OFFICE OF PROCUREMENT

REQUEST FOR PROPOSAL (RFP) TITLE: FOOD, VENDING, AND BEVERAGE MANAGEMENT SERVICES

RFP CLOSING DATE AND TIME: DECEMBER 20, 2019 @ 3:00 PM

RFP NUMBER: 920-011



ADDENDUM #2

Issued: November 26, 2019

PURPOSE OF ADDENDUM:

To provide attached draft management contract in accordance with Section D, App	pendix 1 of
Request for Proposal.	

All other specifications, terms and conditions remain unchanged.

Patrick Johnson
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature



Draft Management Contract

Article 1

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	THIS AGREEMENT, made and entered into this day of 2020, by and between, hereinafter referred to as "Contractor", and Montgomery College, Rockville, Maryland hereinafter referred to as "College"
	WITNESSETH
	THAT WHEREAS, the College has issued a Request for Proposals (attached hereto as Attachment and incorporated by reference); and
	WHEREAS, the Contractor has submitted to the College a proposal for the performance of certain services (attached hereto as Attachment and incorporated by reference); and
	WHEREAS, the College 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 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 **Change Order**: A written order initialed by the College, directing the Contractor to perform changes, additions, or deletions in the work for a specific period designated by the Contract Administrator.
- 1.1.2 **Contract**: This written agreement between the College 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 the College or his or her designee to administer the Contract and coordinate the activities of the Contractor on the campus.
- 1.1.4 **Contract Documents**: The Contractor's menus, prices, and portion sizes; performance, payment; RFP document (Attachment 1); the Contractor's bid response; (Attachment 2) and all addenda and supplemental agreements.
- 1.1.5 **Food Service Director (FSD)**: The person authorized by the Contractor to act fully on behalf of the Contractor in managing Montgomery College's campus dining services.

- 1.1.6 **Contract Year**: Montgomery College's Fiscal Year (July 1st to June 30th).
- 1.1.7 **Cost of Sales**: Beginning food inventory plus all food purchases minus ending food inventory.
- 1.1.8 **Departmental Charges**: Various College 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 Montgomery 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 **RFP**: The Request for Proposal document, and its components, issued by the College.
- 1.1.13 **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.
- 1.1.14 **Special Diets:** These may include, but are not limited to, diets addressing certain allergies (gluten, peanut, etc.) as well as diets that are religion based.
- 1.1.15 **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.
- 1.1.16 **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.
- 1.1.17 **Utilities**: Electric, gas, water, sewer, heating, ventilation, and air conditioning, telephone, hazardous waste removal, recycling, rubbish removal, computer/data line charges.
- 1.1.18 **Vegetarian**: Food or beverage that contains no meat products or meat bases but may include dairy products.
- 1.1.19 **Vegan**: Food or beverage that contains no animal products, meat bases or dairy products.

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 the College's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the College. The campus dining food services shall include:

- Retail Dining Locations
- Catering
- Camps & Conferences
- Concessions
- Vending

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

The Contractor will be granted rights to operate the dining facilities, catering and vending operations as defined in this Contract, with the exception of items sold in the campus bookstores, and MBI locations, which are NOT part of this agreement. The Contractor shall comply with any future bookstore agreements that College enters into.

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

The Contractor shall provide quality services as outlined in the Contract Documents, in accordance with the College's quality and performance standards, at locations mutually agreed to by both parties.

The College reserves the right during non-operating hours, or mutually agreed times, to utilize the food service and dining facilities for other purposes.

The Contractor may sell alcoholic beverages on the College in accordance with any and all local, state and College policies, procedures, rules and regulations. Without limiting the generality of Section 3.4, the appropriate liquor permit shall be obtained in the name of Contractor and Contractor shall pay any charges associated with obtaining such permits. Contractor shall deliver to College copies of all liquor permits promptly upon receipt thereof. The ability to serve alcohol or attain permits shall not be exclusive to the Contractor. The holder of the liquor license will manage the liquor license it in accordance with the needs of the College.

If Contractor sells alcoholic beverages on the College (subject to Contractor obtaining all required local and state liquor permits), then Contractor shall maintain liquor liability insurance, including contractual liability coverage, by endorsement to commercial general liability insurance or otherwise, with limits of not less than \$1,000,000 per occurrence. And otherwise compliant with Section 3.4.

3. Article 3 - Responsibilities of the Contractor

3.1 Use of Facilities

- 3.1.1 The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be used by the Contractor solely to provide food and beverage services for the College as set forth herein. Contractor is responsible for maintaining the use and operation of the equipment and food service facilities and spaces, and Contractor accepts all facilities and equipment as is, with all faults.
- 3.1.2 The Contractor is responsible for custodial services in all assigned food service facilities and 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 and shall at all times keep such food service facilities, spaces and equipment clean, properly scrubbed and mopped, and free from all debris or other hazardous conditions.
- 3.1.3 No catering or outside food prep for outside clients will be allowed, except with written permission from the College.

3.2 Personnel

- 3.2.1 The Contractor shall employ one (1) full-time, on-site Food Service Director (FSD) responsible for all food service functions at the College's facilities as specified in this Contract.
- 3.2.2 Unless a removal is requested in writing by the College or approved in writing by the College, Contractor will retain the FSD and the Catering Manager on College's account for a minimum of 24 months, and shall not initiate the transfer of such manager from College'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 College of \$20,000 for each occurrence, unless approved in advance in writing by the College.
- 3.2.3 The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The FSD shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD shall have a high degree of management expertise, as evidenced by prior food service management duties involving College and/or College-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be the College account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor.
- 3.2.4 The College reserves the right to review the qualifications of the FSD, all unit managers, chefs and catering managers that the Contractor proposes to place at the College. The College, in its sole discretion, 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 the College shall be selected with prior approval of the College.

The College 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 the College the performance or conduct of the individual is found to be unacceptable.

The FSD, chef and unit managers assigned to the College 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 the College. 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.

- 3.2.5 The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the food facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high-quality performance standards as required by the College. 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.
- 3.2.6 The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the College. The Contractor's employees must comply with the College's policies as they relate to smoking on campus. The College is a drug-free and smoke-free environment.
- 3.2.7 The Contractor will comply with all federal, state, county and College 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).
- 3.2.8 The Contractor will comply with all federal, state, county, College, 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 the College, 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.
- 3.2.9 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, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to higher education and may be amended 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 wearing neat appearing attire, hairnets and footwear;
- 2) advised by their management on reporting illness;
- 3) in compliance with the health regulations of the Contractor; and
- 4) wearing appropriate food handling gloves during food service preparation.

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 the College 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 the College 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 the College. The Contractor must submit any proposed uniform modifications to the College for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

- 3.2.10 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 3.2.11 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- 3.2.12 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.
- 3.2.13 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
- 3.2.14 The Contractor shall notify the College in writing, with at least thirty (30) days-notice, of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.
- 3.2.15 The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- 3.2.16 Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the College facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- 3.2.17 The Contractor shall provide the College 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.
- 3.2.18 The Contractor shall offer employment to the College students and observe the following guidelines:
 - 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 College and the Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.
- 3.2.19 The Contractor employees shall adhere strictly to the College's regulations concerning personal behavior as stated in the College's policies and procedures, and no such employees shall be assigned for work on the College's premises that are <u>not acceptable to the College</u>.
- 3.2.20 The Contractor employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, College and national health regulations. The Contractor shall submit evidence of such compliance to the College upon request.
- 3.2.21 The Contractor must complete successful criminal background checks on all employees at its sole cost. Contractor employees who drive vehicles must also have a driver history check performed annually in addition to the criminal background check. The College and Contractor will jointly determine specifications for successful checks, however, the College has sole authority on approval of background check criteria.
 - Contractor must certify that employees have the required Maryland background clearances as per the law, including the Federal Criminal History Record Information (FBI criminal background check), a Maryland Police Criminal Records

Check or corresponding clearances from the adult's state of residence, if not Maryland, and a Maryland Department of Public Welfare Child Abuse History.

3.3 Spaces on Premises Available To the Contractor

Facilities will be provided as described herein. The available food space and facilities shall be returned to the College 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 excepted. 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 the College and notify the College, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility.

The College 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.

3.4 Insurance & 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 the State of Maryland with a Best Rating of A or better and a minimum financial size of the Class IX or better and acceptable to the College on the standard approved comprehensive General Liability Policy form. The Contractor shall furnish the College a certificate showing that such insurance is in effect. Insurance will not be canceled or reduced without at least thirty (30) calendar days prior notice is sent to the College. The policy is to be written on a standard approved Comprehensive and General Liability Coverage Form. Such notice is to be sent via certified mail. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to the College at least ten (10) calendar days prior to the expiration of the term of such policy.

The Contractor shall furnish certificates of insurance to the College in the following minimum limits:

3.4.1 Insurance & Indemnification (including foodborne illnesses indemnification)

Contractor agrees to defend, indemnify, and hold harmless the State of Maryland, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement

3.4.1.1 UMBRELLA/EXCESS COVERAGE

The minimum Umbrella/Excess coverage carried by the Contractor shall be \$10,000,000 per occurrence/aggregate.

3.4.1.2 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 \$5,000,000 (Other than Products/Completed Operations)

Each Occurrence Limit \$5,000,000

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

3.4.1.3 AUTOMOBILE LIABILITY

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

3.4.1.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

Employee Dishonesty \$500,000

3.4.1.5 LIQUOR LIABILITY

Liquor Liability \$1,000,000

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 the College.

3.4.1.6 ADDITIONAL INSURED

All liability insurance policies shall name the College 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.

3.4.1.7 CERTIFICATE

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

3.5 Procurement

- 3.5.1 The Contractor shall procure all food and non-food items and cleaning supplies for all food service facilities described herein.
- 3.5.2 The Contractor shall purchase all necessary smallwares, china, glassware, and flatware. Title to all such smallwares, china, glassware, and flatware shall rest solely with the College. 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 College 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, by Contractor.
- 3.5.3 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:
- Cage-free 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.

3.5.4 Equipment Provided by the Contractor

Subject to written approval by the College, any equipment not furnished by the College 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 the College, until expiration of the Contract at which time the College 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.

3.6 Sanitation & Safety

3.6.1 The Contractor shall maintain, at all times, the College'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.

The Contractor shall not use the drain disposals to dispose of food particles. Dishes and smallwares must be wiped off into appropriate waste receptacles prior to washing.

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

- 3.6.2 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.
- 3.6.3 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 College and local safety standards and

regulations, including adherence to the minimums of the College's safety protocols. 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. Contractor shall comply with all federal, state and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the College, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.

- 3.6.4 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 the College, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- 3.6.5 The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
 - Clean all kitchen surfaces and equipment as well as server counter and dining room tables on a continuous basis and following each meal period.
 - Contractor will recycle and compost according to College sustainability regulations and policies, and costs shall be borne by College.
 - 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.
 - Monitor the dining tables and areas before and during service hours to maintain dining rooms in a clean and orderly fashion.
 - Dining room floors will be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor. Dining room carpets will be hot water extracted/cleaned a minimum of once per term and non-carpeted areas finished and buffed to a shine as needed.

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly	This quality outcome shall reflect the established cleaning frequency
		Free of dust, grit, lint, soil, film & cobwebs
		Walls & ceilings free of marks caused by furniture, equipment or staff.
		Light switches are free of fingerprints, scuffs & any other marks
		 External light covers and diffusers are free of dust, grit, lin cobwebs

		Polished surfaces are of uniform luster.
Windows	Daily	This quality outcome shall reflect the established cleaning frequency
		 Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots & marks, including fingerprints and smudges.
		Interior window frames, tracks, ledges are clear and free of dust, grit, marks and spots.
		No soil film accumulation on inside of glass
		Window sills are free of dust
Doors	Daily	This quality outcome shall reflect the established cleaning frequency
		Free of dust, grit, lint, soil, film, fingerprints and cobwebs
		Door & doorframes are free from marks (finger marks, soil) caused by furniture, equipment, or staff
		Air vents, relief grills and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and other marks
		Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up
		Push or kick plates are free of soil and grit & polished where applicable
		Polished surfaces are of uniform luster
Hard Floors	Daily	This quality outcome shall reflect the established cleaning frequency
		Free from dust, grit, litter, marks and spots, water or other liquids
		The floor is free from polish or other build-up at the edges and corners or in traffic areas
		Free of spots, scuffs, streaks or scratches in high traffic areas, around furniture & pivot points, no formation of traffic lane marks
		Areas such as edges, corners & around furniture are free of dust, grit, lint & spots

		Polished or buffed floors are of a uniform luster where appropriate
Carpeted floors	Daily	This quality outcome shall reflect the established cleaning frequency
		Spot cleaning daily
		Carpeting is clean, free of litter and soil marks
		No evidence of lint in corners, edges or under furniture
		Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes)
Equipment used to prepare food and beverages	Daily	This quality outcome shall reflect the established cleaning frequency
		Levels of cleanliness and sanitization comply with the Public Health Department guidelines
Other Equipment (other than Furnishings)	Daily	This quality outcome shall reflect the established cleaning frequency
		Free of grease, dirt, dust, lint, marks, stain, soil and cobwebs
		Hygienic standards are satisfied where the fixture or appliance is used in food preparation
		Range hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces
		Motor vents, etc. are clean and free of dust and lint
Furnishings	Daily	This quality outcome shall reflect the established cleaning frequency
		Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints & spillage
		Furniture legs, wheels & castors are free from mop strings, soil, film, dust and cobwebs
		Edges, corners, folds & crevices are free of dust, grit, lint and spots.
		Accessible surfaces are free from dust, lint and cobwebs

3.7 Equipment Maintenance

The College shall be responsible for the cost of equipment maintenance and repair in all foodservices locations.

3.8 Menus & Prices

- 3.8.1 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 the College 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 the College' premises as specified.
 - Distribution: The Contractor will post each week's menu one week in advance at the entrance of the cafeteria and distribute weekly menus throughout the campus and online.
 - Menus shall include vegetarian and Vegan entrées and ethnic specialties.
 - Prices shall not increase without the permission of the College. Price increases shall not increase any higher than the Regional Food-Away-From-Home Consumer Price Index (CPI). All retail prices shall be competitive with results of annual local market basket comparison conducted by the Contractor.
- 3.8.2 Menu Boards: For all operations, a minimum of two menu boards will be prominently displayed at the service areas. Descriptions of daily specials are to be graphically merchandised on 8 ½" x 11" or similar card stock placed at the individual entrances to each unit.
- 3.8.3 Web Page: Contractor shall maintain web pages or website linked to the College website with current and useful information for the College community. Posted items include operational hours, menus, administrative contacts and phone numbers, policies and practices (meal card, take-out, etc.), description of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.
- 3.8.4 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.
- 3.8.5 Special Diets: The Contractor shall provide any medically-necessary special diets for meal plan participants when prescribed and approved in writing by a medical doctor and the College.

3.9 Emergency Procedures

- 3.9.1 Contractor must adhere to all emergency drills on College locations. Contractor and all employees of Contractor are urged to subscribe to College alerts.
- 3.9.2 The Contractor shall provide the College Contract Administrator and the Montgomery College Police Department 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
1) Name	Phone
2) Name	Phone

3.9.3 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 911. The Contractor shall develop plans and train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by the College and will share with the College upon request.

3.10 Safety & Security

The Contractor and all employees shall comply with all College rules and regulations governing access to and conduct on the College's property. The Contractor shall furnish its 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 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.

College may issue its ID card to the Food Service Director if access to buildings is deemed necessary. This ID, if issued, will be valid only during his/her assignment at the College. The College also may revoke this privilege at any time without notification.

- 3.10.1 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 food service facilities and spaces shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The College shall issue all necessary keys to the Contractor. Any loss due to non-compliance will be the sole cost, not reimbursable by the College, of the Contractor.
- 3.10.2 Fire Safety and Compliance: Contractor shall be responsible to assure compliance with all local, Maryland state, federal and international fire codes (including, but not limited to the 2006 International Construction Code (ICC), 2006 International Fire and Building Codes (IFC, IBC) governing the dining faculties and operations (excluding building structural and building engineering systems which the College is responsible for). Contractor shall assure that all contractor employees shall comply with all College, local and Maryland 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 the College as a result of Contractor's staff failure to comply with Maryland state fire codes.

Contractor's employees are required to be trained in the use of portable fire extinguishers, equipment for operational safety and be aware of the College's fire safety/emergency plan

3.11 Damages, Injury & Thefts

3.11.1 Damages/Injuries: The Contractor shall give the College and the College Security Department immediate notification and follow such report with 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.

3.11.2 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 seventy-two (72) hours. All vandalism shall be reported to the College Contract Administrator and College's Security Department immediately upon discovery.

3.12 Theft & Loss Liability

The College 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.

3.13 Garbage Removal, Composting & 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 the College. The College shall be responsible for the cost associated with all trash removal and pickup.

3.13.1 Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste. The Contractor shall coordinate with the College's EH&S team, properly arrange and dispose of said waste streams, and the costs of disposable are to be borne by the Contractor Any cost, penalty or liability for non-compliance will be borne solely by the Contractor and may result in Contract termination as determined solely by the College.

3.14 Operating Budget

The Contractor shall submit to the College Contract Administrator a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the College's next fiscal year (July 1 to June 30) in a mutually agreed format. The Contractor and College 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 the College.

3.15 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 the College 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 College premises by the College during regular working hours and shall be subject to audit by the College or its agents at any reasonable time at no cost.

Documents requested by the College shall be delivered at the Contractor's expense to a College designated site within ten (10) working days. Any such audit shall be paid for by the College, unless such audit shall determine that there is a deficiency in the payment of funds due to the College 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 parties understand that this Contract will be subject to Section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.D.E. Part 420 if the Contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve (12)-month period. Pursuant to such statute and regulations, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized representatives shall have access to this Contract and any other books, documents or records necessary to verify the cost and services provided hereunder for a period of four (4) years following the rendering of such services.

In addition, if any of the duties of this Contract are carried out through a Subcontract with a related organization, with a value or cost of \$10,000 or more over a twelve (12)-month period, access is similarly required to the Subcontractor's books, documents, and records related to the rendering of these services. Such Subcontract shall be in writing and shall contain a similar access clause to that herein.

The Contractor shall be subject to periodic, unannounced operational audits of the food facilities by the College, or an agent authorized by the College. 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.

3.16 Performance Review Meetings

Contract Administrator and student committees shall meet as needed with the Contractor's Food Service Director to evaluate food service, focusing on customer comments and providing information relating to necessary changes or improvements.

- College advisory groups shall conduct food preference surveys as deemed necessary, assist in and act as liaisons to the Contractor to communicate customer reaction to the meals and service provided pursuant to this Agreement.
- 2) The Contractor's off-campus supervisor (i.e. district, regional supervisor) shall attend student committee and /or food service administration staff meetings as requested by the College.
- 3) The Contractor shall meet with the students and student groups, as deemed necessary; actively solicit student, staff, and faculty opinions about food service; conduct informal discussions with students, staff, and faculty as they eat in the dining areas; observe reactions and listen to customers about the food, menu, and environment as customers pass through the service areas; and provide and install suggestion boxes and forms as determined by the College and post and respond to all reasonable suggestions. Copies of the suggestions and the Contractor's responses shall be provided to the College for approval prior to posting.

4) The Contractor shall have regular meetings to be mutually agreed upon with representatives from the College including facilities team members. The purpose of these discussions are to discuss short and long term issues, ideas or other programmatic matters.

3.17 Reporting and Monitoring Mechanisms

Contractor shall provide the Contract Administrator with a one to two-page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g. revenues, food costs, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$1,000 per occurrence, up to a maximum of \$10,000 each Contract Year. Contractor will provide up to \$10,000 in potential penalties per Contract Year tied to any underperformance tied to reporting or the established Key Performance Indicators.

The Contractor will be required to provide the Contract Administrator with a monthly one or two-page narrative report with metrics on the following (other criteria may be established prior to the signing of the Contract):

- Health inspection reports
- Food cost trends including cost per plate
- Franchisee compliance scores received
- Labor cost trends
- Mystery shopper reports
- Independently third-party survey scores
- Local purchasing benchmarking status
- Sustainable practices status
- Monthly report, budgets and plans
- Sales reports by location and transaction type in Excel format
- List of any requested service/product returns and refund requests with documented reasons for requests

By August 1st, 2019, and by May 1st of each subsequent Contract Year, Contractor will provide an annual measurement tool(s) or KPI's that will allow College and Contractor to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract term.

Towards the end of each Contract Year, Contractor will have a meeting with the Contract Administrator at each College to discuss, and document in writing, the positives and negatives from each year. This collaborative discussion will focus on ways to ensure that the positives from the previous year are preserved and emphasized in the next Contract Year, and that there is a strategy to eliminate or reduce any negative feedback from the previous year. In addition to the items outlined above, this will provide an overall annual action plan and score card going into the next Contract Year for both parties to review and implement.

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 submit all invoices electronically utilizing protocols determined by Montgomery College. Invoices will be submitted monthly with no prepayment requirement.

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 the College. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.

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 Statement

Cash Sales

Consolidated Revenue and Expense Statement

- Retail Dining Locations
- Catering
- Camps & Conferences
- Concessions
- Vending

Detailed Revenue and Expense Statements

- Retail Dining Locations
- Catering
- Camps & Conferences
- Concessions
- Vending

The Contractor shall maintain quarterly inventory and shrinkage records, in a format that meets industry standards, 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 the College of any responsibility or liability for treating the Contractor's employees as employees of College 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 the College and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Contractor.

3.21 Assignment of Responsibilities

Contractor will notify the College with at least sixty (60) days written notice of a change in assignment, and may not assign or otherwise transfer or delegate any right or duty without MC's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

3.22 Licenses, Permits & Taxes

The Contractor shall, without additional expense to the College, be responsible for obtaining any necessary licenses (including liquor licenses), and bonding to comply with College regulations, and municipal, county, College, 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 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

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

The FSD shall interface at the site with the College's Contract Administrator or his or her designee. The designated Contract Administrator may be changed at the option of the College 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

The College may, at any time, issue a written order making changes within the general scope of the Contract (Amendment to 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 the 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

The College 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 the College. Equipment that is no longer needed for the Contract operations may be removed by the College. The College will replace equipment which the College has provided as the College deems necessary. Ownership of all equipment provided by the College under the Contract shall be vested in the College.
- 4.2.2 The Contractor shall be responsible for purchasing and providing the inventory of all smallwares. The College 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 the College, 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 the College. The Contractor shall lease the point-of-sale systems.
- 4.2.3 Items initially furnished by the College as specified in the sections above shall be listed on a basic inventory approved jointly by the College 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 the College and the Contractor to verify the correctness of the inventory.

- 4.2.4 The College will provide adequate ingress and egress, including reasonable access to the corridors, passageways, loading platforms, and elevators. The Contractor needs to ensure that egress is maintained.
- 4.2.5 The College 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 the College, in writing, of any conditions which require correction in order to meet Health and Safety codes.
- 4.2.6 The College will provide sanitary toilet facilities for the Contractor's employees.
- 4.2.7 The Contractor will provide custodial services and certain general building and equipment maintenance, including the major cleaning of ceilings, carpets, 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, dining area floors, office, dining rest rooms, 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 The College will provide office space and furnishings for administrative activities such as purchasing, invoice reconciliation, payroll, and menu pricing. All existing office furnishings will remain College property. All computer equipment will be the responsibility of the Contractor. The available food space and facilities shall be returned to the College 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 excepted. The College 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.

4.3 Utility Outages

The College 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. The College shall not be liable for product or revenue loss which may result from the interruptions or failure of the above service.

Article 5 - Restrictions to the Contractor

5.0 Removal of Equipment

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

5.1 Advertising

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

5.2 College Use of Facility

The College reserves the right to use the dining area of any food service facility covered under this Contract at any time for special occasions, meetings, or other assemblies. After each use, the space will be cleaned and rearranged without any additional expense to the Contractor.

5.3 College's Access to Facility

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

5.4 Spatial Modifications

The Contractor shall not perform any modifications to the food service facility without the prior written approval of the College. The College 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 the College consistent with College 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 Contract, unless approved in writing by the College in advance.

5.6 Hiring or Use of Employees

The Contractor and the College 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.

Article 6 - General Terms

6.0 Term of Contract

6.0.1 The initial term of contract will be for five years (July 1, 2020 – June 30, 2025), and include five additional one-year renewal options. All renewal options will be exercised at the sole discretion of College, unless contract terminated before then by the College.

6.1 Governing Laws

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

6.2 Documents Are Binding

The RFP, 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 Management Contract will take precedence.

6.3 Provisions Separable

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

6.4 Amendments to This Contract

The terms and provisions of this Contract 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 Contract. Any change to contract must be agreed to by both parties, in writing, via a contract amendment form.

6.5 Extras

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

6.6 Termination of Contract

6.6.1 Termination without Cause

The College may terminate this agreement without cause upon no less than ninety days (90) calendar days' written notice. Upon any such termination, the occupancy of College premises will end.

The Contractor may terminate this agreement without cause upon no less than one hundred and twenty days (120) calendar days' written notice. Termination shall be scheduled so that it does not fall prior to the end of a semester. Upon any such termination, the occupancy of College premises will end; and the Contractor agrees to waive any claim for damages. All fees due to Contractor will be prorated in accordance with the date of termination and Section 7.

6.6.2 Termination for Cause

In the event that the Contractor defaults or fails to observe the terms and conditions of this Contract in any material aspect, the College 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 Contract;

6.6.2.2 THIRTY CALENDAR DAYS NOTICE

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

6.6.2.4 RETURN OF FACILITIES UPON TERMINATION

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

Additionally, the College 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 the College 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 Contract.

6.6.2.5 DAMAGES TO FACILITIES AND EQUIPMENT

If, within thirty (30) days of termination of this Contract, the College 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, the College 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 Contract.

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 the College to the Contractor, it shall be sent by certified mail addressed as follows:
- 6.7.2 If given by the Contractor to the College, it shall be sent by certified mail addressed as follows:

Elizabeth W. Greaney, MBA, CTP

Chief Business/Financial Strategy Officer

Montgomery College

9221 Corporate Blvd.

Rockville, MD 20850

Article 7 - Financial Arrangement (To Be Determined Upon Selection of Awardee)

7.1 Introduction

The following terms and conditions set forth the financial arrangements hereby agreed upon by the College 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.

7.2 Capital Investment and Compensation

- 7.2.1 The Contractor shall pay the following guaranteed commissions and compensations to the College for use of the facilities for all food service operations.
- 7.2.2 Capital Investment by Contractor

To Be Determined

7.2.3 Commissions on all operations

To Be Determined

- 7.2.4 In-kind Compensation Provided Annually:
 - Pending

7.3 Operating Budget

On or before November 1st of each year, Contractor shall submit to the Contract Administrator or his designee a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the College's next fiscal year (July 1 - June 30) in a mutually agreed format. Contractor and College will meet to review the budget with the intent of agreeing on an operating budget for the upcoming year.

7.4 Financial Reports

On a periodic basis determined by the College, Contractor shall provide to the College detailed operating statements, in a mutually agreeable format for both parties, (to include sales, food costs, labor, direct costs, service management fee) showing all income and expenses for each of Contractors' operating cost centers at the College showing activity for the statement period and a year-to-date summary. The year-to-date summary shall be for the Agreement year. Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of Seven (7) years. This provision shall survive termination of this Agreement.

7.5 Authorized Operating Expenses

Customary expenses, attributable directly to the operation of the College'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.
- Amortization of investments.
- Employee benefits (including worker's compensation insurance).
- Uniforms.
- Trash removal services.
- Hazardous waste removal.
- Laundry (includes linen replacement).
- Paper supplies.
- Cleaning supplies.
- 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 the College) involved in moving goods, equipment, and supplies between locations on campus).
- Cost of Sub-Contracted services approved by the College (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 the College) and brought on site.
- Equipment maintenance and service contracts.

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 Contract.
- 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 College premises.
- Express delivery charges of any type, except those with prior approval by the College.
- Inventory interest or carrying cost, except those authorized in this Contract.
- 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 the College.
- 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
- The Contractor's personal use of the facilities.

Montgomery College

ENTIRE CONTRACT 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 Contract the day and year first above written.

AGREED TO:	ACCEPTED BY:
Montgomery College	Company
Ву	Ву
Title	Title
Date	Date