

Submit staffing assumptions for one typical week of anticipated catering bookings. Detail the payroll rates and benefit costs for all hourly and salaried employees for catering.

Indicate to whom the catering manager will report.

2.2 Management Organization

Outlined below is specific information required by Harrisburg Area Community College regarding management requirements.

2.2.1 Management

Organization Charts

Submit a proposed organization chart for Harrisburg Area Community College foodservice operations which establishes the management hierarchy and the lines of communication between the unit management and employee categories.

Performance Evaluations

Present criteria used in annual evaluation of the account manager's performance.

Incentive Guidelines

Present incentive compensation guidelines, if any, for account management and key personnel.

2.2.2 Management Resumes

Bidders must submit professional resumes of the key management and supervisory personnel who will be assigned to this account.

As a minimum, each resume must contain the following information:

- ◆ Position
- ◆ Name
- ◆ Education
- ◆ Years of Employment with Bidder
- ◆ Level of Experience
- ◆ Professional Training
- ◆ Assignments under the current Contractor, noting size of each account, title, major responsibilities, and number of employees supervised
- ◆ Previous assignments; note same information as above.

The individual in charge of the Harrisburg Area Community College campus operations (general manager) must have a minimum of five years' successful managerial experience in College or HACC foodservice operations or equivalent; other supervisory and management staff must also have relevant experiences in catering, nutrition, and/or College or Community College dining.

Harrisburg Area Community College will require interviews with proposed site management personnel during the finalist interview process prior to contract award.

2.3 Labor and Training Practices

2.3.1 Labor Practices - Outlined below is specific information required by Harrisburg Area Community College regarding labor and training practices.

- ◆ Detail recruiting techniques and sources of non-management labor, while following all equal employment guidelines shown below. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, and duties).
- ◆ Describe personnel-related functions designed to maintain compliance with all local, state, and federal laws including but not limited to:
 - a) Fair Employment Practices.
 - b) Lawful Wage and Hour Practices.
 - c) Occupational Safety and Health Requirements.
 - d) Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act.
- ◆ Indicate whether employees to be assigned to the facility will be non-union or union at commencement of the contract. Bidder is to provide a copy of its Union Contract/Agreement expected to be in force if union personnel are to be used.
- ◆ Harrisburg Area Community College is committed to a policy of equal opportunity in education, employment, membership and contracts, and no differentiation will be made based on race, color, sex, age, religion, sexual orientation, national origin, veteran's status or the presence of a disability.

- ◆ Bidders are encouraged to provide a brief description of their benefit package. The description should include, but is not limited to, the following:
 - ◆ Health Care Coverage
 - ◆ Dental Insurance
 - ◆ Life Insurance
 - ◆ Eyewear Plan
 - ◆ Flexible Spending
 - ◆ Long-Term Disability
 - ◆ Retirement
 - ◆ Health Advocate
 - ◆ Employee Assistance Program
 - ◆ Tuition Benefits
 - ◆ Leave of Absence (Paid)
 - ◆ Leave of Absence (Unpaid)
 - ◆ Holidays for Staff
 - ◆ Vacation for Staff
 - ◆ Personal Loans

2.3.2 Transition Planning

Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.

A detailed transition plan will need to be developed and executed by the successful Contractor. The successful Contractor must state precise plans for each step in assuming control and describe its ability to commit the staff, personnel, and resources required to develop a responsive management structure. A statement of the successful Contractor's management philosophy must be included with full cooperation expected of the incumbent Contractor. Prepare and submit a plan description and explanation of any services required during a potential transition to a new Contractor for all events leading up to the anticipated start of the new contract July 1st, 2011.

2.3.3 Employee Training

The Bidder must provide to their employees, and ensure their compliance with, Harrisburg Area Community College's employee standards and ensure their compliance with them. These standards include, but are not limited to, professional appearance, attitude, customer interaction and uniform requirements.

Describe Bidder's non-supervisory training program, including hours of instruction, subject matter, visual aids, motivational and other training materials. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Bidder upon request).

2.3.4 Management Training

Describe supervisory and management training program, including hours of instruction, subject matter, attendance at schools and seminars, reading programs, and management training tools. Include at least one (1) copy of your complete training manual.

2.4 Sanitation and Safety

Describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.

Outline sanitation and safety self-inspection procedures for all foodservice operations at a Harrisburg Area Community College. Provide a sample copy of any checklist used during inspection. **Provide information regarding minimum standards and guidelines to ensure sanitation and safety in preparation, production and service areas. Required reports with measurable metrics will be delivered to HACC's Contract Administrator on a monthly basis throughout the term of this agreement.**

Describe in detail how the appropriate steps are taken to ensure HACCP compliance throughout this agreement. Provide a plan to ensure continuous and frequent documentation of internal inspections and what actions will be/were taken to correct any issues discovered.

Provide a brief description of your company's overall policy/philosophy regarding reduction of solid wastes and recycling.

2.5 Sustainability

Explain in detail how Harrisburg Area Community College's environmental sustainability program will be adhered to. This must include ways to eliminate plastic/styrofoam in the dining program and a description of what other materials will be used for disposable plates/cups/silverware/containers. This plan must also include a description of how composting and recycling efforts will be implemented and/or enhanced on each of the campuses.

3. Financial Bid

BASE BID QUOTATION

The financial bid portion of this RFP requires that the Bidder provide a Base Bid Quotation using the Foodservice Pro Forma Worksheet provided at the end of this section.

ADDITIONAL BID QUOTATION

Any additional bid should be provided in a similar format separate from the three mandatory Base Bid Quotations.

3.2 Cost Information and Financial Statements

3.2.1 Introduction

Complete the sales worksheets, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for a minimum five (5) years. Bidders are asked to align each year's projections with Harrisburg Area Community College's fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%.

Financial statements are to be based on the programs described in Section A: Foodservice Program, and the menus, programs, concepts, and staffing plans Bidder has completed as part of Section C: Bid Submittal Requirements - Technical Proposal. Financial statements should follow the Base Bid Quotation requirements, as described in Section C: Bid Submittal Requirements.

Bidders are to assume all fees associated with credit card sales.

The foodservice pro forma statements are to include only those revenue and expense items directly associated with a Harrisburg Area Community College operation. All revenues and expenses are to be shown using 2011 dollars with appropriate percentages, per instructions. All costs and expenses are to be allocated to the appropriate revenue centers.

The forms should be strictly adhered to and the Bidder should note any discrepancies or modifications with accompanying footnotes.

The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations must be included as back-up information. The worksheets are to be completed for each foodservice outlet and should include a breakdown for each Location and Meal Period proposed.

To identify clearly how each figure was derived for the pro forma statements, the Bidder should include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.

Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

Financial Statement Assumptions

Participation assumptions and sales projections for the foodservice operations should be developed based on the population projections and other information as described in Section A: Foodservice Program.

Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by Harrisburg Area Community College before they are implemented. The Contractor may, subject to Harrisburg Area Community College's approval, increase aggregated cash prices up to the CPI-Food Away From Home annually. It is not the intent to allow for an increase annually but to make the Contractor aware that Harrisburg Area Community College will be firmly committed to keeping price increases at a minimum.

Contractor's rate increases will be subject to approval by Harrisburg Area Community College up to the increase in the regional CPI-Food Away From Home.

The Contractor will remit to the State of Pennsylvania tax commission any State Sales Tax that are required by Commonwealth of PA tax code/law.

The Contractor will assume full monetary responsibility for computers, telecommunications service, both voice and data, local and long distance, installation, and monthly charges. Those costs shall be a direct cost of operations.

The Contractor will be responsible for the daily janitorial and cleaning duties for all back of house foodservice areas and general serving areas. The cleaning of the dining room area, tables, chairs and bench will be the responsibility of HACC.

The Contractor will provide all vehicles required for foodservice usage and transportation and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Pennsylvania State law. These costs shall be a direct cost of operation.

3.2.2 Examples of Other Reports

Submit one or more samples of financial reports Bidder shall submit to HACC as representation of the reporting format Bidder intends to use for Harrisburg Area Community College. The sample does not have to disclose the name of the client.

3.2.3 Commissions

BASE BID QUOTATION (REQUIRED)

This quotation is to be used for preparing Bidder's pro forma financial statements.

Cash Operations

Cite the annual commission per location, both a minimum dollar amount and/or a percentage of net sales, for each cash operation, to be remitted to Harrisburg Area Community College.

In addition, compute the dollar value of commissions per location, based on your projections, that you guarantee will be remitted to Harrisburg Area Community College, for each of the five years of the contract. Guarantees will be remitted to Harrisburg Area Community College on the fiscal starting date of each contract year.

Regarding Net Losses

Any and all net losses associated with this contract as the sum of Harrisburg Area Community College's authorized operating expenses and commissions paid to HACC from Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this agreement.

OPTIONAL (ALTERNATE) BID PROGRAM SUBMISSION

After having complied with the base bid and mandatory alternate bids as articulated in foodservice Section A: Foodservice Program of in this RFP Bidders are given the options to submit alternate program proposals. The Bidder shall be required to prepare and submit a complete set of financial worksheets and pro forma's for each year of the term of the agreement for the alternate proposal. As shown in Appendix 5 in conjunction with instruction for completing the pro forma workbook in the Excel file provided.

3.2.4 Summary

Harrisburg Area Community College is seeking innovative, effective foodservice management of the campus dining services and therefore encourages Bidders to be creative in all aspects of the technical and financial arrangements sections of the bid response and in any optional bid quotations.

A template of financial statements required for each foodservice operation is provided on the attached Excel file.

ATTACHMENT 6

Foodservice Pro Forma Worksheets Of Income And Expense (plus Excel File)

PKC has prepared an Excel based set of worksheets and pro forma to aid the Bidders in collecting, calculating and presenting their data. The Bidders shall be completely responsible for the numbers and calculations as shown on the worksheet and will ultimately be used as the basis for all financial calculations and projections associated with this bid.

Instructions for Completing the Pro Forma Workbook

The Bidder is expected to complete the pro forma workbook provided on the attached Excel file. This pro forma workbook covers a five (5) year period. The workbook includes the following worksheets:

- ◆ Instructions
- ◆ Retail Dining Revenue Worksheet
- ◆ Catering and Conference Revenue Worksheet
- ◆ Retail Dining staffing worksheet
- ◆ Pro Forma Worksheets

Instructions: Bidders are to submit their financial bids by filling out the worksheets provided on the Excel file included with this RFP. Bidders are to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. Bidders are to include a hard copy of their pro forma worksheets within their RFP submittal.

Retail Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Catering Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Conference Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Retail Staffing Schedules: The Staffing Schedule is to be completed based on the descriptions provided in Section A: Foodservice Program. Foodservice job categories that should be identified include administrative, supervisory, production, service, and utility with sub-categories naming potential job positions. The estimates of the hours to be worked by all employees will be firm as stated in the response. It should be noted that Harrisburg Area Community College will review the wage and salary levels projected as an indication of the level of quality intended for the facility, the subsequent rate of employee turnover, and the cost effectiveness of the Bidder's scheduling. Bidders are required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. Bidders are required to submit detailed back-up showing their staffing load for each outlet above, and for catering.

All job positions required to staff each area must be listed on the Staffing Schedule under the proper category. According to the headings at the top of the chart, the following information is requested:

Position: Identify main category, then list job positions. Each employee should be included; however, employees with the same job title and hourly rate may be entered in the same line of the worksheet. Refer to example shown below:

Hourly Employees:

- ◆ Job Category 1
- ◆ Job Category 2
- ◆ Job Category 3

Rate: Note employee compensation by hourly rate or annual salary

Status: Identify full - (F) or part-time (P) status

Hours: Block out expected daily shifts. Place a "1" in a box to indicate each employee working for the full hour. If the employee starts on the half hour, (i.e., 6:30 a.m. enter a 0.5 in the 6:00 a.m. box.)

Calculate the yearly benefit cost for each area and indicate a separate total for the total Employee Benefits section of the pro forma. Please provide hard copy of all necessary back-up calculations and assumptions.

Bidders should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by Harrisburg Area Community College if additional clarity is needed.

Pro Forma worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Authorized Operating Expenses: In preparing their responses, HACC has provided a list of authorized and unauthorized operating expenses that may be included in their pro forma bids. Customary expenses, attributable directly to the operation of HACC's foodservices, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services (conference and catering foodservice). Expenses are considered to be usual foodservice net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- ◆ Cost of food and beverages
- ◆ Salaries and wages
- ◆ Payroll taxes
- ◆ Employee benefits (including worker's compensation insurance)
- ◆ Uniforms
- ◆ Laundry (includes linen replacement)
- ◆ Paper supplies
- ◆ Telephone and computer/data lines provided by HACC
- ◆ Cleaning supplies
- ◆ Fire Suppression System Inspection and Service
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.)
- ◆ Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses)
- ◆ Transportation costs (previously approved by HACC) involved in moving goods, equipment, and supplies between locations on campus)
- ◆ Cost of Subcontracted services approved by HACC (e.g., service contracts, bank service)
- ◆ Insurance coverage's specified herein
- ◆ Armored car service

- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from HACCC) and brought on site

Unauthorized Items of Expense: Expenses which are to be paid by the Contractor and are not to be included on Contractor's statements or used to offset revenues include but are not limited to:

- ◆ The expense of payroll computations and the disbursement of the payroll
- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers
- ◆ Accounting expenses including costs of producing financial reports
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this agreement
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees
- ◆ Monies or other property, lost or stolen, either on or off HACCC premises
- ◆ Express delivery charges of any type, except those with prior approval by HACCC
- ◆ Inventory interest or carrying cost, except those authorized in this agreement
- ◆ Excessive overtime pay (limits to be determined)
- ◆ Legal expenses
- ◆ All taxes, except for payroll and property taxes
- ◆ Relocation expenses of any of the Contractor's employees
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by HACCC
- ◆ Modem/T1/Internet charges and any extra telephone lines
- ◆ Memberships in local or national groups of any type
- ◆ Costs for any Contractor employee to attend seminars or conferences of any type
- ◆ Anything else not expressly set forth herein
- ◆ Travel expenses of all personnel above the Foodservice Director
- ◆ Contractor's personal use of the facilities

SECTION D: Appendices

APPENDIX 1

Draft Management Contract

1. Article 1

1.0 Introduction

THIS AGREEMENT, made and entered into this ____ day of _____ 2011, by and between the Awardee, hereinafter referred to as "Contractor", and Harrisburg Area Community College (HACC), Harrisburg and Lancaster, PA, hereinafter referred to as "HACC"

WITNESSETH

THAT WHEREAS, HACC has issued a Request for Proposals (attached hereto as Attachment ____ and incorporated by reference); and

WHEREAS, the Contractor has submitted to HACC a proposal for the performance of certain services (attached hereto as Attachment ____ and incorporated by reference); and

WHEREAS, HACC wishes to avail itself of those services and the parties hereto desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the details of the contract, as described on the following pages:

1.1 Definitions

Whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.1.1 **Bidder:** Any Company that accepts the invitation to bid on the management of campus food service at Harrisburg Area Community College's (HACC) campus and submits a management proposal and financial bid for same.
- 1.1.2 **Contract:** This written agreement between HACC and the Contractor for the performance of the work in accordance with the requirements within it and its attachments and amendments.
- 1.1.3 **Contract Administrator:** The person authorized by HACC or his or her designee to administer the Contract and coordinate the activities of the Contractor on the campuses.

- 1.1.4 **Contract Documents:** The Contractor's menus, prices, and portion sizes; performance, payment; RFP document (Attachment ____); the Contractor's bid response; (Attachment ____) and all addenda and supplemental agreements.
- 1.1.5 **The Contractor Food Service Director (FSD):** The person authorized by the Contractor to act fully on behalf of the Contractor in managing Harrisburg Area Community College's campus dining services.
- 1.1.6 **Contract Year:** Harrisburg Area Community College's Fiscal Year (July 1st to June 30th)
- 1.1.7 **The Contractor:** The successful Bidder.
- 1.1.8 **Departmental Charges:** Various HACC departments that may arrange for catered functions may be billed by the Contractor. Such billings are referred to as departmental charges.
- 1.1.9 **Food/Dining Service:** The management of food service operations for Harrisburg Area Community College.
- 1.1.10 **Menu:** List of all food and beverage items offered in the various food service facilities.
- 1.1.11 **Retail Dining:** Customers pay separately for each menu item that is priced as such (A La Carte).
- 1.1.12 **Gross Sales:** Total sales less state sales tax including all revenues for retail dining venues and all catering revenues.
- 1.1.13 **Gross Profit:** Gross sales less cost of sales.
- 1.1.14 **Cost of Sales:** Beginning food inventory plus all food purchases minus ending food inventory.
- 1.1.15 **Operating Profit:** Gross profit minus payroll and HACC authorized Contractor operating expenses.
- 1.1.16 **Harrisburg Area Community College Commissions:** A guaranteed annual dollar amount or percentage of gross sales agreed upon in this Contract given to HACC by the Contractor on an annual basis throughout the term of this Contract.
- 1.1.17 **Net Profit:** Any excess of gross profit over and above HACC authorized payroll expenses; HACC authorized Contractor operating expenses, and commissions paid to HACC from the Contractor.
- 1.1.18 **RFP:** The Request for Proposal document issued by HACC and its components.
- 1.1.19 **Servery:** Area of food services that offer foods and beverages for self-service or are served by food service employees to customers who place these items on trays.
- 1.1.20 **Subcontractor:** Any individual, partnership, or corporation who is contractually bound to the Contractor to perform a specific portion of the total work package under this Contract, with prior written approval by the Contract Administrator.
- 1.1.21 **Term:** Five (5) years, with one (1) five (5) year extension, commencing on July 1st, 2011 and ending on June 30th, 2016 with HACC having the option of extending the contract at their sole discretion.
- 1.1.22 **HACC:** Harrisburg Area Community College campus, its students, faculty, and staff, and its officers and guests.

- 1.1.23 **Unit Managers:** Persons authorized by the Food Service Director who shall supervise, coordinate the activities of, and be responsible for, the performance of the Contractor's employees.
- 1.1.24 **Utilities:** Electric, gas, water, sewer, heating, ventilation, and air conditioning, telephone, hazardous waste removal, recycling, rubbish removal, computer/data line charges.
- 1.1.25 **Vegetarian:** Food or beverage that contains no meat products or meat bases but may include dairy products.
- 1.1.26 **Change Order:** A written order initialed by the Contract Administrator directing the Contractor to perform changes, additions, or deletions in the work for a specific period designated by the Contract Administrator.
- 1.1.27 **Net Loss:** The sum of HACC authorized payroll expenses, HACC authorized Contractor operating expenses, HACC authorized cost of sales, and commissions paid to HACC from the Contractor in excess of gross sales (total sales less State sales tax).

2. Article 2 - Scope of Services

2.0 Introduction

The Contractor agrees to manage and operate campus dining services which are maintained as an integral part of HACC's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by HACC. The campus dining food services shall include:

- ◆ Harrisburg Main Campus Cafeteria
- ◆ Harrisburg Midtown Campus Cafeteria
- ◆ Lancaster Campus Cafeteria
- ◆ Lancaster Convenience Cart
- ◆ Catering & Conferences

The Contractor shall inform HACC of new and potential services that may be beneficial to HACC. HACC and the Contractor will jointly determine if this new service shall be incorporated into HACC's foodservice operations.

The Contractor will be granted rights to operate the dining facility and catering operations as defined in this Contract, with the exception of carbonated and non-carbonated canned and bottled beverage vending services. This vending service is under a separate Contract. Contractor will abide by any exclusive beverage agreement HACC has in place.

Kitchens and serveries of HACC will not be used for catered events by outside parties. New facilities may or may not be added at the discretion of HACC.

The Contractor agrees to provide quality services as outlined in the bid document (Attachment ____) at locations mutually agreed to by both parties.

HACC reserves the right during non-operating hours to utilize the food service and dining facilities for other purposes and the right to engage any other food service Contractor to provide food and beverages for events.

3. Article 3 - Responsibilities of the Contractor

3.1 Use of Facilities

The physical facilities and equipment made available to the Contractor under this agreement shall be used by the Contractor solely to provide food and beverage services for HACC as set forth herein.

- 3.1.1 The Contractor is responsible for custodial services in all assigned food service spaces throughout campus including loading docks, kitchen, service area and dining area floors, ceilings, walls, vents, restrooms within dining facilities, and entrances to dining facilities.

3.2 Use of the Contractor's Off-Premises Facilities

The Contractor may utilize centralized food preparation, distribution (warehouse), and/or storage sources (commissary) located elsewhere, from which distribution is made to HACC's facilities operated by the Contractor. Prices charged to HACC for items obtained from these centralized sources shall not exceed the actual costs of procurement, storage, preparation, and distribution and shall be competitive with prices in the dining facilities and are subject to HACC's prior written approval, audits, and inspections. The use of such centralized food preparation and/or storage sources shall comply with industry accepted standards of quality and service and is subject to HACC's prior written approval, audits, and inspections.

3.3 Personnel

- 3.3.1 The Contractor shall employ one (1) full-time, on-site Food Service Director (FSD) for each campus (Main Campus and Lancaster) responsible for all food service functions at HACC's facility as specified in this Contract. The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The FSD will have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD will have a high degree of management expertise, as evidenced by prior food service management duties involving College-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be HACC account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor.
- 3.3.2 HACC reserves the right to review the qualifications of the FSD, all unit managers, chefs and catering managers that the Contractor proposes to place at HACC. HACC may withhold approval of the FSD, chef and of specific unit and catering managers in which case the Contractor is required to submit other candidates. The FSD and unit managers assigned to HACC shall be selected with prior approval of HACC. The individuals selected for these positions shall remain at HACC for a minimum period of two (2) years or as long as their performance is acceptable to HACC or the individual resigns or is otherwise unable to perform his or her duties.

HACC reserves the right, at any time, to require the Contractor to remove the FSD, chef, unit and catering manager(s), or other employees if at the sole discretion of HACC the performance or conduct of the individual is found to be unacceptable.

The FSD, chef and unit managers assigned to HACC shall not be changed more than once every two (2) years unless mutually agreed, and not without 30 days advance notice and replacement selection made which is acceptable to and mutually agreed by HACC. These positions shall not remain unfilled. During any such search period for a FSD, his/her supervisor shall be on site at least five (5) days per week.

- 3.3.3 Unless a removal is requested in writing by HACC or approved in writing by HACC, Contractor will retain the FSD (___) and the Catering Manager on HACC's account for a minimum of 24 months and shall not initiate the transfer of such manager from HACC's account during this time so long as such manager is employed by Contractor or a parent, subsidiary or related entity of Contractor. Any breach of this minimum assignment time clause will result in Contractor's payment to HACC of \$20,000 for each occurrence, unless approved in advance in writing by HACC.
- 3.3.4 The Contractor will recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the foods facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high quality of food as required by HACC. The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees to call in to cover for absenteeism.
- 3.3.5 The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by HACC. The Contractor's employees must comply with HACC rules as they relate to smoking on campus. HACC is a drug-free environment.
- 3.3.6 The Contractor will comply with all federal, state, county and HACC regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).
- 3.3.7 The Contractor will comply with all federal, state, county, HACC, and local regulations pertaining to discrimination because of race, color, religion, sex, age, national origin, handicap (as defined in the 1990 Americans with Disabilities Act), or status as a Vietnam veteran (as defined and prohibited by applicable governmental law), in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food personnel. This fundamental rule of conduct, endorsed and followed by HACC, will be clearly communicated by the Contractor to all the Contractor's employees and prospective employees.

In addition, each party affirms that it is an equal opportunity employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: the Rehabilitation Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

- 3.3.8 The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the time of performance of service.

The Contractor will guarantee that all employees engaged in the handling and serving of food are:

- 1) clean, and neat appearing attire and footwear;
- 2) advised by their management on reporting illness; and
- 3) in compliance with the health regulations of the Contractor.

When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well being of the student population or other condition which could affect the safe, sanitary, or healthful operation of the food service, the Contractor shall notify HACC and will ensure that the said employee undergo an examination which would either verify or contradict the existence of the condition. If such condition is verified, the Contractor will not utilize the services of said employee at the food service until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.

The Contractor agrees that all employees will be dressed in clean, neat-appearing uniforms. The Contractor will ensure that its employees wear proper and neat-appearing footwear while working on HACC premises.

Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term "appropriate uniform" is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by HACC. The Contractor must submit any proposed uniform modifications to HACC for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

- 3.3.9 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 3.3.10 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- 3.3.11 The Contractor shall assure that the Food Service Director or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering services.
- 3.3.12 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
- 3.3.13 The Contractor shall notify HACC in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.
- 3.3.14 The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- 3.3.15 Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to HACC facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- 3.3.16 The Contractor shall provide HACC Contract Administrator with an up-to-date training schedule for all new employees. This training sheet, showing subject matter and tasks included in training, must be signed by the worker after receiving training.
- 3.3.17 The Contractor shall bond all employees who handle cash at HACC campus dining services. The Contractor shall furnish HACC Contract Administrator with a list of all bonded employees and provide updates regularly (with each change in the list).
- 3.3.18 The Contractor shall offer employment to the University students and observe the following guidelines:

WAGES

Student employees on the Contractor's payroll shall be compensated at least at applicable minimum hourly wage rate. Wage rate shall not be increased without the mutual consent of the University and the Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.

3.3.19 University Work Regulations

University Regulations Regarding All the Contractor Employees. The following regulations shall apply to all employees on the Contractor's payroll:

- 1) The Contractor employees shall adhere strictly to the University's regulations concerning personal behavior as stated in the University's Policies and Procedures Manual, and no such employees shall be assigned for work on the University's premises that are not acceptable to the University.
- 2) The Contractor employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, University and national health regulations. The Contractor shall submit evidence of such compliance to the University upon request.
- 3) The Contractor employees shall perform security background and reference checks on all employees before they are employed on University premises.

3.4 Spaces on Premises Available To the Contractor

Facilities will be provided as described herein. The available food space and facilities shall be returned to HACC at the end of the Contract in a condition correspondent to the status existing at the time of entering into the Contract, or as improved during the term of the Contract, reasonable wear and tear accepted. It shall be the Contractor's responsibility to maintain the space in good condition throughout the term of the Contract in a manner befitting to HACC and notify HACC, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility.

HACC will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought onto the premises.

3.5 Insurance and Indemnification

The Contractor shall procure and maintain at the Contractor's expense, during the period of the Contract, the insurance described in the following sub-paragraphs. Insurance shall be with a company or companies qualified to do business in HACC, acceptable to HACC, and written on the standard approved comprehensive General Liability Policy form. The Contractor shall furnish HACC a certificate showing that such insurance is in effect. Insurance will not be canceled or reduced until at least sixty (60) calendar days prior notice is sent to HACC Contract Administrator by the insurance company or agent. Such notice is to be sent via registered mail. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to HACC at least ten (10) calendar days prior to the expiration of the term of such policy. The Contractor will also provide worker's compensation insurance for its employees and all other insurance, if any, as may be required by law or desired by the Contractor.

All liability insurance policies shall name HACC as the additional insured to include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges and expenses arising out of, or in connection with,

any loss, damage, or injury resulting from the negligence or other fault of the Contractor, the Contractor's agents, representatives, and employees. The Contractor shall furnish certificates of insurance to HACC in the following minimum limits:

3.5.1 Insurance and Indemnification

To the fullest extent permitted by law, the contractor, agrees to assume the entire responsibility and liability for the defense of, and to pay and indemnify, Harrisburg Area Community College, its agents and assigns, their respective principals, directors, officers, trustees, and employees, against any loss, cost, expense, liability or damage, and will hold Harrisburg Area Community College harmless from and pay any loss, claim, expense, liability, or demand, including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings, which Harrisburg Area Community College incurs because of injury to, or the death of, any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work of the contractor whether or not such injuries or damages are due to the negligence of the contractor, excluding liability created by the sole and exclusive negligence of Harrisburg Area Community College, and also, where such liability is partially attributable to the negligence of Harrisburg Area Community College, excluding only that portion of the joint liability attributable to the negligence of Harrisburg Area Community College.

3.5.1.1 UMBRELLA/EXCESS COVERAGE

The minimum Umbrella/Excess coverage carried by the Contractor shall be \$1,000,000 per occurrence/aggregate.

3.5.1.2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability including products liability and completed operations liability (including \$5,000,000 umbrella/excess liability coverage and Contractual liability):

- ◆ Bodily Injury & Property Damage Limited Combined Single:
 - ◆ Aggregate Limit \$2,000,000 (Other than Products/Completed Operations)
 - ◆ Each Occurrence Limit \$2,000,000
- ◆ General Liability Policy shall cover at least \$10,000 for Medical Payments.
- ◆ General Liability Policy shall cover Damages to Premises Rented to you for \$1,000,000.

The policy shall provide primary coverage and shall be endorsed to name Harrisburg Area Community College as additional insured.

3.5.1.3 AUTOMOBILE LIABILITY

Automobile Liability for owned, hired, leased, and non-owned vehicles: Bodily Injury Property Damage - \$1,000,000 (each accident)

3.5.1.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability (Statutory Coverage and Limits)

- ◆ Employee Dishonesty including Third Party Coverage \$500,000

3.5.1.5 The certificate should also indicate that in the event of cancellation of any of the policies, 30 days prior written notice of cancellation will be given to HACC.

3.5.1.6 ADDITIONAL INSURED

On all endorsements HACC and its employees shall be named as additional insured.

3.5.1.7 CERTIFICATE/ENDORSEMENT

An insurance binder letter or certificate of insurance must be filed by the Contractor's insurance agent in HACC's office at the address listed below. Annual policy renewals shall also be filed with HACC at the address below. This insurance policy will be non-cancelable or reducible except upon thirty (30) days written notice to HACC.

An Endorsement shall be provided indicating that Harrisburg Area Community College, its agents and assigns, their respective principals, directors, officers, trustees, and employees are endorsed as Additional Insureds.

3.5.1.8 PROPERTY INSURANCE

HACC shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep HACC's buildings, including the Premises, and all property owned by HACC insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance. Contractor shall maintain fire and extended coverage insurance on any and all property owned by the Contractor. Such insurance policy shall name HACC as an additional insured and loss payee with respects HACC's ownership interest in any property purchased by the Contractor for use on HACC's premises or otherwise under the terms of this agreement.

3.5.1.9 LIABILITY FOR NON-CONTRACTOR APPROVED VENDORS

HACC understands that Contractor will enter into agreements with many vendors and suppliers of products which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Contractor for or on behalf of HACC. HACC may, however, direct Contractor to purchase products from non-Contractor approved vendors. In such instances, for the mutual protection of HACC and Contractor, HACC will require each such vendor to obtain from a reputable insurance company acceptable to HACC and Contractor liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000) for each occurrence naming HACC, its trustees, directors, officers, employees, agents and representatives, and Contractor as additional insureds. The insurance shall not exclude the negligence of HACC or Contractor. A certificate evidencing such insurance shall be provided to HACC and Contractor. HACC shall also require each such vendor to sign an indemnity certificate (acceptable to HACC and Contractor) in which such vendor shall agree to defend, indemnify, and hold harmless HACC and Contractor from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product. HACC shall not require Contractor to use products from non-Contractor approved vendors until such insurance certificates and indemnity certificate has been provided.

3.6 Procurement

- 3.6.1 The Contractor shall procure all food and non-food items and cleaning supplies for all food service facilities described herein. The Contractor shall comply with all current and future exclusive or non-exclusive vended and non-vended carbonated and non-Carbonated beverage agreement entered into by HACC.

- 3.6.2 The Contractor shall purchase all necessary smallwares, china, glassware, and flatware. Title to all such smallwares, china, glassware, and flatware shall rest solely with HACC. The Contractor shall list china, glassware, silver, kitchen utensils, and tray replacement costs as "Operating Expenses." The Contractor shall reconcile all china (if any) and smallwares annually owned by HACC and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. Reconciliation of inventories should be on an annual basis at the end of each fiscal year.
- 3.6.3 The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- ◆ All meats, meat products, poultry, poultry products, and fish must be Government inspected.
 - ◆ Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
 - ◆ Pork shall be U.S. No. 1.
 - ◆ Poultry shall be U.S. Government Grade A.
 - ◆ Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally-distributed brand, packed under continuous inspection of the U.S.D.A.
 - ◆ Dairy products:
 - ◆ Eggs – fresh U.S.D.A. or State graded "A"
 - ◆ Butter – U.S.D.A. Grade "A" (92) score
 - ◆ Cheese – U.S.D.A. Grade "A" for all graded cheese
 - ◆ Milk and Milk Products – U.S.D.A. Grade "A"
 - ◆ Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
 - ◆ Dry stored items and canned goods – Grade "A" fancy.
 - ◆ Frozen fruits and vegetables – U.S.D.A. Grade "A".
 - ◆ All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.
- 3.6.4 Equipment Provided by the Contractor

Subject to written approval by HACC, any equipment not furnished by HACC and deemed necessary by the Contractor must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property, subject to written approval by HACC, until expiration of the Contract at which time HACC reserves the option to purchase some or all of the Contractor's equipment at the lower of either the depreciated cost or its fair market value.

3.7 Sanitation and Safety

- 3.7.1 The Contractor shall maintain, at all times, HACC's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements. Any violations or findings in

need of correction must be corrected within twenty-four (24) hours. If the Contractor is cited for the same violation on more than one (1) occasion, it will be considered a breach of contract and terms outlined in Section 6 will apply.

The Contractor is responsible to notify the Contract Administrator, in writing, of any potential violations which, under terms of the Contract, HACCC carries the responsibility to correct. The Contractor is responsible to pay all fines immediately and notify HACCC within 24 hours of receipt of any notice of fine(s).

- 3.7.2 If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.
- 3.7.3 The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all HACCC and local safety standards and regulations. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause.
- 3.7.4 The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold HACCC, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- 3.7.5 Contractor's employees shall be trained in ServSafe food handling procedures.
- 3.7.6 The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
- ◆ Clean all kitchen surfaces and equipment on a continuous basis and following each meal period.
 - ◆ Contractor will recycle according to HACCC sustainability regulations and policies, and costs shall be borne by Contractor.
 - ◆ Keep public areas free from hazardous conditions.
 - ◆ Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
 - ◆ Clean kitchen and service area floors, walls, and vents as required.

3.8 Equipment Maintenance

The Contractor shall provide a list of equipment and necessary maintenance for the upcoming academic year prior to, or with the annual food services budget, for all College-owned food service equipment. HACCC shall pay for repair and maintenance costs. A preventive maintenance plan for all equipment shall be submitted in writing to the Contract Administrator and Director of Physical Plant at the beginning of each fiscal year.

3.9 Menus and Prices

- 3.9.1 The Contractor shall be responsible for providing a variety of high-quality and nutritious foods at reasonable prices at the dining facility. The focus on increased wellness options and marketing as such should be the Contractor's constant focus. The following should guide menu development:
- ◆ Develop innovative menus which emphasize variety, nutrition awareness, and quality.
 - ◆ Utilize food displays and merchandising techniques to ensure customer satisfaction.
 - ◆ Offer menus that complement the stature of HACC integrated with the realistic need to economize on space, utilities, and labor costs.
 - ◆ Be responsive to changing meal trends and patron preferences.
 - ◆ Be able to produce the menus with the proposed staffing plans submitted by the Contractor and the equipment available on HACC' premises as specified.
 - ◆ Menu prices shall not increase without the permission of HACC. Price increases shall not increase any higher than the Consumer Price Index (CPI-Food Away From Home).
- 3.9.2 Web Page: Contractor shall maintain web pages or website linked to HACC website with current and useful information for HACC community. Posted items include operational hours, menus, administrative contacts and phone numbers, policies and practices (hours of operation, take-out, etc.), description of dining venues. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.
- 3.9.3 Portions/Pricing: It shall be the responsibility of the Contractor to review, establish, and propose the pricing and portion sizes of all items available for sale in the food facilities with final review and approval by the Contract Administrator prior to posting or changing prices.

3.10 Emergency Procedures

- 3.10.1 The Contractor shall provide HACC Contract Administrator and Public Safety Office with the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week. These individuals are:
- | | | |
|----|------------|-------------|
| 1) | Name _____ | Phone _____ |
| 2) | Name _____ | Phone _____ |
| 3) | Name _____ | Phone _____ |
- 3.10.2 Fire and Other Emergencies: In the event of fire or other emergencies, the Contractor's employees shall immediately pull the fire alarm closest to the location of the fire and immediately call HACC's fire emergency number. The Contractor shall train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by HACC.

3.11 Safety and Security

The Contractor and all employees shall comply with all HACCC rules and regulations governing access to and conduct on HACCC's property. HACCC shall furnish the Contractor's personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of the Contractor to return to HACCC employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Contract Administrator.

- 3.11.1 The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food and beverage spaces. The areas under the Contractor's jurisdiction shall be the Contractor's responsibility relative to security during the scheduled hours of operation. HACCC shall issue all necessary keys to the Contractor.
- 3.11.2 Fire Safety and Compliance: Contractor shall be responsible to assure compliance with all Pennsylvania State fire codes governing the dining facilities and operations (excluding building structural and building engineering systems which HACCC is responsible for). Contractor shall assure that all contractor employees shall comply with all HACCC and Pennsylvania State rules and regulations regarding fire safety, including but not limited to fire safety training and education and fire safety inspections. Further, Contractor shall be liable for payment of any fines levied to HACCC as a result of Contractor's staff failure to comply with Pennsylvania State fire codes.

3.12 Damages, Injury, Thefts

- 3.12.1 Damages/Injuries: The Contractor shall give HACCC and HACCC Security Department prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building.
- 3.12.2 Vandalism and Thefts: Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to HACCC Contract Administrator and HACCC's Security Department immediately upon discovery.

3.13 Theft and Loss Liability

HACCC will not be responsible for any of the Contractor's internal losses or thefts, and any such losses must be borne solely by the Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of this Contract.

3.14 Garbage Removal and Recycling

All trash collected by the Contractor must be removed by the Contractor at the time of collection, separated according to classification, and sent to areas designated by the Contract Administrator. All articles and/or material designated as trash must be removed to designated areas as requested, in containers approved by HACCC.

- 3.14.1 Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste.

3.15 Operating Budget

On or before March 30th of each year, the Contractor shall submit to HACC Contract Administrator a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for HACC's next fiscal year (July 1 to June 30) in a mutually agreed format. The Contractor and HACC will meet to review the budget annually with the intent of agreeing on an operating budget for the upcoming year. All operating budgets are subject to approval by HACC.

3.16 Audit of Facility

The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility locally in HACC offices in a mutually agreed upon format. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting practices contain information bearing upon or relating to cost, income, gross sales, or profits. This information shall be available for seven (7) years subsequent to the Contractor's fiscal year for inspection on HACC premises by HACC during regular working hours and shall be subject to audit by HACC or its agents at any reasonable time at no cost.

Documents requested by HACC shall be delivered at the Contractor's expense to an HACC designated site within ten (10) working days. Any such audit shall be paid for by HACC, unless such audit shall determine that there is a deficiency in the payment of funds due to HACC for an academic year in excess of 0.5% of the profits theretofore computed and paid by the Contractor for each academic year. In such latter event, the Contractor shall pay the full cost of such audit.

The Contractor shall be subject to periodic, unannounced operational audits of the food facilities by a representative of HACC. The audit shall specifically include a comprehensive review of:

- ◆ Service quality, attentiveness, courteousness, etc.
- ◆ Food quality, presentation, merchandising
- ◆ Sanitation practices and conditions
- ◆ Personnel appearance
- ◆ Training program techniques, schedules, and records
- ◆ Safety conditions
- ◆ Operation performance from a financial perspective
- ◆ Other related operational conditions and/or practices

A report as a result of the financial and operational audits will notify the Contractor of conditions needing correction or improvement Contractor will have five (5) days to respond and address corrections of any and all deficiencies.

3.17 Performance Review Meetings

The Contractor's Food Service Director will schedule formal meetings with HACC Contract Administrator to review all aspects of the campus dining services, presenting to HACC operational issues, completed programs, ideas for new programs, improvements, and financial results. These meetings will take place as a minimum of every three (3) months.

In addition, there will be annual meetings to discuss the benchmark of the Contractor against other comparable Community Colleges and Community College accounts.

3.18 General Accounting

The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods. All departmental charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to coordinate financial reports to meet the accounting needs of HACC in a mutually agreed upon format. Within the fifteenth 15th working day following the close of each accounting period, the last day of the month, the Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to HACC. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. Any payment required of the Contractor, if not paid within thirty (30) calendar days of the due date, shall bear interest at the rate of five percent (5%) per annum, but not greater than the rate allowed by law.

The Contractor will report revenue and allocate expenses and present separate operating statements for all current and future food service venues on the campus including the following:

Consolidated Revenue and Expense Statement

- ◆ Harrisburg Main Campus Cafeteria
- ◆ Harrisburg Midtown Campus Cafeteria
- ◆ Lancaster Campus Cafeteria
- ◆ Lancaster Convenience Cart
- ◆ Catering and Conferences

Detailed Revenue and Expense Statements

- ◆ Harrisburg Main Campus Cafeteria
- ◆ Harrisburg Midtown Campus Cafeteria
- ◆ Lancaster Campus Cafeteria
- ◆ Lancaster Convenience Cart
- ◆ Catering and Conferences

The Contractor shall maintain quarterly inventory and shrinkage records, in a format specified by HACC, of all smallwares and monthly inventory, purchase, and usage records of food, provisions, and supplies. The quarterly inventory shall be submitted to the Contract Administrator. On the anniversary date of the Contract or the termination date of the Contract, a joint inventory of all equipment and smallwares shall be taken.

3.19 Prior Notice of Impending Labor Disputes

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of work under the Contract, the Contractor shall immediately give notice thereof to the Contract Administrator.

3.20 Labor Relations

The Contractor shall be responsible for its own labor relations with any trade represented among its employees and shall negotiate and be responsible for adjusting all disputes between itself and its employees or any union representing such employees. Those provisions shall be extended by the Contractor to all Subcontracts.

The Contractor specifically agrees that it is an independent Contractor and an employing unit subject as an employer to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve HACC of any responsibility or liability for treating the Contractor's employees as employees of HACC for the purpose of their safety or of keeping records, making reports, or paying any payroll taxes or contribution; and the Contractor agrees to indemnify and hold harmless HACC and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Contractor.

3.21 Assignment of Responsibilities

The Contractor shall not sublet, assign, or transfer any listed responsibilities, or any part hereof, without prior review and written consent of the Contract Administrator. Any assignment without the Contract Administrator's written consent shall be void and have no binding effect upon HACC. If any portion of the work or services which have been subcontracted by the Contractor is not executed in accordance with this Contract, the subcontractor shall be replaced on request of the Contract Administrator. No Subcontract entered into by the Contractor shall relieve the Contractor of any of its liabilities and obligations.

3.22 Licenses, Permits, and Taxes

The Contractor shall, without additional expense to HACC, be responsible for obtaining any necessary licenses (including liquor licenses), and bonding to comply with HACC regulations, and municipal, county, HACC, and federal laws (including all sanitation laws), and shall assume liability for all applicable taxes including, but not restricted to sales, property, and beverages in connection with the performance of services specified herein.

The Contractor shall pay all ad valorem taxes, real property taxes or others, licenses, Workmen's Compensation Insurance, and unemployment compensation that may be imposed upon or as a result of operating of food services by the Contractor.

4. Article 4 - Responsibilities of the College

4.0 Contract Administration

HACC will engage the Contractor to operate the food services at HACC's campus facilities.

The FSD shall interface at the site with HACC's Contract Administrator or his or her designee. The designated Contract Administrator may be changed at the option of HACC by a written notice to the Contractor without a formal Contract amendment. All notices, requests, and other formal communication under the Contract shall be given to or by the Contract Administrator. All services rendered under the Contract are subject to the final approval of the Contract Administrator.

4.1 Changes

HACC may, at any time, issue a written order making changes within the general scope of the Contract. An equitable adjustment shall be made if any changes cause an increase or decrease in the Contractor's cost. Such written requests/authorizations affecting the terms and conditions of this Contract are to be issued and signed by HACC Contract Administrator.

Notification of any claim for adjustment of the Contract under this provision must be presented in writing to the Contract Administrator within thirty (30) calendar days from the date such changes are ordered. Such claim shall further be itemized and supported by any documents or information as the Contract Administrator may require and be submitted within an additional thirty (30) calendar days. The Contractor's rights for any adjustments in the Contract shall be deemed waived unless its claim is submitted in accordance with the above requirements. Nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

4.2 Facilities

HACC shall, at its expense, assume the following responsibilities under the Contract:

- 4.2.1 Provide, install, and permit the Contractor to use the major food equipment provided at HACC. Equipment that is no longer needed for the Contract operations may be withdrawn by HACC. HACC will replace equipment which HACC has provided as HACC deems necessary. Ownership of all equipment provided by HACC under the Contract shall be vested in HACC.
- 4.2.2 The Contractor shall be responsible for purchasing and providing the inventory of all smallwares. HACC will provide what it currently owns and any additions to the par will be the responsibility of the Contractor. Title and ownership of all the additions and subsequent purchases belongs to HACC, including but not limited to china, glassware, flatware, trays, and kitchen utensils. The Contractor shall be responsible for furnishing like replacements as necessary to assure continuity of operation. Such replacements will be the property of HACC.
- 4.2.3 Items initially furnished by HACC as specified in the sections above shall be listed on a basic inventory approved jointly by HACC and the Contractor at the start of the Contract. Subsequent changes, additions, or deletions to the

basic inventory shall be in writing and approved jointly by the parties. On the annual anniversary date of the Contract and at the termination date of the Contract, a joint inventory shall be taken by HACC and the Contractor to verify the correctness of the inventory.

- 4.2.4 HACC will provide adequate ingress and egress, including reasonable access to the corridors, passageways, loading platforms, and elevators.
- 4.2.5 HACC will maintain and repair the building structures in the areas assigned for the Contractor's use, including painting; the maintenance of water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning; electrical lighting fixtures; space heating systems; walls and ceilings; provided that the Contractor shall bear the expense of repairs necessary because of his own or his employees' fault or negligence. The Contractor is responsible to notify HACC, in writing, of any conditions which require correction in order to meet Health and Safety codes. HACC will be responsible for the cleaning of the dining room area including tables, chairs and floors.
- 4.2.6 Provide sanitary toilet facilities for the Contractor's employees.
- 4.2.7 Provide certain general building and equipment maintenance, including the major cleaning of ceilings, walls, windows, light fixtures, draperies, blinds, and vents in the service and dining areas, except as otherwise provided herein. The cleaning of all assigned food service spaces including the kitchen, service area, and dining area floors, ceilings, walls, and vents are the responsibility of the Contractor. The cost of building and equipment maintenance or repairs resulting from the acts or omissions of the Contractor or its employees shall be paid by the Contractor.
- 4.2.8 Provide office space and furnishings for administrative activities such as purchasing, invoice reconciliation, payroll, and menu pricing. All existing office furnishings will remain HACC property. All computer equipment will be the responsibility of the Contractor to provide and maintain.

4.3 Utility Outages

HACC cannot guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. HACC shall not be liable for product or revenue loss which may result from the interruptions or failure of the above service.

5. Article 5 - Restrictions to the Contractor

5.0 Removal of Equipment

The Contractor may not remove any HACCC equipment from the premises without written permission from the Contract Administrator.

5.1 Advertising

The Contractor will maintain all terms and conditions of this agreement in the strictest of confidence and will not in any manner use the designated HACCC food service facilities for advertising, publicity, marketing, or public relations purposes without the prior written approval of the Contract Administrator.

5.2 HACCC Use of Facility

HACCC reserves the right to use the dining area of any food service facility covered under this Contract at times other than the serving periods and following or before the scheduled operating hours for special occasions, meetings, or other assemblies provided that, after each use, the space will be cleaned and rearranged without any additional expense to the Contractor.

5.3 HACCC's Access to Facility

HACCC and its authorized representatives shall have, at all times, access to spaces assigned to the Contractor. HACCC will maintain a complete set of keys to the facilities. HACCC shall provide keys to the Contractor for any new equipment, key, or lock changes. Should the Contractor purchase an item that will be locked, HACCC shall be provided with all necessary keys.

5.4 Spatial Modifications

The Contractor shall not perform any modifications to the food service facility without the prior written approval of HACCC. HACCC will consider reasonable suggestions from the Contractor for modifications desired but will decide upon them at its sole discretion. Any major modifications or renovations to existing structural, electrical, ventilation or other building systems will be performed by HACCC consistent with HACCC standards and procedures.

5.5 Unauthorized Use

The Contractor may not prepare food and/or beverages on the premises for sale or use for any purpose not covered by this agreement.

5.6 Hiring or Use of Employees

The Contractor and HACCC mutually agree not to hire any of the other's management employees for the length of the Contract and for the first full year thereafter, without prior approval of the other.

6. Article 6 - General Terms

6.0 Term of Agreement

Five (5) years, with one (1) five (5) year extension, commencing on July 1st, 2011 and ending on June 30th, 2016 with HACC having the option of extending the contract at their sole discretion.

Options will be exercised at the sole discretion of Harrisburg Area Community College, unless terminated before then by HACC.

6.1 Governing Laws

The construction, interpretation, and performance of this agreement and all associated or resultant transactions shall be governed by the laws of the State of Pennsylvania. All negotiations for dispute resolutions with regard thereto shall occur within the State of Pennsylvania.

6.2 Documents Are Binding

The bid response, bid response addenda and supplemental agreements as defined in 1.1.4 represent Contract Documents. If conflicts in the Contract Documents exist between separate documents, the language in the Contract will take precedence.

6.3 Provisions Separable

Each provision of this agreement is separable from the whole and, if one provision is held invalid, the remaining provisions shall remain in effect.

6.4 Amendments to This Agreement

The terms and provisions of this agreement shall not be changed or terminated orally. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this agreement.

6.5 Extras

Except as otherwise provided, services that are not required under this agreement will not be compensated for unless such extras and the prices for them have been authorized in advance in writing by HACC.

6.6 Termination of Contract

6.6.1 Termination without Cause

HACC may terminate this agreement without cause upon no less than ninety (90) calendar days' written notice. Upon any such termination, the occupancy of HACC premises will end; and the Contractor agrees to waive any claim for damages, including loss of anticipated remuneration in any form.

6.6.2 Termination for Cause

In the event that the Contractor or HACC defaults or fails to observe the terms and conditions of this agreement in any material aspect, HACC will have the right to do any one or more of the following:

6.6.2.1 NOTICE OF DEFAULT

Give the Contractor notice of the default, required corrective action, and the time period within which corrective action is required to avoid immediate termination of this agreement;

6.6.2.2 THIRTY CALENDAR DAYS NOTICE

Give the Contractor thirty (30) calendar days' notice of its intention to terminate this agreement for cause. Thirty (30) calendar days thereafter, this agreement and the Contractor's occupation of the premises will end regardless of any corrective action by the Contractor.

6.6.2.3 IMMEDIATELY TERMINATE AGREEMENT

Immediately terminate this agreement, if, in the sole discretion of HACC, the default or failure to observe terms and conditions is so egregious as to warrant immediate termination. Upon such termination, the Contractor's rights to occupy the premises will end forthwith.

In the event that HACC defaults or fails to observe the terms and conditions of this agreement in any material aspect, the Contractor will have the right to terminate the Contract after notifying HACC of the actions required to correct the problem, and giving HACC thirty (30) calendar days to correct the problem.

6.6.2.4 RETURN OF FACILITIES UPON TERMINATION

The Contractor will relinquish occupancy of the food facility to HACC upon the effective date of termination and will return all facilities, equipment, and other items furnished by HACC in the condition in which received, reasonable wear and tear excepted.

Additionally, HACC will have the option, to be exercised at its sole discretion, of buying, at the lower of either the depreciated cost or fair market value, some or all equipment owned and used by the Contractor in operating HACC facility, if any. The Contractor will be responsible for all losses and damages to the food facility resulting from its default, failure, or negligence during the term of this agreement.

6.6.2.5 DAMAGES TO FACILITIES AND EQUIPMENT

If, within thirty (30) days of termination of this agreement, HACC determines that any part of the facilities and/or equipment are damaged, and that such condition was not readily evident at the time of the termination, HACC

reserves the right to have the (prior) Contractor pay for repairs to said damaged facilities and/or equipment. This clause shall survive the expiration of this agreement.

6.7 Notices

Any notices required to be delivered hereunder shall be deemed to have been sufficiently given under the following conditions:

- 6.7.1 If given by HACC's designated representative to the Contractor, it shall be sent by express delivery service addressed to the Contractor at the business address shown on this agreement and be marked for "HAND DELIVERY" to the FSD.
- 6.7.2 If given by the Contractor to HACC, it shall be sent by express delivery service addressed to HACC's Contract Administrator and marked for "HAND DELIVERY."

Mr. Thomas Fogarty
Executive Director, Procurement and Business Services
Harrisburg Area Community College
349 Wiconisco St
Room 223
Harrisburg, PA 17110

7. Article 7 - Financial Arrangement

7.0 Introduction

The following terms and conditions set forth the financial arrangements hereby agreed upon by HACC and the Contractor governing the food service operation. All terms and conditions apply specifically to revenues, operating expenses, compensation, and net gain/loss on operations.

7.1 Compensation

The Contractor shall pay the following guaranteed commissions and compensations to HACC for use of the facilities for all food service operations.

Commissions on all operations

- 1) ___% commissions payable on revenue or \$_____, whichever is greater, payable to HACC for the 2012 fiscal year.
- 2) ___% commissions payable on revenue or \$_____, whichever is greater, payable to HACC for the 2013 fiscal year.
- 3) ___% commissions payable on revenue or \$_____, whichever is greater, payable to HACC for the 2014 fiscal year.
- 4) ___% commissions payable on revenue or \$_____, whichever is greater, payable to HACC for the 2015 fiscal year.
- 5) ___% commissions payable on revenue or \$_____, whichever is greater, payable to HACC for the 2016 fiscal year.
- 6) Computation of commission payments proposed by the Contractor to HACC are based on gross sales exclusive of state sales tax. The Contractor is responsible for paying HACC sales tax on all commissions paid by the Contractor to HACC. The annual dollar guarantee and percentage for commissions shall be quoted after taking out the state sales tax.

In-kind Compensation Provided Annually:

- ♦ To be determined.

7.2 Financial Objectives

The objective is for the food operation to be cost effective, provide quality, and to be a net contributor to HACC.

7.3 Revenues

"Gross Sales" shown on the Food Service Pro Forma Statement and included thereon shall be defined as gross sales total sales minus all applicable taxes. Gross Sales is to include catering.

7.4 Financial Offsets

The Contractor shall pay commissions due to Harrisburg Area Community College at the appropriate settlement time; provided, however, that Contractor shall first offset any past due amounts owed by Harrisburg Area Community College to Contractor. Harrisburg Area Community College shall have the right to offset any past due amounts owed by Contractor to Harrisburg Area Community College.

7.5 Authorized Operating Expenses

Customary expenses, attributable directly to the operation of HACC's food services, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services. Expenses are considered to be usual food service net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- ◆ Cost of food and beverages
- ◆ Salaries and wages
- ◆ Payroll taxes
- ◆ Employee benefits (including worker's compensation insurance)
- ◆ Uniforms
- ◆ Laundry (includes linen replacement)
- ◆ Paper supplies
- ◆ Telephone and computer/data lines provided by HACC
- ◆ Cleaning supplies
- ◆ Fire Suppression System Inspection and Service
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.)
- ◆ Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses)
- ◆ Transportation costs (previously approved by HACC) involved in moving goods, equipment, and supplies between locations on campus)
- ◆ Cost of Subcontracted services approved by HACC (e.g., service contracts, bank service)
- ◆ Insurance coverage's specified herein
- ◆ Armored car service
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from HACC) and brought on site

7.6 Unauthorized Items of Expense

Expenses which are to be paid by the Contractor and are not to be included on the Contractor's statements or used to offset revenues include but are not limited to:

- ◆ The expense of payroll computations and the disbursement of the payroll.

- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers.
- ◆ Accounting expenses including costs of producing financial reports.
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this agreement.
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees.
- ◆ Monies or other property, lost or stolen, either on or off HACC premises.
- ◆ Express delivery charges of any type, except those with prior approval by HACC.
- ◆ Inventory interest or carrying cost, except those authorized in this agreement.
- ◆ Excessive overtime pay (limits to be determined).
- ◆ Legal expenses.
- ◆ All taxes, except for payroll and property taxes.
- ◆ Relocation expenses of any of the Contractor's employees.
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by HACC.
- ◆ Modem charges and any extra telephone lines.
- ◆ Memberships in local or national groups of any type.
- ◆ Costs for any of the Contractor's employee to attend seminars or conferences of any type.
- ◆ Anything else not expressly set forth herein.
- ◆ Travel expenses of all personnel above the Food Service Director (General Manager).
- ◆ The Contractor's personal use of the facilities.

7.7 Net Losses

Any and all net losses associated with this Contract, defined as the sum of payroll expenses, HACC authorized the Contractor operating expenses, HACC authorized cost of sales, and commissions paid to HACC by the Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this Contract.

HARRISBURG AREA COMMUNITY COLLEGE

ENTIRE AGREEMENT AND AMENDMENTS

This Contract and its Attachments (RFP, Bid Proposal, Finalist interview, Finalist interview reply) constitute the entire agreement of the parties and may not be changed other than by an agreement in writing signed by the parties.

In witness thereof, the parties hereto have executed the agreement the day and year first above written.

AGREED TO:

ACCEPTED BY:

Harrisburg Area Community College

Company

By

By

Title

Title

Date

Date

APPENDIX 2

Academic Calendar Year

7.8 10-11 Academic Calendar

Fall Term 2010

Registration begins at 8:00am	April 5
Four day work week ends	Aug. 16
New Faculty Orientation (initial session)	Aug. 16
Adjunct Faculty Inservice Program (evenings, see campus schedule)	Aug. 12,16,17,18,19
Fall Term begins	Aug. 23
Last day to add classes & last day for full refund for full-term classes	Aug. 29
Labor Day Holiday (College closed)	Sept. 6
Evening Classes begin - Lancaster, York	Sept. 7
College Convocation	Sept. 30
Last day to withdraw without grade	Varies, see note*
Late Fall Term begins	Sept. 27
Late fall (last day to add classes)	Sept. 29
Midterm grades posted and available to students via HACCWeb	Oct 4 - 18
Last Day to Apply for Graduation	Oct. 8
Fall Break (No Classes, College Open)	Oct. 11 - 12
Faculty Inservice (No Classes, College Open)	Oct. 12
No Evening Classes (College offices and Libraries close at 4:30 p.m.)	Nov. 24
Thanksgiving Holiday (No day or evening classes)	Nov. 25 - Nov. 28

Classes resume (7 am)	Nov. 29
Classes end (last day to drop a class)	Dec. 10
Final examinations	Dec. 11 - 17
Commencement	Dec. 18
Final grades due	Dec. 20
Emergency make-up days	Dec. 20 -21
Final grades available to students via HACCWeb	Dec. 21
Winter Holiday (College closed)	Dec. 24 - Jan. 3
Spring Term 2011	
Registration begins 8:00 am	Nov. 1
Winter Holiday (College closed)	Dec. 24 - Jan. 3
College, Offices & Libraries reopen	Jan. 4
Adjunct Faculty In-service programs (evening, see campus schedule)	Jan. 5, 6, 10
New Faculty Orientation	Jan. 10
Spring Term Begins	Jan. 12
Martin Luther King Birthday (college closed)	Jan. 17
Last day to add classes & last day for full refund for full-term classes	Jan. 19
Evening classes begin – Lancaster, York	Jan. 24
Last day to withdraw without grade	Varies, see note*
Late Spring Term Begins	Feb. 21
Late Spring (Last Day to add classes)	Feb. 23
Midterm grades available to students via HACCWeb	Mar. 1 - 16
Mid Term Break (no classes; College open; Late Spring classes meet during the Mid Term Break)	March 7 - 11

Last day to apply for graduation	March 18
Spring Break (no classes, college open)	April 21 - 23
Faculty In-service	April 21
College closed	April 24
Honors Convocation	May 5
Staff Recognition Dinner	May 6
Classes end (last day to drop a class)	May 6
Final examination	May 7 - 13
Commencement (subject to change)	May 17
Final grades due	May 16
Emergency make-up days	May 16-17
4 Day Schedule for College offices & libraries begins	May 16
Final grades available to students via HACCWeb	May 17

First, Eight Week & Twelve Week Summer Sessions 2011

	6 WK	12 WK	8 WK
Last day to apply for graduation	March 18	March 18	March 18
Registration begins 8:00am	April 4	April 4	April 4
Classes begin	May 23	May 23	June 20
Memorial Day Holiday (College closed)	May 30	May 30	-----
Last day to withdraw without grade	Varies, see note*		
Classes meet and follow a Monday schedule; (offices closed; Libraries open)	June 3	June 3	-----
Independence Day Holiday (College closed)	-----	July 4	July 4
Classes meet and follow a Monday schedule (offices closed, Libraries open)	-----	July 8	July 8
Classes end, last day to drop a class	June 30	Aug. 11	Aug. 11
Emergency Make-up days	July 1	Aug. 12	Aug. 12

Final grades due	July 5	Aug. 15	Aug. 15
Final grades available to students via HACCWeb	July 6	Aug. 16	Aug. 16

Second Summer Session 2011**6WK**

Last day to apply for graduation	March 18
Registration begins 8:00am	April 4
Independence Day (College closed)	July 4
Classes Begin	July 5
Last day to add classes	July 6
Last day to withdraw without grade	Varies see note (*)
Classes meet and follow a Monday schedule	July 8
Classes end, last day to drop a class	Aug. 11
Emergency make-up days	Aug. 12
Final grades due	Aug. 15
Resume 5-day schedule	Aug. 15
Final grades available to students via HACCWeb	Aug. 16

APPENDIX 3

Food Specifications

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- ◆ All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- ◆ Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- ◆ Pork shall be U.S. No. 1.
- ◆ Poultry shall be U.S. Government Grade A.
- ◆ Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- ◆ Dairy products:
 - ◆ Eggs – fresh U.S.D.A. or State graded "A"
 - ◆ Butter – U.S.D.A. Grade "A" (92) score
 - ◆ Cheese – U.S.D.A. Grade "A" for all graded cheese
 - ◆ Milk and Milk Products – U.S.D.A. Grade "A"
- ◆ Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- ◆ Dry stored items and canned goods – Grade "A" fancy.
- ◆ Frozen fruits and vegetables – U.S.D.A. Grade "A".
- ◆ All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

APPENDIX 4

Hours Of Operation

Dining Services Meal Hours			
Facility	Monday - Thursday	Friday	Saturday - Sunday
Harrisburg Main Campus Cafeteria	7:00 a.m. – 7:00 p.m. 7:00 a.m. – 9:00 p.m. (Dunkin Donuts)	7:00 a.m. – 7:00 p.m. 7:00 a.m. – 9:00 p.m. (Dunkin Donuts)	Closed
Harrisburg Midtown Campus Cafeteria	7:00 a.m. – 6:30 p.m.	7:00 a.m. – 5:00 p.m.	Closed
Lancaster Campus Cafeteria	7:30 a.m. – 6:00 p.m.	7:30 a.m. – 5:00 p.m.	Closed
Lancaster Convenience Cart	7:00 a.m. – 6:30 p.m.	7:00 a.m. – 6:30 p.m.	Closed

APPENDIX 5

Financial Template

See the attached file — Appendix 5 Financial Template.xls

APPENDIX 6

Demographics

- ◆ Fall 2010 enrollment:
 - ◆ Harrisbur Campus: 4,296 full-time students, 6,451 part-time students = Total of 10,747
 - ◆ Lancaster Campus: 1,941 full-time students, 3,400 part-time students = Total of 5,477