



NASSAU COMMUNITY COLLEGE

of the County of Nassau ▪ State of New York

Office of Procurement ▪ One Education Drive, Garden City, NY 11530

PHONE: (516) 572-7300 ▪ FAX (516) 572-7618 ▪ WWW.NCC.EDU

REQUEST FOR PROPOSALS (RFP)

RFP No.: 020816-0202

Description: Food Services

Offer Due Date: 02/08/2016

Offer Opening & Submittal Location: Nassau Community College
Procurement Office, Tower 4th Floor
One Education Drive
Garden City, New York 11530-6793

Offers must be in the actual possession of the Nassau Community College, Procurement Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the RFP number and the Submitter's Organization's name and address clearly indicated on the envelope. Additional instructions for preparing an offer are provided within. FAX offers are not acceptable.

SUBMITTERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:

Phillip Cappello
Director of Procurement
(516) 572-7300 x24694
E-mail: Phillip.Cappello@ncc.edu

For questions regarding
Scope or Specifications contact:

Toni-Ann Rego
Buyer
(516) 572-7300 x24676
E-mail: Toni-Ann.Rego@ncc.edu

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

SECTION ONE: FORM OF PROPOSAL/EVALUATION CRITERIA

Proposals shall be on 8 1/2" by 11 size paper, organized as shown below with an index and tabbed dividers between sections, and shall include the necessary information needed to establish the proposer's background, expertise, and qualifications to provide the services as set forth in the Scope of Services (Section 3). Services and cost proposals shall reflect and include the necessary level of effort required to advance the project through completion. It is recommended that proposer limit its proposal, excluding resumes, to either twenty (20) pages, or if indicated, the suggested number of pages under each criterion.

Proposal Due Date: February 8, 2016, not later than 2:00 PM.

Pre-proposal walkthrough will be held on January 12, 2016 at 10:30 AM starting in room Tower-404. Proposers are strongly encouraged to attend the walkthrough.

Based on its initial evaluation of proposals, NCC may identify a short list of firms who will then be requested to give an oral presentation.

PROPOSAL REQUIREMENTS

Proposers must submit one (1) original (Clearly Labeled), plus five (5) copies of their Services and Cost Proposal with other relevant information in a properly labeled and sealed envelope. All proposals must contain the proposal signature page included herein. Faxed or e-mailed proposals will not be considered.

The proposal document must be submitted with an original ink signature by the person authorized to sign the proposal. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the offer. In case of error in the extension of prices in the proposal, the unit price will govern. Periods of time, stated as a number of days, shall be calendar days.

It is the responsibility of all Proposers to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date. Late proposals will not be considered.

The issuance of this Request for Proposal does not obligate the College to pay any costs incurred in the preparation and submission of proposals.

EFFECTIVE PERIOD OF OFFER

This offer shall remain in effect for a period of ninety (90) calendar days from the offer opening date and is irrevocable.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

AMENDMENTS

The College shall not be responsible for any oral instructions made by any employees or officers of the College in regard to the instructions, drawings, specifications, or contract documents. Any changes to the plans and specifications will be in the form of an amendment, which will be furnished to all proposers who are listed with the College as having received the Solicitation, or to any other proposer who requests an amendment.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The proposer's products, services, and facilities must be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not reference is made to same in this RFP.

REJECTION OF OFFERS

The College reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informality when it is deemed to be in the College's best interest.

AWARD OF CONTRACT

- A. Unless the proposer states otherwise, or unless otherwise provided within the Request for Proposal, the College reserves the right to award as applicable by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the College.
- B. Notwithstanding any other provision of the Request for Proposal, the College expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof; or
 - (3) Reissue a Request for Proposal.
- C. A response to a Request for Proposal is an offer to contract with the College based upon the Terms, Conditions, Scope of Work, and Specifications contained in the College's Request for Proposal.

REQUIRED FORM OF SUBMISSION

Proposals **must** include the following required documents:

- **Table of Contents**
 - *Firm must include this form in your proposal as the Table of Contents. **You must submit proposal in the format provided, with the separate sections clearly tabbed.***
- **Services Proposal**
- **Cost Proposal** (Section Four)
- **Resumes of Key Personnel/Staff**
- **Proposer Certification and Questionnaire** (Section Five)
 - *Please submit one (1) copy of this form with the "Original" proposal and not with any of*

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

the copies.

Optional information to be submitted, if necessary:

- **Any comments regarding the Terms and Conditions** (Section Two)
 - *A lack of comments will be considered full acceptance of the contract terms on the part of the firm. Please submit with the “Original” proposal and not with any of the copies.*

Note: Failure to submit any of the required documents may deem your firm non-responsive.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

TABLE OF CONTENTS

**Note: This form MUST be included in your proposal as the Table of Contents and
PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW**

<u>TAB</u>	<u>ITEM</u>	<u>Please check if</u>		
		<u>Included</u>	or	<u>N/A</u>
1.	TABLE OF CONTENTS	<input type="checkbox"/>		
2.	INTRODUCTORY STATEMENT	<input type="checkbox"/>		
3.	SERVICE PROPOSAL			
	I. CRITERION 1: MANAGEMENT PHILOSOPHY, CORPORATE STRUCTURE, KEY PERSONNEL AND PAST EXPERIENCE	<input type="checkbox"/>		
	II. CRITERION 2: OPERATIONS PLAN	<input type="checkbox"/>		
	III. CRITERION 3: MENUS, FOOD SELECTIONS AND MERCHANDISE	<input type="checkbox"/>		
	IV. CRITERION 4: INNOVATIVE MEASURES AND INITIATIVES	<input type="checkbox"/>		
4.	COST PROPOSAL (Section Four of RFP)	<input type="checkbox"/>		
5.	RESUMES OF PROPOSED KEY PERSONNEL/STAFF	<input type="checkbox"/>		<input type="checkbox"/>
6.	PROPOSER CERTIFICATION AND QUESTIONNAIRE (Section Five of RFP) (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>		
7.	ACKNOWLEDGEMENT OF AMENDMENTS (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>		
8.	COMMENTS REGARDING SECTION TWO: TERMS AND CONDITIONS (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>		<input type="checkbox"/>
9.	SUPPLEMENTAL INFORMATION (Optional)	<input type="checkbox"/>		<input type="checkbox"/>

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

INTRODUCTORY STATEMENT (not more than two pages)

The proposer shall convey an understanding of the services required; summarize key points of the firm's proposal, including any explanatory remarks; provide information that shows the proposer's ability to perform the work in a complete, timely and professional manner, including, but not limited to past performance.

EVALUATION CRITERIA

Proposals will be evaluated and ranked based on the evaluation criteria below by a "Selection Committee" composed of College personnel. In addition to the evaluation criteria listed below, only a responsive and responsible proposer will receive an award. Proposals will be evaluated on the strength of the entire program presented. For any Vendor to be considered, all requirements listed in this RFP must be met, filing deadlines adhered to, documents submitted as requested herein, any other information as noted in this RFP supplied.

PROPOSAL CRITERIA AND THEIR WEIGHTING

PROPOSAL CRITERIA	WEIGHTING
<p>CRITERION 1: MANAGEMENT PHILOSOPHY, CORPORATE STRUCTURE, AND KEY PERSONNEL & PAST EXPERIENCE</p> <p>This criterion shall consider a comprehensive management overview that will be implemented for NCC's Dining, and Catering Services from beginning of the "phase-in" transition through the term of the contract.</p> <p>FACTOR 1: MANAGEMENT PHILOSOPHY AND CORPORATE STRUCTURE</p> <p>This factor shall consider the organizational and management structure that will ensure success in the management of NCC's Dining and Catering services from transition phase-in to the ongoing operations.</p> <p>INSTRUCTIONS:</p> <ul style="list-style-type: none">• Present your management philosophy and approach to creating efficient and effective management of NCC's Dining and Catering services.• Present the current corporate structure with the emphasis on how this structure will benefit NCC's Dining and Catering services.• Describe your proposed corporate structure, including a chart illustrating how the proposed structure will accomplish all performance requirements.• Present a narrative of your corporate collaborative communication approach.	<p>150</p>

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

FACTOR 2: KEY PERSONNEL

This factor shall consider the experience, knowledge, and skill of your key personnel required to accomplish the requirements for the performance of NCC's Dining and Catering services, to include transition phase-in and ongoing operations.

INSTRUCTIONS:

- Provide one-page resumes for your key personnel.
- For each of the key personnel, describe their knowledge and experience in large-scale, food service operations.
- Explain how each of the key personnel have provided quality services, while adhering to current industry requirements and practices.

FACTOR 3: PAST EXPERIENCE

INSTRUCTIONS:

- List a minimum of three (3) contracts specific to the type of work described in the Scope of Services that your firm and the proposed staff performed within the past three (3) years for educational institutions. For each project, include:
 - A detailed description of the scope;
 - Dates of performance;
 - Revenue;
 - The role of your firm;
 - The role of the proposed staff;
 - Client/company name;
 - Name, title, and role of reference at the project; and,
 - Client/company addresses and phone numbers.

RFP NUMBER: 020816-0202

<p>CRITERION 2: OPERATIONS PLAN</p> <p>This criterion shall consider a comprehensive Operations Plan that will be incorporated as a material part of the Contract and implemented for the management of NCC’s Dining and Catering services from beginning of the “phase-in” transition through the term of the Contract.</p> <p>INSTRUCTIONS:</p> <ul style="list-style-type: none">• Submit a detailed “Operations Plan” to include the following sections. Each section below will be evaluated individually. A hard copy of the “Operations Plan” shall be submitted on the due date specified on the RFP cover page. Each section of the “Operations Plan” shall be labeled and in the order of sequence specified in this section (<i>RFP Written Deliverable</i>).• Include an “Executive Summary” in your Operations Plan.• Present a narrative for each section of the “Operations Plan” at the Oral Proposal Presentation.• Please note that if selected as the Contractor, the intent of this Operations Plan is to be incorporated as a material part of the Contract. <p>SECTION 1: TRANSITION OF OPERATIONS</p> <p>This section shall consider the implementation of a Transition Plan that will provide a seamless transition, without interruption of services, from the existing Dining and Catering services to the new Contractor. The transition plan shall include ongoing operations to ensure complete management of NCC’s Dining and Catering services.</p> <ul style="list-style-type: none">• In your “Transition Plan” include all the associated tasks and milestones required from start of phase-in to the full assumption of contract responsibilities by location of operations.• Describe in detail the plan for accomplishing a smooth phase-in (by location) and transition without compromising effective and efficient operations of the current effort. <p>At the minimum, the transition plan shall include:</p> <ul style="list-style-type: none">• Schedule: Detailed list of tasks with a transition milestone schedule;• Employees: Approach for staffing NCC’s Dining and Catering services;• Operational Responsibility: Describe how key personnel will assume operational responsibility of performing phase-in work and the implementation of all personnel training. <p>If the proposer intends to make renovations to the facility, provide a summary of</p>	<p>400</p>
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Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

design of locations and build out. Include information listed below:

- **Implementation Timeline:** Key Event Dates as a guide, propose a schedule indicating additional key information, time and dates. Emphasis on the scope of work and time needed for the renovations.
- **Renovation concept drawings and renderings** of the area showing proposed renovation.
- **Equipment**
- **Indicate how concept and design will maximize customer satisfaction, traffic and sales.** Provide your marketing research and applicable information.

SECTION 2: STAFFING PLAN

This section shall consider the implementation of an effective and collaborative **Staffing Plan** for the performance of NCC’s Dining and Catering services. In your **“Staffing Plan”** include discussions of the following:

- Your plan for hiring dining employees.
- Your ability to manage large-scale, multi-unit operations, by providing examples where the proposer explored challenges and developed an effective approach.

SECTION 3: QUALITY STANDARDS

This section shall consider the implementation of **Food Preparation & Quality Control Standards** by providing a variety of quality prepared foods in accordance with latest industry trends, standard practices, and innovative concepts.

- In your **“Food Preparation & Quality Control Standards Plan”** describe the quality control policies, standards, food preparation procedures and techniques that will be utilized to ensure satisfaction.
- Describe your current internal control procedures to maintain quality standards.

SECTION 4: CUSTOMER & CLIENT SATISFACTION

This section shall consider the implementation of a **Customer-Focus Strategy Plan** to meet customer and client’s needs, while maintaining quality and competitive pricing.

- In your **“Customer-Focus Strategy Plan”** describe the customer-focus strategy that will be implemented to maximize the customer and client’s needs, while maintaining quality and competitive pricing.
- Describe the approach for soliciting comments and suggestions from customers and clients for NCC’s Dining and Catering services.

RFP NUMBER: 020816-0202

SECTION 5: MARKETING STRATEGIES

This section shall consider the implementation of a **Marketing Plan** by providing innovative marketing strategies that will maximize “Customer & Client” satisfaction of NCC’s Dining and Catering services.

- Your “**Marketing Plan**” shall include, at the minimum:
 - Marketing Objectives
 - Communication Strategies
 - Promotional Initiatives

SECTION 6: CATERING SERVICES

This section shall consider the implementation of a **Catering Operations Plan** by providing innovative catering concepts.

- In your “**Catering Operations Plan**” describe the following information:
 - Approach for providing and delivering catering services
 - Staffing standards for catered events
 - Pricing strategies

SECTION 7: TRAINING

This section shall consider the implementation of a comprehensive **Training Plan** for the performance of NCC’s Dining and Catering services.

- In your “**Training Plan**” describe how personnel will be professionally trained in each area of operations, including management, kitchen equipment training, safe knife handling, customer services, food preparation, etc.
- Explain the approach of maintaining and updating training records.

SECTION 8: HEALTH & SAFETY

This section shall consider the implementation of a **Safety Strategy Plan** to comply with applicable health and safety requirements and industry standards.

- In your “**Safety Strategy Plan**” describe the safety program that will be implemented and maintained to ensure compliance with all State and County codes and regulations to perform the Dining and Catering services at NCC.
- Describe emergency communication strategies, self-inspection procedures, and the management approach to monitoring safety.
- Discuss the proposed approach to maintain an “A” rating for all food service locations in accordance with Nassau County Health Department requirements.
- Include an Injury Illness Prevention Plan (IIPP).
- Include an OSHA Total Recordable Incident Rate (TRIR), including the appropriate NAICS code for the last three (3) consecutive years.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

<ul style="list-style-type: none"> • Include most current corporate Experience Modification Rate (EMR). <p>SECTION 9: GREEN PLAN</p> <p>The section shall consider the implementation of a Green Plan with procedures that will maximize a comprehensive sustainability program that includes green purchasing and green cleaning, bio-based products, supplies with recycled content and environmentally preferable products.</p> <ul style="list-style-type: none"> • Contractor shall maximize the utilization of sustainable, “green” cleaning products where feasible during the performance of this contract, with an emphasis on using products that are: biodegradable, less toxic, with minimal use of unnecessary dyes and fragrances. • Contractor will participate in future campus based education efforts to promote awareness and understanding of sustainable agriculture, benefits of local foods, organics, and of “green” products and systems (i.e. recycling and composting). • NCC would like to foster a more sustainable food service program that economically supports environmentally sustainable food systems as a way of contributing to the economic vitality, environmental sustainability, and quality of life in the region. <p>SECTION 10: CASHLESS PAYMENT OPTION PLAN</p> <p>This section shall consider the implementation of a Cashless Payment Option for the Dining and Catering services.</p> <ul style="list-style-type: none"> • In your “Cashless Payment Option Plan” propose cashless payment options. 	
<p>CRITERION 3: MENUS, FOOD SELECTIONS AND MERCHANDISE</p> <p>This criterion shall consider the capability of providing various menu options for food and beverage items as well as store merchandise.</p> <p>INSTRUCTIONS:</p> <ul style="list-style-type: none"> • Provide the proposed menus, for the CCB dining service, to include portion sizes and nutritional information. • Propose food and beverage stations, selections, and options for the two (2) NCC snack bars. • Describe the depth and breadth of the menu (e.g. sandwich bars, salad bar, grill, etc.) by location, what portions of the menus will be fixed, and what portions of the menu will vary (daily, monthly and/or yearly). • Discuss your approach for providing quality foods at competitive prices and the method that will be used for making changes to the menus. 	<p>350</p>

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

<ul style="list-style-type: none">• Describe the approach for daily and/or weekly promotional concepts that will be utilized to grow clientele and maintain customer satisfaction for NCC's Dining and Catering services.• Discuss your approach for making and communicating menu and merchandise item and price changes.• Describe how menu selections will be planned to enable NCC community clientele to meet appropriate recommended dietary allowances set by The Food and Nutrition Board of the National Research Council.• Please describe in detail any types of nutrition awareness programs that would be initiated on the campus and how these programs will be promoted, i.e. programs to address the needs of individuals with chronic dietary issues (diabetes, low-cholesterol, low-sodium, low fat, food allergies), religious diet preferences, and various degrees of vegetarian/vegan diets.	
CRITERION 4: INNOVATIVE MEASURES AND INITIATIVES This criterion provides the proposer the opportunity to describe how the Scope of Work will be exceeded. Include examples of previous Dining and Catering contracts where the firm provided service above and beyond the expectations of the client and introduced successful innovative approaches to food service that resulted in documented customer satisfaction.	100
TOTAL SCORE POSSIBLE	1,000

Cost Proposal (Not a weighted criterion)

- Section 4 – Cost Proposal must be completely filled out. Cost proposals must be inclusive of all costs, fees for providing the services requested in this RFP. Fees will not be subject to adjustment after the contract is awarded during the initial term.
- Proposers must submit their cost proposal using the “Cost Sheet” (Pricing Page) provided in this RFP. For additional details, please see Pricing Page. All required information must be completed. The Procurement department reserves the right to request clarification of any of the information provided.

SUPPLEMENTAL INFORMATION (Not a weighted criterion)

This section should include any additional information relevant to but not included in the previous sections, at the proposer's option.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

SECTION TWO: TERMS AND CONDITIONS

1. **GENERAL INFORMATION AND REQUIREMENTS**

- A. Any agreement entered into is subject to the provisions of Article 18 of the General Municipal Law and the State of New York, as amended, and Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order of Nassau County.
- B. It is expressly understood that the College shall not be construed or held to be a partner, agent or associated by joint venture or otherwise of contractor in the conduct of its business.
- C. The contract created from this proposal will be governed by the laws of New York State.
- D. Agency warrants that it is not in arrears to Nassau Community College or the County of Nassau upon debt or Contract and is not a defaulter as surety, Contractor or otherwise upon any obligation to Nassau Community College or the County of Nassau.
- E. The attached contract, a generic sample of which is attached to and made part of this RFP (see Attachment "A", Form of Contract) will represent the total agreement between the College and Contractor. **Any exceptions to this agreement must be clearly noted.**
- F. If a Proposer has any contract documents for the College to sign in order to contract with the College, then the Proposer must note same on the proposal return and supply copies of the documents with proposal response so that the College can review same and determine whether the College can accept and sign them. The College will not view any Proposer's contracts that are presented after the Request for Proposal opening date and time.

2. **DELAYS IN EXERCISING CONTRACT REMEDY**

Failure or delay by the College to exercise any right, power, or privilege shall not be deemed a waiver thereof.

3. **RESPONSIBILITY FOR CORRECTION**

It is agreed that the Proposer shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

4. VENDOR PERFORMANCE

Prior Proposer performance in regard to product, service, or representation of/from the Proposer may be used in evaluation of this offer. Unsatisfactory performance to the County of Nassau may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any Proposer that is in default on any contract with the County of Nassau.

5. DEFAULT

In case of default by the contractor, the College may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

6. CONTRACTOR RESPONSIBILITY IF DEFAULT

Should the selected contractor default at any time during the agreement term, all equipment and mechanical systems must be returned to its original state at no cost to Nassau Community College.

7. PAYMENT TERMS

If payment terms are not indicated, terms of NET 30 days shall be applied by the College. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. The payment terms will be considered in the price evaluation of offers. Payment terms offering less than 20 days for payment will not be considered in the price evaluation of offers.

8. FUND APPROPRIATION CONTINGENCY

The vendor and the College recognize that the continuation of any contract after the close of any given fiscal year of the College which fiscal year ends on August 31, shall be subject to the approval of the budget of the Nassau Community College providing the contract item is an expenditure therein. The College does not guarantee that the budget item will be actually adopted, as it is the determination of the County of Nassau at the time of the adoption of the budget.

9. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor of the College or County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself, or herself out as a College or County employee or Person with the authority to commit the College or County to any

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

obligation. As used in any Agreement awarded as a result of this RFP, the word “Person” means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

10. TERMS AND CONDITIONS IN “FORM OF CONTRACT” ARE PART OF RFP

All terms and conditions included in the “Form of Contract” (see Attachment A) shall also be considered a part of this Request for Proposal.

11. INQUIRIES

Any questions related to a Request for Proposal must be directed to the persons whose names appear on the cover page of this document. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the College. The College will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal. **ORAL STATEMENTS OR INSTRUCTIONS WILL NOT CONSTITUTE AN AMENDMENT TO THIS REQUEST FOR PROPOSAL.**

Questions should be submitted in writing when time permits. The College may require any and all questions to be submitted in writing at its sole discretion. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal subject page, and paragraph number. However, the Proposer must not place the Request for Proposal subject on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Proposal due date and time.

12. ATTACHMENTS and APPENDICES

See attached the following:

- 1) Attachment A – “Form of Contract” (This is a sample of a Nassau Community College contract. All terms and conditions included in the “Form of Contract” are a part of this Request for Proposal.)

13. PROPOSER PRESENTATION

Proposer may be invited to make a presentation. If invited, the Proposer will be notified of the date and time of the presentation by the Procurement Office.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

14. INQUIRIES REGARDING QUALIFICATIONS

The submission of a proposal gives permission to the College and to its consultants to make inquiries concerning the Contractor and its principals, officers and directors to any persons or firms the College deems appropriate.

15. DEFINITIONS

- a) The term, “County”, as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- b) The term, “Contractor”, as used herein, shall be deemed as reference to the successful Proposer, Vendor, Proprietor, Partnership or Corporation receiving an award to perform any or all of the services specified in accordance with the terms of this agreement.
- c) The term, “College”, as used herein, shall be deemed as reference to Nassau Community College.
- d) The term, “Director”, as used herein, shall be deemed as reference to the Director of Procurement.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

SECTION THREE: SCOPE OF SERVICES

I. GENERAL BACKGROUND INFORMATION

Nassau Community College (the College) is a public Community College located in Nassau County, New York. It is the largest State University of New York Community College and includes 43 buildings set on 225 acres. Approximately 21,000 full and part time students, 11,000 continuing and professional students attend classes and approximately 3,300 full and part time faculty work at the College.

A. This Request for Proposal (RFP) which includes all instruments, attachments and appendices hereto, is for the management of the campus food services at Nassau Community College, Garden City, NY. (NCC)

B. NCC is planning to receive proposals for a new contract for the management of its food service operations (including catering and conferences) on its campus.

C. NCC's primary objective is to provide a high level of food service which reflects NCC's emphasis of community between students, faculty, and staff. As a public, co-educational two year College, dining is an important aspect of meeting this objective.

D. It is important that all Proposers understand fully what NCC seeks in its dining program and from the company engaged to manage that program. NCC desires a dining program that provides exciting and energized venues and a high level of creativity and imagination.

E. In the broadest sense, this RFP seeks to establish a contract which will provide to students, staff, faculty, alumni, and visitors a food service operation reflective of the College's goals and philosophy. NCC desires to provide its students with a full, well rounded experience, inclusive of learning and living as a community. Food Services must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom. The successful Proposer will purchase, prepare and serve food and food products and provide balanced meals for NCC's students, faculty, staff, and guests on such hourly schedules as may be established by the College.

F. The Contractor must perform to the satisfaction of NCC and be subject to the supervision and control of the NCC Office for Facilities Management.

G. The Contractor must provide documentation showing compliance with NCC's environmental sustainability program.

H. The College Community wants a dining services program that is based on quality of food, reasonable cost, variety and service.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

- I. The program should anticipate and react to the changing life styles, health habits and food preferences of NCC employees and students throughout the life of this contract.
- J. The Contractor will be expected to have ongoing communication with NCC employees and students, and work collaboratively with the students, faculty, staff and Campus Services Committee to develop menu options in a way that best accommodates NCC.
- K. NCC seeks a Contractor that has a record of innovation, creativity, and an entrepreneurial approach to higher education dining.
- L. NCC seeks an outside management company to operate its dining services so that the highest degree of professionalism can be achieved in the delivery of Food Services within an economic structure that is desirable for both NCC and the Contractor.
- M. NCC requires a reasonable financial return from campus Food Service operations in order to provide for coordination and planning, utilities, maintenance and improvement of facilities, facility renovations, and any equipment depreciation, replacement, and maintenance.
- N. Professional management, commensurate with the level of service desired by the College, is an important consideration when preparing a response to this document. NCC seeks proposals which reflect the professional management abilities of the Proposers striving to meet the College's goals and specifications.
- O. Proposers are invited to submit optional service and program proposals they wish to be considered that are beyond this RFP's basic submittal requirements. This supplemental information must be included as a separate section of the response. However, the basic required information *must be* submitted, regardless of whether or not optional proposals are submitted.
- P. Proposers 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, Proposers must submit a complete response to the RFP in the format detailed by the RFP.
- Q. Proposals must follow the chronology of the RFP.
- R. Proposals will be evaluated on the information Proposers submit in response to the RFP requirements. The contract will be awarded to the Proposer who provides the most favorable response according to NCC's evaluation.
- S. The Proposer's proposal is to be based on providing the personnel and service to manage, operate, direct, supervise, and promote NCC's dining services to the best of its ability as set forth

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

in the specifications of the contract during the term of the contract.

II. DESCRIPTION OF SERVICES

A. REQUIRED SERVICES

1. College Center Building

At a minimum, proposals must include the operation of a food court arrangement in the main servicing area, separate kitchen facilities, the potential for catering and the use of the outdoor dining area.

2. Other Food Services on Campus

The College currently has several food service operations in several locations through-out the Campus. They are identified as a Snack Bar in Cluster B, and a Snack Bar in Building V. The successful Proposer will be required to provide, as part of this resulting contract, continuing service in the Cluster B Snack Bar and Building V Snack Bar.

3. Catering Requirements

From time to time, the contractor may be required to perform separate catering services. Proposers are to state, in full, their proposal for catering special functions, breakfasts, coffee breaks, lunches, dinners etc. sponsored by the College, the Faculty Student Association or others. The price to be paid by the College, etc. shall be determined by a written quote. The College does not guarantee that all such catering will be awarded to the Contractor and reserves the right to make other awards as it deems necessary.

Insofar as catering services are concerned, the Contractor shall:

a. 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 NCC catering customers have a positive perception of the campus' catering services.

b. Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.

c. Continually monitor its catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as holidays, graduation and other milestone events throughout the academic year.

d. Maintain a catering webpage with the ability for the customer to place orders

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

online and have a confirmation method connected to it.

e. Be responsible for product purchase, preparation, set-up, delivery, decoration, cleanup and billing of all catered events.

f. Provide cost efficient menu items which are competitive to local area options.

4. Product Identification

The College reserves the right that during the course of any contract issued as a result of this solicitation, it might enter into an agreement for the recognition of a product identification campus wide.

B. COLLEGE RIGHTS AND RESPONSIBILITIES

1. Responsible College Official

The Contract Administrator is responsible for the campus food service operations. All matters pertaining to this food service contract and its application shall be conducted between the Contractor and the Contract Administrator.

2. Facilities

a. The College reserves the right to use part or all of its dining facilities for purposes other than regular food service such as conferences, meetings, etc. In such instances, additional expenses incurred by the Contractor will be supported by the organization or group authorized to use the facility, but must be approved by the Contract Administrator.

b. The College will supply utilities. It will be the Contractor's responsibility to provide dumpsters for refuse collection at all locations.

c. The College will maintain heating, ventilating and air conditioning systems, life support systems (fire extinguishers, alarms, sprinklers) and lighting systems.

d. The College agrees to provide one restricted access on-campus telephone extension per location to the Contractor.

e. Any proposed modifications to any College facility must be approved, in writing and in advance, by the College's Contractor Administrator.

f. The College does not guarantee an uninterrupted supply of utilities. The College is not liable for any loss, damage, or cost of expense which may result from interruption or

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

failure of any utility service.

3. Personnel

The College reserves the right to interview and be involved in the selection of the Food Service Director and immediate staff of Management/Supervisory personnel to be assigned to the College by the Contractor; and to require removal of any said personnel deemed to be unsatisfactory by the College. All personnel employed by Contractor to handle food shall undergo a proper medical examination to confirm their fitness to handle foodstuffs. The Contractor will be responsible for maintaining good public relations with the various types of public utilizing the Food Service facilities. The College will weigh the number and experience of the management team proposed by the Contractor in its selection.

4. Changes in Price

Initial pricing of menu items must be firm for the first year of contract and subsequent price changes will be mutually agreed to by the Contractor and the College. In subsequent years requested changes must be presented, on an annual basis, by June 13th of each year, if requested.

5. Audit

The Contractor agrees that the College, County or any of its authorized representatives at any time during the term of this contract, shall have access to and the right to audit and examine any pertinent books, documents, papers and records of the Contractor (such as sales receipts, salary lists, itemized expenditures and disbursements, employee time records, equipment charges, etc.) related to the contract for the life of the contract.

6. Other Food Operations

The College has a Hospitality/Business Department that teaches students the preparation and presentation of food. The Department is presently located in Building K. From time to time, the students of this Department, as part of the educational experience, offer prepared food to the College Community. This situation will continue during the life of the ensuing food-service Contract. Also, during the life of this contract, the College will be establishing a Culinary program in which students will prepare, serve and possibly sell food to NCC staff, Faculty, Students, and Visitors. This food service will be very limited in scope.

Additionally, from time to time and with the approval of the College Administration, Clubs, Fraternities and Service Groups have the right to sell or give away for a limited time on campus, frankfurters, candy, cookies, ice cream, soda, etc. for the purpose of raising monies for their Faculty-Student Association. It should be noted that these activities will be limited and should not be of a nature that would be disruptive to the intent of the agreement between the College

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

and the Contractor and not a violation of agreement between the College and the Contractor.

The College reserves the right to allow limited food and beverage sales at other locations on the campus via vendors operating out of the College bookstore and/or NCC Library or other similar facilities.

7. Vending Machine Products

The food service Contract that will be issued will not include vending machine operations which are provided by Dover Gourmet, under a Contract which expires in January 2019.

8. Food Facilities Utilization

It is understood that the Contractor may only use the assigned food facilities in the manner and for the purpose defined in the RFP and resulting Contract.

C. CONTRACTORS RIGHTS AND RESPONSIBILITIES

1. General

The contractor agrees to pay the College the herein agreed fee in consideration of facilities furnished and services provided by the College.

2. Submission of Records

a. The Contractor shall submit a gross sales statement on or before the 15th day of each month, certified to be true and correct by this Contractor's Chief Financial Officer. This statement shall cover the previous month's food service operation gross sales at the College.

b. Contractor's annual gross sales statement certified to be true and correct by the Contractor's Chief Financial officer shall be submitted to the College thirty (30) days following the end of each contract year.

3. Assumption of Cost

The Contractor shall assume all food service operating costs including, but not limited to: food, labor (including management and supervision, fringe benefits and payroll taxes), laundry, supplies, disposables, insurance, contractor owned equipment repairs, small wares replacement, etc.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

4. Personnel

a. It is understood that the Contractor and its employees are neither employees nor agents of the College, but shall adhere to the standard College rules and regulations. The College reserves the right to review the successful Contractor's evaluation of its employee performance and make recommendations.

b. All management personnel of the Contractor will continue service only so long as their work is acceptable to the College. Minimum requirements for Food Service Manager are:

Food management experience of four (4) years, in a higher educational institutional setting, with appropriate training and/or academic credentials and the ability to relate to today's Community College students, faculty, staff and administrators.

c. Although the Contractor's location manager will be under the direct management control of the Contractor, he/she will act and function so that the Contractor's management is responsive to the College's need as articulated by the Contract Administrator.

d. The Contractor shall conduct an on-site and on-going personnel training program, including instructions in health and sanitation, safety, customer relations, etc. The Proposer shall furnish an outline/description of such an employee training program with its proposal.

e. The Contractor shall retain the services of a Certified Dietitian who will advise the contractor on healthy food menus and be available to answer inquiries from the college on the suitability of various offerings.

f. The Contractor, whenever possible, shall provide work opportunities for the College's students at an hourly rate at least equal to the New York State Minimum Wage.

g. The Contractor shall assume responsibility for requiring all its employees to comply with all medical exams in accordance with health and safety codes of the College, the County of Nassau, and the State of New York and Federal agencies.

h. The Contractor shall perform its services without interfering in any way with the activities of the College and shall perform all undertakings in a proper, business-like and dignified manner. Food and beverage deliveries requiring the use of the loading docks on Education Drive must be completed prior to 8:00 am on weekdays. Tractor trailers that block traffic on Education Drive will be directly by NCC Public Safety to leave the area and may be ticketed.

i. Contractor agrees that all personnel shall carry photo identification cards provided

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

by the Contractor at the expense of the Contractor.

j. The Contractor shall be responsible for the acts of its employees and agents while on the College campus. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on College property. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the College, any damage that it, or its employees or agents may cause to the College premises or equipment. On the Contractor's failure to do so, the College may repair such damage and the Contractor shall reimburse the College promptly for the cost of the repair or replacement.

5. Sanitation/Refuse/Maintenance

a. The Contractor will be responsible for maintaining the premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests and in compliance with all applicable laws, rules and regulations of Nassau Community College and any governmental authority having jurisdiction over the premises. All College, local, county, state and federal health laws and regulations shall be adhered to as related to personnel and maintenance. The Contractor shall adhere to the highest standards of cleanliness and sanitary practice.

b. The Contractor will be responsible for cleaning and housekeeping within the boundaries of the food preparation and service areas, dining area(s), and the corridors and lavatories adjacent to the Food Service Facility in the College Center Building. The Contractor will be responsible for all custodial service in the serving and preparation areas, storage areas, floors, walls, furniture, stairs, windows, bathrooms, halls, etc. within the walls of assigned areas. This would include the cleaning of windows, walls, floors, ceilings, equipment, bathrooms contained within the assigned areas (and supplying the paper goods and soaps required in the bathrooms), etc. Additionally, the staircase and mezzanine will be the responsibility of the Contractor. The College will act cooperatively in the cleaning and preparation of the outdoor area in the College Center Building.

c. If required, the Contractor will be responsible, at its expense, to have a licensed exterminator apply F.D.A. approved insecticides in the Contractor's areas of responsibility. These applications shall be directed as required by the Assistant Vice President of the Physical Plant.

d. The Contractor shall provide inside covered refuse containers where needed, and shall cooperate in all reasonable recycling efforts. (No Styrofoam products are allowed on Campus.) Adequate receptacles for refuse must be provided by the Contractor in each food service area and must be marked in such a fashion as to solicit the cooperation of the patrons. Each receptacle will be emptied frequently enough by the Contractor into a dumpster to prevent

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

overflow and debris accumulation. It will be the Contractor's responsibility to keep the contracted facilities dry and safe during inclement weather.

e. The Contractor must deposit their debris into the dumpsters in an orderly fashion, not overflowing, stacked or strewn around dumpsters.

f. The Contractor shall be responsible for all maintenance and cleaning of the kitchen hood, hood filters, kitchen fan, and, ductwork cleaning and degreasing on a periodic basis as necessary to meet the requirements of The Office of the Nassau County Fire Marshal and never less than semiannually. The Contractor's cleaning company must be approved by The Office of the Nassau County Fire Marshal. Insurance must meet the terms of Nassau Community College for Liability and workers compensation, etc.

g. The Contractor shall be responsible for all grease trap cleaning for the grease trap connecting the kitchen to the sewer main. (This is a large interceptor.) Exterior underground grease trap is to be cleaned monthly as required to keep the trap in a condition that meets the requirements of 1984 Nassau County Sewer Ordinance and Department of Public Works and the DPW.

h. Contractor must have a Nassau County Health Department (NCHD) approved program for Pesticide Management and engage the services of a licensed exterminator and provide pesticide labels and safety data sheets to the NCC Office of Environmental Health and Safety. The Contractor will be back charged by the College for any rodent control caused by improper or excessive outside refuse or trash storage in unsecured, uncovered dumpsters.

i. The Contractor shall conduct an enzyme program to maintain the cleanliness of the drain system. Enzymes are to be added (poured) into the system weekly. Minimum quantity is two quarts liquid per week, or equivalent powder or pellets, unless the Contractor demonstrates that the pipes are not loading up with grease. If the Contractor demonstrates that the pipes are maintained in a clean state, then the College will approve reduced quantities of enzymes.

j. The Contractor shall be responsible to keep the entire kitchen's system of drains free and clear of all clogs and obstructions. When kitchen drains are stopped or blocked, the Contractor is to use his own contractor to clear drains. The Contractor's contractor must have a maximum 4 hour response time. Contractor's contractor must meet the College's insurance requirements for workers comp and liability, and adhere to all applicable occupational health and safety (i.e. OSHA) standards.

k. The Contractor shall be responsible for the maintenance and repair of all doors and hardware to the kitchen area and delivery area and interior area and the servery. The

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

aluminum & glass food-seating-area doors will be mechanically maintained by the College but cleaned by the Contractor.

l. The Contractor shall be responsible for any maintenance and repairing of all refrigeration equipment including condensers, walk-in boxes, reach in boxes and refrigerators and ice machines, etc. Contractor is to have a maintenance program and maintain and clean the equipment and condensers on a periodic basis in line with the manufacturer's and Nassau County Health Department (NCHD) recommendations. Contractor must maintain a written record of service suitable to meet the demand of the NCHD. All maintenance and repair work must be conducted in accordance with all applicable occupational health and safety (i.e. OSHA) standards.

m. The Contractor shall be responsible for all electric and plumbing utilities and lighting and re-lamping within the boundaries of the servery and kitchen. College will lamp and service the lighting in the seating area. Contractor is responsible for disposing of spent fluorescent bulbs in accordance with all Federal, State and local environmental regulations.

n. The Contractor shall be responsible for the removal of all his generated trash and waste.

o. The Contractor shall be responsible for cleaning the loading dock at CCB and the area in front of B Cluster and any area that shows dripping from his waste hauling to vehicles or dumpsters. Contractor is required to pressure wash/steam clean exterior area outside of B Cluster snack bar on a quarterly (minimum) or as-needed basis. This includes walls, sidewalks, benches, etc. in the immediate area.

p. The Contractor is mandated to cart all boxes, broken down boxes, paper and similar recyclable trash and cardboard. These items are prohibited from deposit in College dumpsters.

q. The Contractor must have a recycling program for all metal cans and bottles, glass or plastic. Contractor must have a recycling program for any plastic "go" containers.

r. If Contractor is to store used oil/grease in a receptacle near loading dock, Contractor must ensure receptacle is stored atop an appropriate spill pallet. Contractor must also maintain a fully stocked spill kit in close proximity to oil/grease receptacle.

6. Plan for Evaluating Customer Satisfaction

The Contractor shall submit an outline of its customer satisfaction testing program with the proposal.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

7. Dining Service Promotion

- a. On a semi-annual basis, the Contractor will develop, print, and distribute a brochure describing the food service to all students, faculty and staff. The brochure should include such items as service hours, costs, etc. A sample copy must be submitted with the proposal.
- b. Food service items and their costs shall be displayed in a prominent manner.
- c. The Contractor shall take a semi-annual item popularity poll amongst NCC employees and students to assist in the determination of menu selections. The results of the polls shall be made available to the Contract Administrator.
- d. Special Promotions, Coupons, Zones

The contractor shall provide for special promotions and savings attractions as national branded items are available; advertised promotions (public media) shall apply.

8. Employee Uniforms

All employees must be supplied with and wear uniforms (subject to approval of the college) which will indicate that they are employees of the Contractor. Purchasing and/or maintenance of such uniforms shall be the sole responsibility of the Contractor.

9. Signs

The Contractor will be responsible for designing, providing and installing all necessary internal signs (which will be ADA compliant) in the serving and dining areas. All signs must be approved in advance by the Contract Administrator. The Contractor must agree not to use the seal or name of the College without the express permission of the Contract Administrator. The College may require that an information "sign" be installed in the seating area of the College Center Building. Any College Center Info Boards will be the College's responsibility.

10. Health and Safety

The Contractor must:

- a. Adhere to all NCC emergency procedures and posted signs. Ensure all employees assigned to NCC work site are trained on NCC emergency procedures prior to the commencement of work. Contractor must conspicuously post the NCC Emergency phone number and ensure all Contractor employees are aware of how to report emergencies.
- b. Maintain compliance with all applicable environmental health and safety standards and regulations (i.e. OSHA, USEPA, NYSDEC, etc.)

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

- c. Ensure all employees assigned to NCC are trained in accordance with all applicable occupational, health and safety standards or regulations (i.e. OSHA). NCC reserves the right to request copies of such training.
- d. Maintain a current listing of all chemicals, products containing hazardous ingredients, etc. to be used on NCC campus. Must maintain a hard copy Safety Data Sheet (SDS) for each item on inventory. NCC reserves the right to request copies of inventory and/or SDS's.
- e. Agree that, in the event of an accident of any kind, the Contractor will immediately notify the NCC Department of Public Safety and thereafter furnish written reports of such accident as required.
- f. Provide appropriate amount and type of spill response materials for any waste oil stored on campus. All waste oil containers must be labeled appropriately.
- g. Ensure all applicable safety standards applicable to the loading dock are implemented at the NCC loading dock. Trucks making deliveries to campus loading docks must utilize tire chocks. Tire chocks are to be provided by delivery truck.
- h. Ensure all entrances to CCB building from loading dock are closed and locked when not in use.
- i. Have and maintain a fully stocked ANSI compliant first aid kit (large enough for work force assigned to work at NCC) and other required emergency supplies (as dictated by OSHA) necessary to assist employees injured on job.
- j. Conduct routine safety inspections of work site to help eliminate all recognized hazards. Contractor is expected to immediately respond to spilled liquids and other spilled materials as a means of eliminating slip, trip and fall hazards. Adequate warning signs must be posted at periphery of spills while spilled material is cleaned up.
- k. Ensure employees are provided with, and trained on, personal protective equipment (PPE) in accordance with OSHA standards.
- l. Be responsible for testing and repair of all heat and smoke detectors located within boundaries of the food service.
- m. Be responsible for any fines incurred as a result of any inspections by the Fire Marshal, Labor Department or NCHD or DEC.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

n. Be responsible for all fire extinguishers and fire extinguishing service and inspection and updating and recharging and hydrostatic testing any requirements of the Office of the Fire Marshal.

o. Be responsible for maintaining and recharging any kitchen hood fire suppression systems, maintenance and updating and recharging and inspection.

D. FOOD QUALITY

All foodstuffs purchased shall be in accordance with the published minimum standards of Federal and State specifications. The College shall periodically inspect the contractor's inventory to determine that minimum standards such as USDA GRADE CHOICE for meats, GRADE A for poultry, USDA GRADE A for Eggs and Dairy products, US Grade #1 quality for fresh and frozen vegetables are met.

E. FOOD SERVICE PROGRAM

1. The Food Service Program shall consist of the following elements:

- a. Food Service for students, faculty, visitors and staff in the College Center Building
- b. Service in Cluster B and Building V for students, faculty and staff
- c. Catering services

2. Current sales information: See Appendix A.

3. Hours of operation

a. The College is seeking to have food service available from 7:00 am to 9:00 pm during times when classes are scheduled. To this end, the College will provide the Contractor, on a semester basis, the day and evening schedule of classes. This schedule may be adjusted to meet special scheduling needs.

b. On all days when the College is open but there are no classes (staff only), food service shall be available from 7:00 am to 4:00 pm.

c. Proposers must demonstrate flexibility in providing the schedules for breakfast, lunch and dinner

d. A copy of the current academic calendar is provided in Appendix B

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

4. Menus

a. The College intends to offer full service dining facilities on the Campus. Part of this intent would be to provide the ability to obtain breakfast, lunch and dinner items as well as snacks, beverages etc. Within this concept, fully nutritious, well-balanced items should be offered as provided by a dietician.

Proposers are required to submit, with their responses, the full range of food-services, menus portions and prices.

Special consideration may include, but not be limited to soups, salads, special dinners, ethnic cuisine, vegetarian, low salt and other specialty items. Options for menu items must be made available for students, faculty, staff or visitors who have allergies to regular menu items.

b. All portions offered are to be considered to be for adults and sized accordingly.

c. Menus shall be prepared to the standards of the Academy of Nutrition and Dietetics and shall meet or exceed minimum nutritional requirements. A service such as a nutrition center could enable users to confirm their nutrition intake.

d. The Contractor shall take a semi-annual item popularity poll of NCC employees and students to assist in the determination of menu selections.

e. All foods should be freshly prepared on a daily basis. Any pre-packaged foods shall be labeled, dated and priced according to appropriate regulations.

5. Service and Performance

a. Self-busing of trays is expected; however, the Contractor assumes all responsibility for removal of soiled dishes, trays, etc.

b. College staff and students will evaluate the performance and operations of the food service program. It will be the responsibility of the Contractor to respond to official requests from the Contract Administrator based upon recommendations within the limits of the proposal and Contract.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

6. Faculty/Staff Dining Facility

The Contractor will designate a “Faculty/Staff Dining Area” within the College Center Building facility, designed to seat 40 adults, which shall be governed by all the terms and conditions of this RFP and resulting Contract.

7. Catered Events

Contractor does not have exclusive right to cater events on the campus. However, most campus units within the College use the current contractor when they host events for which catered food service may be required. Their needs vary from simple coffee service to full-course meals. See Appendix A for catering history.

8. Other Considerations

The College serves a large evening adult population and summer population through its Continuing Education Program. Additionally, the College is a non-residential campus with full-time, part-time, young and mature adults attending classes at various times, days and evenings throughout the week.

9. Specific Site Requirements

College Center Building, Kitchen/Dining Facility:

The site occupies approximately 11,500 square feet in the Lower Level of the Center. 4,900 square feet will be used for dining by approximately 332 general diners. The remaining 6,600 square feet will be allocated as 2,700 square feet for a server (food service area), and approximately 3,900 square feet as a food preparation/storage and receiving area.

Additional space (approximately 1,100 square feet) as the Mezzanine (first floor) Level will be used for 48 diners. There are 4 conference rooms on the second floor and 2 additional conference rooms on the third floor which are used for events where food may be served.

While any and all concepts which responsible Proposers propose must be fixed concepts for the life of the Contract, the College may entertain changes in concepts within certain parameters and guidelines. Any requests for future changes in concepts must be accompanied by fully detailed proposals, menus, portions, etc. All costs incurred in the change of concepts are to be borne by the Contractor. Food prices in changed concepts must be firm for one year from the inception of any change granted.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

HOURS OF OPERATION FOR COLLEGE CENTER:

Monday to Thursday: 7:00 AM to 9:00 PM

Friday: 7:00 AM to 7:00 PM

Saturday: To be predicated upon class schedules

Sunday and other times: As required by College for special events and classes

In suitable weather, the Contractor may, if desirous, operate food vending carts and/or kiosks and bring food, drinks, and ice cream to various parts of the Campus. Use and locations of carts are flexible as long as the rights of other food service contractors on Campus are observed and the prior written approval of the College's Contract Administrator has been received before implementation, provided that the rules and regulations of the College and the County are adhered to. For example, carts may be used on the Plaza level of the East Campus, the Quadrangle and in areas near North and South Halls. Carts must meet all current requirements of all Federal, State and Local Health Codes. The College reserves the right to limit the number of carts based upon appearance, traffic, etc.

Cluster B and Building V Snack Bar Service Requirements:

Pre-packaged sandwiches, full range of breakfast pastries, a minimum of five desserts, grill for franks, soup of the day, complete ice cream selection including packaged ice cream and bulk ice cream, sundaes, floats, malted milks, selection of cereals, toast, etc. Complete selection of beverages including soft drinks, coffee, decaffeinated coffee, tea, natural fruit juice, milk. Beverages may only be sold by cup or glass. NO STYROFOAM CONTAINERS may be used. For each item, it will be necessary for Proposer to specify weights and prices with their response. Proposers are welcome to include additional foods or food services which should be described in your response.

HOURS OF OPERATION FOR CLUSTER B AND BUILDING V

Monday to Thursday: 7:30 AM to 9:00 PM

Friday: 7:30 AM to 7:30 PM

Saturday: 8:30 AM to 1:00 PM

Sunday and other times: As required by College for special events and classes

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

CLUSTER B and V BUILDING SNACK BAR SPECIFIC CLEANING AND MAINTENANCE REQUIREMENTS:

The Contractor is responsible for the cleaning and maintenance of the entire area assigned to him. This includes but is not limited to: floors, corridors, seating, service, preparation and storage areas. This responsibility includes the area outside Cluster B and the two circular outside seating areas. The sidewalk immediately contiguous to the outside of Cluster B facility must be washed quarterly or as needed (during off hours) with product suitable to remove food and beverage stains. The Contractor is responsible for maintaining all College equipment that has been assigned to him and to repair same if and when required.

F. MISCELLANEOUS

1. Assurance of Good Standing

Prospective Proposers who intend to submit a proposal must warrant that they are not in arrears to COLLEGE or COUNTY upon debt or contract and that they are not in default as surety, contractor or otherwise upon any obligation to COLLEGE or COUNTY.

2. Food Prices

Proposals must contain a detailed list of food items to be sold, the prices of these items, grade of products and portion size in each case. Food prices must be comparable to those at surrounding food establishments and must be in line with food prices at other nearby Colleges and Universities. This price comparison must be documented. Additional menu items and changes must be proposed in writing to the Contract Administrator and cannot be implemented without written approval of the College's Contract Administrator. Food and beverages prices must be prominently listed in all food service areas.

3. Price Adjustment

Product unit prices and portion sizes as listed in the Contractor's proposal shall remain firm the first year of the Contract and no upward escalation will be permitted. If, at the start of the first Fall semester after at least one contract year has elapsed, the Contractor requests an increase in (a) unit price(s) or change in portion size(s) due to industry-wide escalation in material and/or labor costs, the Contractor may apply in writing to the College's Contract Administrator at least sixty (60) days prior to the desired Fall semester implementation date. Such changes cannot be implemented without the written approval of the College's Purchasing Agent.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

4. New Equipment Ownership/Maintenance

All newly installed equipment purchased and installed by the College shall remain property of the College. The College shall be covered by Standard Manufacturers' Warranties during the period of warranty. Contractor shall be responsible for handling warranty procedures. After expiration of warranty, Contractor shall be responsible for maintenance, repair and replacement, if necessary, of all College-owned equipment up to \$500.00 per service. Amounts in excess of \$500.00 shall require notification to the College/Contract Administrator in writing. The College will determine whether to repair or replace the item at College expense. The College-supplied item must not be replaced or repaired until the Contract Administrator gives his approval in writing. The Contractor may be required, at his expense, to remove the item to a College-designated place. Contractor must leave facilities and equipment in an undamaged and usable condition.

5. College-Contractor Relationship

It is expressly understood and agreed that no building space or equipment will be leased to the winning Proposer under the ensuing Contract, but that during the term of the Contract, Contractor shall have unrestricted use of the designated College premises for the purpose of complying with the terms of the Contract.

It is expressly understood that the College shall not be construed or held to be partner, agent, or associated by joint venture or otherwise of Contractor in the conduct of its business.

It is understood and agreed that under the terms of this contract that no agent, servant or employee of the Contractor shall under any circumstances be deemed an agent, servant or employee of the College or County of Nassau.

6. Contractor's Experience Requirements

Contractor(s) must meet all of the following requirements:

- a. Contractor(s) must be a legally recognized business entity for a minimum of five (5) years prior to submitting offer.
- b. Contractor must prove that as a legally recognized business entity, Contractor has performed work of a similar type/scope/nature for an institution of higher education of similar/comparable size for a minimum of 5 years.
- c. Contractor must have a permanent place of business from which the services specified herein are performed and/or supervised.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

d. Contractor must provide a minimum of three (3) references from local establishments to which you are providing service similar to that which you propose to provide Nassau Community College, each of which must contain the following information:

- 1) Names of the organizations Contractor serviced.
- 2) Names of the individuals of the serviced organization responsible for overseeing execution of the contract.
- 3) Title of each individual.
- 4) Phone number of each individual.
- 5) Address of each organization and location where services were performed, if different.
- 6) Total number of years Contractor has performed services for each organization.
- 7) Total annual amount for each contract for each organization.
- 8) Dates contracts were/are in effect.

Under special circumstances, the College reserves the rights to waive any of the above experience requirements (F. 6. a-d) if it is in the best interest of the College.

III. DELIVERABLE REQUIREMENTS

ACTION:	ON OR BEFORE:
Price Adjustments (subject to approval by the College)	Ten (10)-business days before adjustments take place
Hours of Operation Adjustments	Ten (10)-business days before adjustments take place
Weekly Menus and Promotions	Weekly
Site Specific Safety Plan (SSSP) and Illness Injury Prevention Program (IIPP)	Ten (10)-business days after contract Execution
Self-Inspections of Safety Operations (in presence of NCC, if desired by College)	Monthly
Financial and Operational Reports	One (1)-week

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

	Prior to “Quarterly Management Review Meetings”
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IV. PERIOD OF SERVICES

The proposed term for contract services will be ten (10) years with an initial minimum period of five (5) years commencing June 1, 2016 through May 31, 2021, and an additional five year extension to include a three (3) year extension and a two (2) one year extension to be exercised at the sole discretion of NCC.

V. COMPENSATION AND PAYMENT

Payment to the College by the Contractor will be in the form of a flat fee for each month of the contract. No commission payment based on a percentage will be accepted. Said fees will be paid to NCC on a monthly basis. The monthly payment shall be directed to the NCC Comptroller. The monthly fee is to be paid in advance on the first day of this contract and on the monthly anniversary day of this date for each month of the contract.

The Contractor will pay an annual lump-sum fee as indicated in his response, due by the first of each month to the College Comptroller. Proposers are to provide their proposed fees to the College in the following format:

Firm, annual, lump-sum fee payment for the first year of the contract and each subsequent year, payable in 12 monthly installments on the first of each month, to commence when the contract is executed.	First year	\$
	Second year	\$
	Third year	\$
	Fourth year	\$
	Fifth year	\$

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

APPENDIX A: SALES HISTORY (DOLLARS)

Year	General Food Service			Nathan's	Taco Bell	White Castle	Pizza Hut	Red Mango
	CCB	Cluster B	V Building					
2005	846,778	741,950	225,240	122,691	147,829	0	187,450	
2006	957,983	663,897	207,689	123,701	148,302	0	197,864	
2007	985,346	808,482	219,133	150,624	157,175	0	186,191	
2008	985,986	869,302	244,072	136,835	174,104	0	178,681	
2009	1,076,366	875,606	240,397	128,832	209,387	0	167,123	
2010	1,182,959	923,282	279,424	54,214	257,257	79,648	160,933	29,330
2011	1,203,509	950,326	279,346	0	261,604	100,413	175,894	101,797
2012	1,171,049	1,014,230	276,312	0	268,525	96,277	169,091	72,249
2013	1,189,849	1,105,587	288,758	0	266,159	71,941	169,247	44,488
2014	1,067,435	1,123,940	253,073	0	230,218	53,990	150,894	32,245

Catering		
2012	2013	2014
446,940	228,069	277,636

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

APPENDIX B (ACADEMIC CALENDAR)

ACADEMIC CALENDAR FALL 2015

AUGUST		
10	Monday	Last day to waitlist in-person by 4:30 p.m. or online by 5:00 p.m.
15	Friday	Application completion deadline for new, transfer, non-degree seeking, degree seeking & re-admit
18	Tuesday	Late registration fee begins
31	Monday	100% refund ends in-person by 7:00 p.m. or online by 11:59 p.m. Last day to register in-person by 7:00 p.m.
SEPTEMBER		
1	Tuesday	Day, Evening & Distance Education classes begin Late payment fee begins
4	Friday	Evening classes do not meet (classes beginning AFTER 5:01 p.m.) 75% refund ends in-person by close of business
5 6	Saturday Sunday	Classes do not meet Classes do not meet
7	Monday	Labor Day – COLLEGE HOLIDAY – offices closed 75% refund ends online by 11:59 p.m.
8	Tuesday	Day & Evening classes meet on a Monday schedule
Last day drop/add full & 1st half semester classes Last day drop 1st half semester classes without a W grade in-person by close of business or online by 11:59 p.m.		
11	Friday	Weekend College classes begin
14	Monday	Rosh Hashanah – classes do not meet 50% refund ends in-person by close of business or online by 11:59 p.m.
21	Monday	25% refund ends in-person by close of business or online by 11:59 p.m. Last day drop full semester classes without a W grade in-person by close of business or online by 11:59 p.m.
22	Tuesday	Evening classes do not meet (classes beginning AFTER 5:01 p.m.)
23	Wednesday	Yom Kippur – COLLEGE HOLIDAY – offices closed
29	Tuesday	Evening Activity Hour: 8:30 p.m. class will not meet; all other classes follow a regular schedule
OCTOBER		
1	Thursday	Immunization Records Submission Deadline
6	Tuesday	Tuition Payment Plan – second payment due
9	Friday	Last day automatic W 1st half semester classes
26	Monday	Deadline for Fall graduation application

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

		1st half semester classes end
27	Tuesday	2nd half semester classes begin Evening Activity Hour: 7:00 p.m. class will not meet; all other classes follow a regular schedule
28	Wednesday	Last day drop/add 2nd half semester classes
NOVEMBER		
2	Monday	Last day drop 2nd half semester classes without a W grade Transcripts available 1st half semester classes
3	Tuesday	Tuition Payment Plan – third and final payment due
6	Friday	Last day automatic W full semester classes
10	Tuesday	Day classes meet on a Wednesday schedule (classes beginning BEFORE or AT 5:00 p.m.)
11	Wednesday	Veterans' Day – COLLEGE HOLIDAY – offices closed
12	Thursday	Last day automatic W 2nd half semester classes
17	Tuesday	Evening Activity Hour: 5:30 p.m. classes will not meet; all other classes follow a regular schedule
23	Monday	Evening classes meet on a Wednesday schedule (classes beginning AFTER 5:01 p.m.)
25	Wednesday	Evening classes do not meet (classes beginning AFTER 5:01 p.m.)
26	Thursday	Thanksgiving – COLLEGE HOLIDAY – offices closed
27	Friday	Thanksgiving Recess – COLLEGE HOLIDAY – offices closed
28	Saturday	Classes do not meet
29	Sunday	Classes do not meet
DECEMBER		
10	Thursday	Evening classes must be extended by 5 minutes for final exams
16	Wednesday	Evening classes must be extended by 5 minutes for final exams
17	Thursday	Evening classes do not meet (classes beginning AFTER 5:01 p.m.)
20	Sunday	Weekend College classes end
21	Monday	Evening classes must be extended by 5 minutes for final exams
22	Tuesday	Evening classes must be extended by 5 minutes for final exams Day, Evening & Distance Education classes end
30	Wednesday	Transcripts available full & 2nd half semester classes

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

ACADEMIC CALENDAR SPRING 2016

JANUARY		
4	Monday	Late registration fee begins
7	Thursday	Last day to waitlist in-person by 4:30 p.m. or online by 5:00 p.m.
8	Friday	Application completion deadline for new & transfer degree seeking
15	Friday	100% refund ends in-person by 4:30 p.m.
18	Monday	Martin Luther King, Jr. – COLLEGE HOLIDAY – offices closed 100% refund ends online by 11:59 p.m.
19	Tuesday	Day, Evening & Distance Education classes begin; Late payment fee begins
22	Friday	Weekend College classes begin
25	Monday	75% refund ends in-person by 7:00 p.m. or online by 11:59 p.m. Full, 1st half semester & Distance Education classes last day drop/add 1st half semester classes last day for drop without a W grade in-person by 7:00 p.m. or online by 11:59 p.m.
FEBRUARY		
1	Monday	50% refund ends in-person by 7:00 p.m. or online by 11:59 p.m.
8	Monday	25% refund ends in-person by 4:30 p.m. or online by 11:59 p.m. Full semester & Distance Education classes last day for drop without a W grade in-person by 4:30 p.m. or online by 11:59 p.m.
9	Tuesday	Evening Activity Hour: 5:30 p.m. class will not meet; all other classes follow a regular schedule
12	Friday	Evening classes do not meet (classes beginning AFTER 5:01 p.m.)
13 – 18	Saturday – Thursday	Classes do not meet
15 16	Monday Tuesday	Presidents' Day – COLLEGE HOLIDAY – offices closed COLLEGE HOLIDAY – offices closed
19	Friday	Day classes do not meet Evening classes meet on a regular schedule (classes beginning AFTER 5:01 p.m.) Immunization Records submission deadline
23	Tuesday	Tuition Payment Plan – second payment

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

		due
29	Monday	Deadline for Spring graduation application
MARCH		
4	Friday	1st half semester classes last day automatic W
15	Tuesday	Evening Activity Hour: 7:00 p.m. class will not meet; all other classes follow a regular schedule
21 – 27	Monday – Sunday	Classes do not meet (21st – M#1 Makeup Day – if necessary, Day & Evening classes will meet; 22nd – M#3 Makeup Day – if necessary Day & Evening classes will meet)
25	Friday	Good Friday – COLLEGE HOLIDAY – offices closed
28	Monday	1st half semester classes end
29	Tuesday	2nd half semester classes begin; Tuition Payment Plan - third & final payment
30	Wednesday	2nd half semester classes last day drop/add
APRIL		
1	Friday	Full semester classes last day automatic W
4	Monday	2nd half semester classes last day for drop without a W grade; 1st half semester classes transcripts available
19	Tuesday	Evening Activity Hour: 8:30 p.m. classes will not meet; all other classes follow a regular schedule
22	Friday	Evening classes do not meet (classes beginning AFTER 5:01 p.m.)
23 24	Saturday Sunday	Passover – classes do not meet Classes do not meet
MAY		
3	Tuesday	Evening classes must be extended by 5 minutes for final exams
4	Wednesday	Evening classes must be extended by 5 minutes for final exams
5	Thursday	Evening classes must be extended by 5 minutes for final exams
6	Friday	2nd half semester classes last day automatic W
9	Monday	Evening classes must be extended by 5 minutes for final exams; Evening classes end
11	Wednesday	M#2 Makeup Day – if necessary Evening

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

		classes will meet
15	Sunday	Weekend College ends
16	Monday	Day & Distance Education classes end
17	Tuesday	M#2 Makeup Day – if necessary Day classes will meet
21	Saturday	M#1 Makeup Day – if necessary Weekend classes will meet

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

SECTION FOUR: COST PROPOSAL

COMPENSATION AND PAYMENT

Payment to the College by the Contractor will be in the form of a flat fee for each month of the contract. No commission payment based on a percentage will be accepted. Said fees will be paid to NCC on a monthly basis. The monthly payment shall be directed to the NCC Comptroller. The monthly fee is to be paid in advance on the first day of this contract and on the monthly anniversary day of this date for each month of the contract.

The Contractor will pay an annual lump-sum fee as indicated in his response, due by the first of each month to the College Comptroller. Proposers are to provide their proposed fees to the College in the following format:

Firm, annual, lump-sum fee payment for the first year of the contract and each subsequent year, payable in 12 monthly installments on the first of each month, to commence when the contract is executed.	First year	\$
	Second year	\$
	Third year	\$
	Fourth year	\$
	Fifth year	\$

ALTERNATE COMPENSATION AND PAYMENT

While the College has a strong preference for a flat fee compensation scheme described above we will consider an alternate compensation and payment methodology proposal. The College will only consider an alternate compensation and payment methodology proposal that meets the needs of the College. The College expressly reserves the right to select a compensation and payment method that, in its judgment is deemed most advantageous to the College.

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

SECTION FIVE: PROPOSER CERTIFICATION

Please attach a copy of this page to the proposal.

Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

Authorized Signature

Company's Legal name

Printed Name

Address

Title

City, State & Zip Code

Telephone Number

FAX Number

Email Address

FEDERAL TAXPAYER ID NUMBER

(This number will be in the format of xx-xxxxxxx or xxx-xx-xxxx) meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here)

REMITTANCE ADDRESS:

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

QUESTIONNAIRE

Name of Firm:

Address:

Phone No.: _____ Year Est.: _____

State whether: Corporation _____

Individual _____

Partnership _____

If a corporation or partnership, list name and addresses of officers or members:

President _____

Vice-President _____

Secretary _____

Treasurer _____

Number of full- time employees _____

Names of three additional account personnel:

Nassau Community College
Procurement Office
One Education Drive
Garden City, New York 11530-6793

RFP NUMBER: 020816-0202

Does your errors and omissions insurance include “consultant for fee” coverage? Yes_____No_____

Have you filed a Qualification Statement (or Questionnaire) with Nassau Community College? _____

If so, when_____

How many years has your firm been in business under your present business name?_____

Have you operated in this line of business under any other name?

If so, what name and when?

Do you presently operate in this line of business under any other name? _____

If so, what name and address?

Have you or your firm ever failed to complete any work awarded to you? _____

If so, where and why?

In what other line of business are you or your firm financially interested?

ATTACHMENT A

NASSAU COMMUNITY COLLEGE
of the County of Nassau, State of New York
One Education Drive
Garden City, New York 11530-6793

Requisition Number: _____
Resp. Ctr. / Obj. Code: _____

CONTRACT FOR SERVICES

THIS AGREEMENT, dated _____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) NASSAU COMMUNITY COLLEGE, having its principal office at One Education Drive, Garden City, New York 11530-6793 (the "College"), of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) _____, residing/having its principal Office at _____ (the "Contractor").

WITNESSETH:

WHEREAS, the College desires to hire the Contractor to perform the _____ services described in this Agreement; and

WHEREAS, the Contractor is willing and able to perform the within services for the College;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** This Agreement shall commence on _____, and terminate on _____, subject to extension or sooner termination as provided herein.
2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of the following (hereinafter referred to as the "Services"):
3. **Payment.** (a) In full consideration for the Services to be rendered by the Contractor to the College for the term of this Agreement, the Contractor will be paid at the following rates: _____. The parties acknowledge that the maximum amount of compensation for the services rendered by the Contractor during the term of this Agreement shall not exceed _____ (\$_____) (the "Maximum Amount"), unless amended to include additional funds for a continuation of services. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by contractor under this Agreement.

The Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the College's bill paying procedures, including submitting an invoice to the College Accounts Payable Department (Tower 6th Floor, One Education Drive, Garden City, NY 11530), which lists in sufficient detail the services rendered, the date(s) services were performed, and fees charged. By submitting an invoice, the Contractor certifies that all services were rendered as set forth on the invoice, that the fees charged are in accordance with this Contract for Services,

that the claim is just, true and correct, and actually due and owing and has not been previously claimed.

(b) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the College's receipt of the services that are the subject of the claim and no more frequently than once a month.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the College.

(d) Payments in connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the College did not desire to receive such services.

(e) Partial Payments are authorized.

4. **Independent Contractor.** The Contractor is an independent contractor of the College and County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself or herself out as a College or County employee or as having the authority to commit the College or County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default.** The Contractor is not in arrears to the College or County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the College or County, including any obligation to pay taxes to, or perform services for or on behalf of, the College or County.

6. **Compliance With Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices L and EE (*only applicable if over \$25,000 per year*) attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which may be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and to provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the College and/or County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the College and/or County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Assignment; Amendment; Subcontracting; Waiver. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the College President or his duly designated deputy. Any purported assignment, other disposal or modification without such prior written consent shall be null and void.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the College upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the College immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the College and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or

impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of Procurement (the "Director"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Director shall be given to the College Counsel of the College on the same day that notice is given to the Director.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the College (including those set forth in other provisions of this Agreement) to assist the College in transitioning the Contractor's responsibilities under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

10. **Indemnification; Defense; Cooperation.** (a) The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the College, the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the College or County.

(b) The Contractor shall, upon the County and/or College's demand and at the County and/or College's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the College in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.** (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and "Nassau Community

College” as additional insureds with “Nassau Community College” as certificate holder, and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County or College may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and College, and (ii) in form and substance acceptable to the County and College. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the College. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the College of the same and deliver to the College renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County or College reserves the right to consider this Agreement terminated as of the date of such failure.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years, complete and accurate records, documents, accounts and other evidence (“Records”) pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the College or County and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County or College upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the College Counsel for adjustment and the College shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor

shall send or deliver copies of the documents presented to the College Counsel under this Section to each of (i) the applicable Department Vice President and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the College Counsel. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County/College.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement, irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a College employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Procurement Department, to the attention of the Director at One Education Drive, Tower 4, Garden City, NY, (ii) if to the Office of General Counsel, to the attention of the College Counsel at the address specified above for the College, (iii) if to the Nassau County Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. **All Legal Provisions Deemed Included; Severability; Supremacy**. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all College approvals have been obtained, and (ii) this Agreement has been executed by the College President (as defined in this Agreement).

(b) **Availability of Funds.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated and encumbered.

Contract No. _____

IN WITNESS WHEREOF, the Contractor and the College have executed this Agreement as of the date first above written.

OFFICE OF THE COUNTY ATTORNEY

CONTRACTOR

By: _____

Signature: _____

Name: _____

Print Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

BUREAU OF REAL ESTATE & INSURANCE

DEPARTMENT VICE PRESIDENT (IF OVER \$5000.00)

By: _____

By: _____

Name: _____

Date: _____

Title: _____ Date: _____

ACTING PRESIDENT, NASSAU COMMUNITY COLLEGE

By: _____

Date: _____

Fund: By copy of this contract the Comptroller is authorized to encumber the following funds against the appropriation stated and for the periods indicated.

PERIOD COVERED		LINE NO.	DEPT.	RESP. CENTER	OBJ	REQ.ID	+ -	AMOUNT
FROM	TO							

Net Increase

Net Decrease

New Net Total \$ ____

I certify that this copy of the contract is a true and complete copy of this contract.

College Counsel

Date

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 201_ before me personally appeared KENNETH SAUNDERS, Acting President of Nassau Community College, the municipal corporation described herein, and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC _____

STATE OF NEW YORK)

)ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 201_ before me personally came _____
_____ to me personally known to be the person described in and who executed the same.

NOTARY PUBLIC _____

Appendix EE

Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination

of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules (“CPLR”).

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or

having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the “Law”), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,

or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 201_.

Notary