



REQUEST FOR PROPOSAL

06-23-001

Aurora Downtown Campus Café Services
18 S. River Street, Aurora, IL 60506

Proposals Due: Friday, July 14, 2023, at 1:00 p.m. Central
Preproposal Meeting: Wednesday, July 5, 2023, at 2:00 PM via Zoom

Submit Responses To: Waubonsee Community College
Purchasing, DKN 259
45783 State Route 47
Sugar Grove, IL 60554

Questions/Clarifications: **Direct all questions to the Purchasing Manager.** The College respectfully requests that respondents refrain from speaking with anyone at the college regarding this RFP. Direct questions via email to Purchasing@Waubonsee.edu

Firms intending to submit a response to this RFP should read this document in its entirety when planning to submit a proposal.

Forms To Be Returned with Proposal

- AUTHORIZATION FORM
- CERTIFICATIONS
- CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM
- STATE OF ILLINOIS BUSINESS ENTERPRISE INFORMATION FORM
- REFERENCES

Sugar Grove
Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554-9454
(630) 466-7900

Aurora Downtown
18 S. River St.
Aurora, IL 60506-4131
(630) 801-7900

Aurora Fox Valley
2060 Ogden Ave.
Aurora, IL 60504-7222
(630) 585-7900

Plano
100 Waubonsee Drive
Plano, IL 60545-2276
(630) 552-7900

TABLE OF CONTENTS

COLLEGE OVERVIEW..... 4

 All Campus Locations 4

GENERAL REQUIREMENTS 4

 RFP Schedule..... 4

 Preproposal Meeting 4

 General Information..... 7

 Basis of Award 8

 Confidentiality & Proposal Ownership 9

BACKGROUND AND SCOPE 9

 Summary..... 9

 Historical Information Summary 10

 Project Clarifications..... 10

 Qualifications of Vendors..... 10

 Acceptance, Negotiation and Award..... 11

 Compliance and Regulations..... 12

PROPOSAL REQUIREMENTS AND FORMAT 12

 A. Executive Summary..... 12

 B. Firm Information..... 13

 C. Authorization, Forms and Certification..... 13

 D. Proposed Food Program 13

 E. Labor Force - Management..... 14

 F. Labor Force – Hourly Employees..... 14

 G. Sanitation and Safety Practices..... 14

 H. Quality Control Programs 14

 I. Sustainability 15

 J. Marketing Plan 15

 K. Technology Integration..... 16

 L. Implementation Plan..... 16

 M. Renovation..... 16

 N. Financial Controls..... 16

 O. References..... 16

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

P. Additional Questions to be Answered.....	17
Q. Additional Documentation.....	17
OPERATIONS AND RESPONSIBILITIES.....	17
Responsibilities of the College.....	17
Responsibilities of the Vendor.....	18
Vendor Responsibility for Food and Service.....	20
Facilities and Equipment.....	21
Terms and Termination.....	23
Assignment.....	25
RFP AUTHORIZATION FORM.....	26
CERTIFICATIONS	27
CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM.....	28
Conflict of Interest Disclosure.....	28
Non-Collusion Statement.....	28
STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION	29
Appendix A - INSURANCE AND INDEMNITY REQUIREMENTS.....	30

COLLEGE OVERVIEW

Waubonsee Community College (Waubonsee) located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, Waubonsee is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. Waubonsee serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. To proactively address student and community needs, Waubonsee has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

All Campus Locations

Main Campus

Waubonsee Community College Sugar Grove Campus, 45783 State Route 47, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504

GENERAL REQUIREMENTS

RFP Schedule

- RFP Publication Date Tuesday, June 27, 2023
- Pre-Proposal Meeting Wednesday, July 5, 2023, at 2:00 PM via Zoom
- Closed to Questions Tuesday, July 11, 2023
- Final Addendum Issued Wednesday, July 12, 2023
- RFP Due Friday, July 14, 2023, at 1:00 PM
- Interviews TBD
- Recommendation of Award TBD

Preproposal Meeting

A virtual pre-proposal meeting will be held via Zoom to provide vendors with the opportunity to review the RFP and ask questions. Failure to attend does not relieve the Vendor of their duties required under this RFP.

The Aurora Downtown Campus, located at 18 S. River Street, Aurora, Illinois is open to the public during business hours. Vendors have the opportunity go to the campus and see the location for themselves. The Café is located on the first floor towards the south end of the building. A floor plan is

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

provided to show the location within building and a map providing parking locations.

Zoom Meeting Information:

Topic: Aurora Downtown Campus Cafe Preproposal meeting
Time: Jul 5, 2023, 02:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://waubonsee.zoom.us/j/96778352256?pwd=TmEvOWsvSlk4R3VSOUhja2Z2TUptUT09>

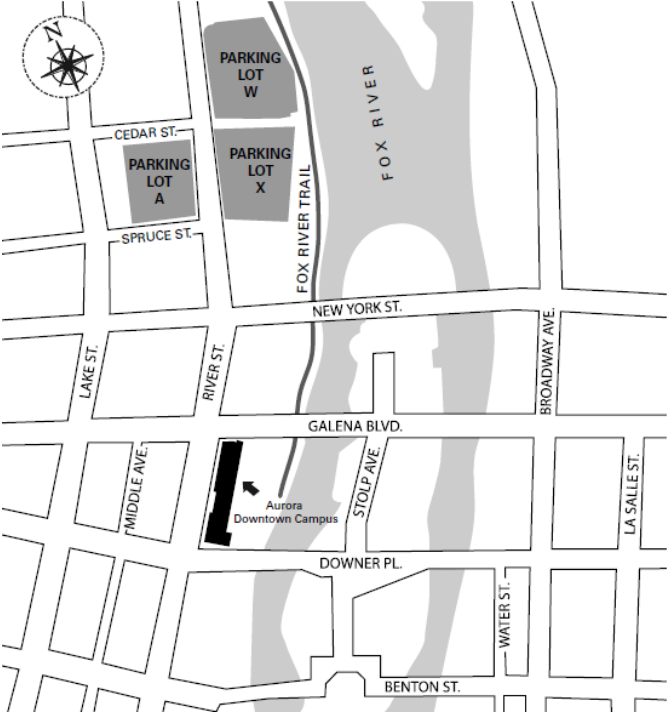
Meeting ID: 967 7835 2256
Passcode: bheQ69K+

Dial by your location
• +1 309 205 3325 US
• +1 312 626 6799 US (Chicago)

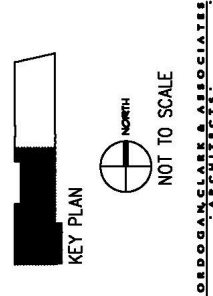
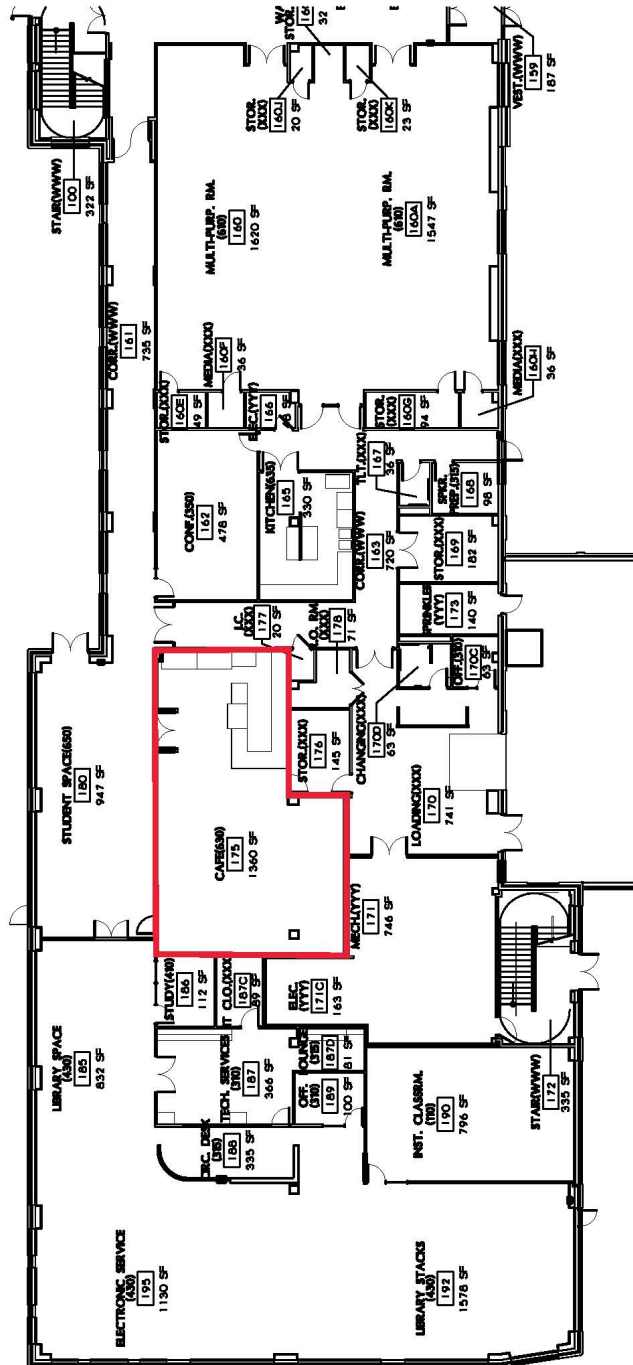
Meeting ID: 967 7835 2256
Passcode: 30537365

Join by Skype for Business
<https://waubonsee.zoom.us/skype/96778352256>

Location and Parking Map:



Aurora Downtown Campus First Floor Plan



CORBODGAN CLARK & ASSOCIATES
 ARCHITECTS
 600 WESTBURY AVENUE, AURORA, IL 60005

BUILDING GROSS SQ. FT. =
 130,941 GSF

FIRST FLOOR	= 32,865 GSF
SECOND FLOOR	= 32,712 GSF
THIRD FLOOR	= 32,704 GSF
FOURTH FLOOR	= 32,660 GSF

AURORA CAMPUS

FIRST FLOOR - PART A
 MAY 2018

General Information

1. RFP documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/businesses/purchasing/>.
2. **Proposals Shall Constitute an Offer.** A proposal submitted in response to this RFP shall constitute an offer of the Respondent. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP.
3. **RFP is not binding on Waubonsee.** This RFP is not a binding offer by Waubonsee and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with the college. Waubonsee reserves the right to negotiate the terms and conditions of any agreement that may result from this Request for Proposal process, including the terms set forth herein and in any proposal. Any future contract that may be awarded must comply with college procurement requirements.
4. The college reserves the right to reject or accept any or all responses, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract.
5. Respondents may not contact any college employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to purchasing@waubonsee.edu.
6. All questions will be responded to by addendum. Do not expect an immediate answer.
7. Late proposals may be rejected. It will be up to the determination of the college whether to accept a late submittal.
8. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
9. Awarded Respondent will be notified after award of orders.
10. Any proposal pricing submitted must be good for a period of ninety (90) days from the date of opening.
11. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
12. Each complete submitted proposal response shall consist of one (1) electronic copy using one of the following formats: Microsoft Word, Microsoft Excel, and/or Adobe PDF, and three (3) hard copies. The electronic copy of the proposal can be submitted via e-mail to purchasing@waubonsee.edu or with a thumb drive.
13. Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, including all attachments and work samples.
14. Responses are due no later than 1:00 PM., July 25, 2023. Respondents will be publicly identified. However, the contents of the proposals will not be divulged at the time of opening.
15. Respondents are responsible for checking the college's purchasing webpage for updates to the

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

RFP and will be required to acknowledge receipt of the addenda in the RFP response.

16. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.
17. The college may issue a purchase order upon award by the college's Board of Trustees or after a fully negotiated and executed contract is signed.
18. Invoices are paid monthly for work completed or as negotiated in the executed contract.
19. The college's payment terms are net 30 days.
20. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.

Basis of Award

Waubonsee Community College will evaluate each responsive proposal considering a variety of factors, which include, but are not limited to, the following:

- Proposed Food Program (Concepts & Services)
 - a. Menu
 - b. Hours of service and Labor Force Plan
 - c. Quality Control
 - d. Sustainability Program
 - Implementation Plan
 - Financial Controls and Pro Forma
 - Marketing Plan
 - Compensation and Capital Investment
 - Company References and Resources
 - Completeness of Proposal (conformance to specifications, responsiveness to objectives, etc.)
1. Waubonsee Community College reserves the right to determine the weight given to each of these qualifying variables. However, each one has a significant importance in the decision-making process. While financial incentives will be considered in evaluation, they will most certainly not be the deciding criteria. Value, service, quality and fair return are key considerations for the college.
 2. The college may invite one or more finalists to have key personnel who would be engaged in the provision of the services make presentation(s) and/or discuss the proposal. The college will not be liable for expenses incurred in attending this interview.
 3. At the college's discretion, the college may invite one or more finalists for a second interview. The college will not be liable for expenses incurred in attending this interview.
 4. The college will conduct contract negotiations with the firm whose proposal is deemed most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

Request for Proposal, the college has not committed itself to undertake the work set forth.

Confidentiality & Proposal Ownership

1. RFP Ownership: All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.
2. Public Records Act: all materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
3. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - a. A written notification specifically identifying information deemed to be proprietary in nature. Vendor must submit an acknowledgment statement indicating that the Vendor's company will defend, indemnify and hold the college harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment.
 - b. A statement that disclosure of such information will cause competitive harm to the Respondent.
4. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

BACKGROUND AND SCOPE

Summary

Waubonsee Community College (Waubonsee) invites a Request for Proposal for the management and operation of the Aurora Downtown Campus Café. The objective of this RFP is to secure a partnership agreement that will provide Waubonsee students, employees and guests with a food service operation that meets the highest standards in the industry and where food quality, manner of service, high satisfaction, and value to the consumer are the primary considerations. It will be up to the Vendor to provide the college with their solution and which food/beverage options could be provided (e.g., sandwiches, salads, breakfast items, sweets, pastries, hot and cold beverages, and other grab and go items).

The specifications outlined in this RFP are intended to preserve the integrity of the college's food service operation but not to restrict creativity or competition. The Vendor is expected to propose practical and innovative programs that increase community satisfaction and enhance the campus dining experience.

The Café was closed prior to March 2020 when the college closed its buildings due to Covid restrictions. The Café's service area has remained unused to this day. It is the college's intention to support the

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

awarded Vendor in meeting their needs to provide necessary equipment and refrigeration. The Vendor will be responsible for providing smaller appliances, such as a coffee brewer, espresso machine, air fryer, pizza oven, etc.

Historical Information Summary

The Aurora Downtown Campus Café area occupies approximately 1360 square feet. A section of the floor plan has been provided on the next page.

In fall of 2022, the average number of students per start time appears below. The busiest times are Monday – Thursday, 8:00 a.m. through 2:00 p.m. Prior Café sales information is currently unavailable as the Café closed prior to March 2020.

Start Time	U	M	T	W	R	F
08:00 AM		48		25		72
09:00 AM						
09:30 AM		111	143	137	143	
11:00 AM		112	155	112	111	22
12:30 PM		100	52	124	28	
02:00 PM		36		36		
04:00 PM						
05:00 PM		54	70		70	
06:00 PM			15		25	
06:30 PM		190	133	106	230	

Project Clarifications

1. At the virtual Pre-Proposal meeting, there will be an opportunity for each Vendor to ask questions or seek clarifications to this RFP.
2. If any Vendor submitting a proposal for this project is in doubt as to the true meaning of the specification or other documents or any part thereof, they shall request clarification from Purchasing. All questions must be submitted in writing to purchasing@waubonsee.edu.
3. No oral or telephone questions or clarifications shall be considered. No questions or clarifications shall be accepted for this proposal after the established deadline, to allow the college sufficient time to respond. All addenda shall become part of the proposal/Agreement documents. Waubonsee shall not be responsible for any explanation, interpretation or communication made that does not follow this procedure.

Qualifications of Vendors

1. Proposals shall be considered from responsible organizations or individuals currently engaged in the professional management and provision of retail food services. The Vendor must be ordinarily

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

engaged in the food service business and have sufficient experience and financial resources to provide the services specified in this proposal.

2. The Vendor shall have available adequate staff, expertise, experience, organization, and support personnel to perform this work within the period specified. They should be well recognized for their food service management capabilities and adequately demonstrate the capability and expertise necessary to cope with the requirements of the work to be performed.
3. The Vendor must submit with its proposal, references of at least three (3) successful operations, preferably within this region. Additional references may be included if available. Information provided must include names of persons to contact, with addresses and phone numbers, the size of the facility served (FTE students/employees), the number of food locations served, annual retail sales, annual catering sales, and other pertinent information which would aid in the determination of an experienced contractor.
4. The Vendor may be requested to submit, sufficient financial information, such as financial statements, Dun & Bradstreet Supplier Evaluation Report, etc., to allow the college to evaluate the financial condition of the Vendor and its ability to meet the responsibilities of the Agreement, upon request.

Acceptance, Negotiation and Award

1. The signing of these proposal forms shall be construed as acceptance of all provisions contained herein. Each Vendor by making their proposal represent that they have read and understand the proposal request and the specifications, and that they have visited the site and have familiarized themselves with the local conditions under which the services are to be performed, and that their proposal is based upon the resources required to perform the working its entirety.
2. Proposals from the Vendors should be submitted to Waubonsee Community College on the most favorable terms possible from the standpoint of cost and technical capability. Waubonsee Community College reserves the right to negotiate with any Vendor, accept other than the highest financial return proposal, to reject any or all proposals, and to waive any or all technicalities. Additional information may be requested while proposals are under consideration; however, there shall be no obligation on the part of the college to entertain additional information or presentations from any or all Vendors.
3. Waubonsee Community College intends to execute an Agreement with the Vendor whose proposal, in the sole judgment of the college, is most advantageous to the college. Upon selection of the Vendor, Waubonsee and the Vendor will enter into an Agreement for Retail Dining Services. The college will prepare the Agreement, which will incorporate all the specifications, requirements, terms, conditions, and provisions included in this Proposal and any additional elements of the Vendor's proposal response, which the college deems relevant for inclusion. The Vendor will be expected to properly and promptly execute this Agreement with the college.

Compliance and Regulations

1. Submissions under this Request for Proposal shall be for services at least equal to or exceeding the quality and performance characteristics stated herein. Failure to provide complete documentation of the project compliance with specifications required may result in rejection. The Vendor warrants that they are familiar with and shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulation and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, Worker's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. The Vendor will be responsible for all health department regulations, codes, fees and standards that apply to the service. If the Vendor is not sure what the standards are, additional information regarding Health Department requirements is available at <http://kanehealth.com/Pages/Food-Service.aspx>, 630-208-3801.
2. Vendor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination, and intimidation of employees. Any company or organization to be awarded an Agreement for services must follow all rules and regulations associated with the Fair Employment Practice Act, Federal E.E.O.C, Title VII of the Civil Rights Act, Americans with Disabilities Act and the Illinois Human Rights law. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification. No plea of misunderstanding or ignorance thereof will be considered.

PROPOSAL REQUIREMENTS AND FORMAT

The college is seeking innovative proposals that will enhance student, faculty and staff use of the services and intends to retain the most qualified Vendor relative to the skill levels and expertise required to provide the best possible food and service. Waubonsee Community College is most interested in getting to know more about the Vendor, its people at a headquarters, regional, and local level, and its ability to meet and maintain the college's specific requirements.

Each prospective Vendor shall answer the following questions or provide the information requested as part of its proposal response(s). If any Vendor feels that a specific section of the format is not applicable to their proposal, indicate such information by submitting "Not Applicable" as a response.

A. Executive Summary

Provide a concise summary of the Vendor's proposal which includes the scope of services proposed, major service options proposed, financial considerations, and the most important elements included in the Vendor's proposal. Indicate why you believe your firm would be the best candidate for operating the Café at the Aurora Downtown Campus.

B. Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Company name with address and telephone. Name of the principal(s) of the firm.
 - b. Name, telephone number, and email address of a representative of the firm authorized to discuss the proposal.**
 - c. Addresses of all offices of the firm. Identify the office which will fulfill this agreement.
 - d. Brief company description including corporate history, future plans, length of time in business, locations, and overview of services.
 - e. Overall qualifications, experience, and expertise in the foodservice industry, and customer service and support.
 - f. Experience and expertise in working with clients comparable to the college's demographics.
 - g. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.

C. Authorization, Forms and Certification

1. Submittal response must include a signed Authorization Form and all documents noted on the cover page.

D. Proposed Food Program

1. Describe the specific concepts being proposed.
 - a. Submit proposed hours of operation. Note the college is closed for holidays, and winter and spring break.
 - b. Submit a standard core menu with potential pricing denoting healthy, organic and/or vegetarian options.
 - c. Describe any service variations/programs for breakfast, lunch, dinner that you plan to implement.
 - d. Submit a description of proposed promotions, specials, theme meals and special event activities.
 - e. Submit a list of the proposed minimum level of food specification and quality standards to be utilized and maintained for the food service operation at the college.
 - f. Discuss how the use of in-house branded food products will be utilized to create a perception of quality and value.
 - g. Discuss plans for use of a web site and/or App as it applies to supporting retail operations.
2. **OPTIONAL SERVICES:** Waubensee is interested in finding out the Vendor's ability to provide catering and/or desktop delivery for staff and faculty at the Aurora Downtown Campus including online ordering and payment.

E. Labor Force - Management

1. Indicate the individuals that will be responsible for the handling of the college account. This will include the person's name, number of years with the company and years of experience in that line of work.
2. The college believes that Vendor's corporate leadership is critical to a successful relationship with Waubensee Community College. To that end, the college expects on-site management to be given the resources it needs by Vendor's corporate executives to ensure excellent service delivery. Vendor should respond as to how management will help ensure that the college's food service program maintains the highest industry standards relative to innovation, service and food quality.
3. Provide resumes for the management candidates you would propose. Information should describe experience, education, background, specific professional accomplishments, and any other special qualifications.

F. Labor Force – Hourly Employees

1. Provide an overview of your plan to adequately staff the retail and catering aspects of the program.
2. Provide a listing of the hourly positions proposed to operate the Café, identifying position title, number of each position, total number of staff, daily and weekly hours for each position.
3. Provide a brief description of the practices/ methods in place for hiring, training, and retaining foodservice employees in this type of account. Briefly outline the company's pay raise policy and employees criminal background check.
4. The college encourages the Vendor to employ as many students as feasible for all positions resulting from this contract. Describe your policies and practices on hiring students as part of your hiring program along with any internship programs that would be available.

G. Sanitation and Safety Practices

1. Briefly describe sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility.
2. Describe daily cleaning and maintenance policies, practices and/or programs.
3. Outline sanitation and safety inspection procedures for the retail operations at the facility.
 - a. Provide a sample copy of any checklist used during inspection.
 - b. Indicate the frequency of inspections and the individual(s) responsible for completing the inspections.

H. Quality Control Programs

1. Identify any formal quality control programs that are being used with appropriate literature and information outlining the purpose and status of each program.
 - a. Submit a brief description or a copy of your Quality Assurance program. Describe customer service policies and programs, including but not limited to training of complaints, complaint procedures, etc.

- b. The Vendor should explain and include examples of the system(s) it uses to evaluate customer tastes, preferences and overall satisfaction of services and sharing the results with college management.
- c. Discuss Vendor's plan to ensure sufficient customer service including low waiting times at stations and cash registers.

I. Sustainability

1. Describe your company's position and activities surrounding sustainable practices. Include the specific ways in which you propose to incorporate sustainable practices at the college.
2. Provide a detailed description/action plan of how the Vendor deals with recycling and the program it will implement on campus. This should include any specific programs that are inherent with any or all phases of the business.
3. Discuss the potential of offering food selections that support socially responsible fare such as locally produced, fair trade, organic, or vegetarian menu fare.
4. Discuss the potential of a program to offer for sale or as an incentive to patrons, a permanent cup and / or mug that is refillable at a reduced cost.
5. Describe any other sustainability efforts utilized by your company which may include eco-friendly products, compliance of environmental laws and fair-trade practice.

J. Marketing Plan

Each Vendor shall develop a marketing plan that will market the entire food service program to the various constituents within the college community. Since Waubensee is a 100% commuter campus, merchandising and advertising play a key role in attracting and retaining student business. The marketing plan will outline how the Vendor plans to increase sales and include ways to strengthen the price/value relationship of all food service activities.

The plan will use the following format:

1. Executive Summary - Presents a brief overview of the proposed plan for quick management skimming.
2. Objectives - Defines the goals the plan wants to reach in sales volume.
3. Opportunities Analysis - Identifies the main opportunities and issues facing the plan and the primary target markets.
4. Marketing Strategy - Presents the broad marketing approach that will be used to meet the plan's objectives.
5. Tactics – Identifies methods for effective promotion and communication to the target markets including dates and frequencies.
6. Controls - Indicates how the plan will be monitored to ensure that everything stays on track and measurements for success.

K. Technology Integration

Explain how and what technology you will be using on campus and what technology is available from your company (food delivery, ordering, inventory systems, business systems, menus, websites, apps, nutrition kiosk, etc.)

L. Implementation Plan

Each Vendor should develop a detailed implementation plan outlining their strategy for assuming management control and implementation of the food service program at the college. This plan should be accurate and "doable", and it is expected that the Vendor will adhere to the plan.

1. Include a schedule of events including dates and timing of those events.
2. Describe the credentials and experience of the team that would be assigned to this project.

M. Renovation

If the contractor should propose renovation and/or enhancement to the existing facility, please include a timeline for completion, estimated costs, and a discussion made to generate a profit and the contractor's desire and willingness to assume unamortized financing.

N. Financial Controls

1. Please provide information needed to demonstrate your company's systems and methodology for the following financial and control matters:
 - a. Methods of recording, verifying, and reporting cash and charge sales.
 - b. Defined system for cash handling, including the procedure(s) for holding funds overnight and transporting funds to the bank.
 - c. Fiscal year and accounting period's definition. In addition, you must provide a statement concerning your willingness and ability to supply financial data in accordance with the college's fiscal calendar (*July 1 thru June 30*).
2. The college is interested in knowing the level of detail that will be submitted with each monthly invoice.

O. References

1. Provide a list of three (3) comparable accounts where Vendor has food service contracts or operating agreements currently in effect, noting how those are similar in scope and complexity to Waubensee Community College. The reference information should include the name and location of the institution, enrollment or number of employees, service program description, annual retail sales, annual catering sales, dates of service, and a contact name and telephone number of an individual at the institution who has experience with the program.

P. Additional Questions to be Answered

1. What would you need from the college to complete this project? Identify all physical resource requirements that Waubonsee needs to provide.

Q. Additional Documentation

1. If you have one, provide a sample copy of your firm's contract for these services including all terms and conditions.
2. Firms may provide brochures, reports, or other information in support of this proposal as an attachment to the proposal in 8.5" x 11" format. Do not include oversized brochures or sales materials. Catalogs or brochures may not be submitted in lieu of responses to an item.
3. Discuss any topics not covered in this RFP that you would like to bring to the college's attention.

OPERATIONS AND RESPONSIBILITIES

Responsibilities of the College

1. The college will provide space for food service operations, to be used and operated by the Vendor for providing their food service program.
2. The college will provide, within reasonable terms and subject to its security requirements, adequate ingress, and egress for the employees of the Vendor and its suppliers and will permit such employees to have reasonable use of existing elevators, corridors, passageways, driveways, restroom/ locker areas, refuse collection areas, and loading platforms.
3. The college will maintain the Facilities in accordance with statutes, regulations, ordinances, directives and other rules of governmental bodies or agencies. All items furnished by the college for use in the Facilities shall remain the sole property of the college, and the college shall, at its sole cost and expense, maintain and make all necessary repairs or replacements to such Property excluding the initial inventory of small wares and equipment. The college shall always have ready access to the Facilities to inspect and ensure that the Facilities are being used in compliance with this Agreement.
4. The college shall be responsible for and assume the cost of all utilities reasonably required for the operation of the foodservice, including electricity, water, natural gas, heat, and air conditioning. The college shall not guarantee an uninterrupted supply of utilities, but it agrees to use its best efforts to restore service following any such interruption. The college shall not be liable for any loss, cost, damage, or expense, which may result from interruptions or failure of any such utility service.
5. The college will make improvements and alterations that it deems necessary or desirable to prepare the areas allocated for foodservice operations.
6. The college will repair, paint, redecorate, and maintain as it deems necessary the building structure in areas allocated to the Vendor's use, including the maintenance of water, steam, sewer and electric lines, electrical light fixtures, heating systems, floors and floor covers, the walls and ceilings, any windows and doors, hoods and fire extinguishers provided, however, that the Vendor

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

will bear the expense of repairs necessary when damage is caused by its employees' negligence or willful misconduct.

7. Periodic custodial maintenance of the Facilities shall be in accordance with the college's maintenance standards as dictated by the college's designated representative in conjunction with the office of Campus Operations and shall be at the expense of the college.
8. The college will be responsible for the cleaning of the following:
 - a. nightly cleaning of floors in all public dining areas
 - b. periodic cleaning of walls, windows, blinds, and ceilings in all public dining areas
 - c. semi-annual floor stripping and waxing in all dining and serving areas
 - d. vents, duct work, grease traps, fire extinguishers and hood systems in all kitchen areas
 - e. lamp fixture replacement in all areas as needed
9. The college shall provide extermination service in the kitchen, serving, dining, storage, and dishwashing areas, on a once per month basis. Additional services, if required, shall be at the Vendor's cost.
10. The college will provide, install, and permit the Vendor to use all existing equipment in the Cafe. Such items include refrigerator, ice maker, dishwasher, tables, chairs, etc. The college will maintain such equipment, if adequately notified, to have no less than 90% of all equipment working at one time. Vendor shall repair or replace any college owned equipment damaged or made inoperable by Vendor's neglect or abuse. This equipment shall remain the property of the college.
11. The college will provide hauling services for garbage and waste properly deposited in designated areas.
12. The college shall provide access to adequate dock facilities for shipping and receiving food service-related merchandise.
13. The college will provide Vendor with access to listings of special events and meetings for planning purposes as available through the college's scheduling system.
14. The administration and management of each dining unit for the college is the direct responsibility of the Director of Financial and Auxiliary Services or authorized representative. No adjustments in the level of service, hours of operation, menu or prices, or any other matters concerning the delivery of foodservice may be made without the express written consent of the Director of Financial and Auxiliary Services.
15. The college will not reimburse nor be liable in any way for dishonored checks that the Vendor may accept for customer purchases.
16. The college agrees to prohibit the sale of food, foodstuffs and related items by any individual or business organization other than approved vendors, which include the bookstore, vending machines, and student organizations for fundraising efforts. Additionally, special events or those situations may be reviewed and approved by the Director of Financial Auxiliary Services.

Responsibilities of the Vendor

1. The services to be provided under this Agreement are for the convenience of the college community. Patronage from other sources, which will interfere with that purpose, shall be regulated and/or prohibited by the college.

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

2. The Vendor shall provide standards of operation, management, and support services of the highest level in the institutional food service industry. The Vendor should understand that, while it is an independent contractor, their method of doing business and actions reflect on the college. It is for this reason, among others, that the college takes an active interest in how the food service program is operated. Vendor is responsible for having a staff member, certified in food safety and sanitation, available during operating hours.
3. The Vendor is responsible to repair or replace all of their own equipment. If there are damages to college provided kitchen equipment (e.g. sinks, ice machines) the Vendor is responsible for 50% of repair costs, up to \$8,000.00 on an annual basis.
4. The equipment and space provided by the college to the Vendor will be used only for foodservice and permitted related activities, as provided in this Agreement, unless the Director of Financial and Auxiliary Services gives express written permission for any other use. The space and equipment are to be exclusively used only for providing foodservice to the college students, employees, and guests, and for other functions for which the college has granted specific written approval. It shall be understood that the college may use the public dining areas in any facility for other purposes at the discretion of the college. Any changes in this policy must be approved by the college.
5. The Vendor shall provide, install, and maintain all the equipment specified within its proposal response to increase and maintain sales as well as meet the nutritional, sanitary and efficient operational standards specified within this contract. Vendor shall provide to the college a list of equipment provided under this agreement within 30 days after installation.
6. The Vendor is responsible for cleaning/sanitizing, mopping floors, and removing trash from the Café work area daily on days the Café is open. Vendor is responsible for cleaning of tables and removal of trash from the common dining area during hours of operation.
7. The operational hours shall be subject to negotiation between the food service Vendor and the College. All requests for changes in hours must be made in writing to the Director of Financial and Auxiliary Services and supported by appropriate rationale.
8. The Vendor shall operate in accordance with the college's operating calendar. The college is open twelve (12) months of the year except for the following holidays.
 - a. New Year's Eve Day
 - b. New Year's Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Holiday (Wednesday through Friday)
 - g. Christmas Eve Day
 - h. Christmas Day
 - i. Weekdays between Christmas and New Years

It shall be the Vendor's responsibility to confirm academic holidays in any given year.

Vendor Responsibility for Food and Service

1. The Vendor is expected to operate the dining and catering services to the satisfaction of students, faculty, support staff and administration. The college will have the right of supervision of the Café and of the total operation of the Vendor with respect to the quantity and quality of food served, the conduct of its employees, the method of service and the maintenance and sanitary condition of the premises. The college will have the right to make, from time-to-time, reasonable requests about all matters and the Vendor must agree to those requests. All authorized representatives of the college will always have the right of access to all portions of the premises. The college reserves the right to use the dining areas for other scheduled non-food service programs or activities.
2. The Vendor will procure, prepare, and serve high quality, nutritious, healthy, wholesome, attractive, and palatable food and beverages, which shall be professionally prepared and presented in accordance with Serve Safe standards.
3. Vendor shall review and revise menu offerings on a regular basis to provide food offerings desired by the students, employees, and community, including organic, vegetarian, and vegan food offerings.
4. No foods that are beyond the manufacturers/processors established expiration date or time will be served and/or sold. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.
5. The Vendor shall keep display and serving areas clean, orderly, and attractive.
6. The end of the serving period, both day and night, must be as quality-oriented to the consumer as the beginning of the serving period. This includes the number of entrees, sanitation, merchandising, temperature of food, and overall quality.
7. The Vendor will monitor customer satisfaction with the quality of food and service. The college has the option of conducting annual college-approved surveys of patrons to monitor changing needs of the population. Consistent negative results could be cause for contract termination.
8. The Vendor will, on a weekly basis, provide visual menus covering the food and beverages to be sold. This menu will be prominently posted in the dining service location, as well as other agreed-upon locations, and shall be made available to the campus via paper or electronic medium at least one (1) week prior to planned use.
9. The Vendor will staff the units with the optimum number of employees for the efficient operation of the dining facilities and provide the best possible service to college employees within the approved budgeted labor cost percentages. Any changes in staffing levels, dollars and/or labor hours will be subject to approval by the Director of Financial and Auxiliary Services.
10. The Vendor shall provide sales on a cash or credit card basis and be able to provide a register receipt for all transactions. The receipt shall identify specific items purchased, unit costs, tax, total cost and identify the Company name, unit location, and date.
11. The Vendor's management personnel will determine the specifications for food and other supplies to be used in the Program and must meet or exceed the food quality specifications initially proposed by the Vendor and approved by the college.

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

12. Vendor shall procure in its name and at its expense, all food and food supplies and conduct an inventory of all food products on a periodic basis to ensure that adequate supplies are always on hand to meet customers' demand, so uninterrupted delivery of menu items to patrons is achieved.
13. Vendor shall not use the credit of the college in any manner. Vendor shall not use the name of the college, except as, from time-to-time, specifically authorized in writing by the college through its designated representative.
14. Subject to the detailed provisions stated in this Agreement, these specifications, menus, recipes, the quality of food and service, the prices charged, the portions furnished, and all other phases of operations will be always subject to the review and approval of the Director of Financial and Auxiliary Services. Prices for all major food items are to be prominently posted in all the dining facilities.
15. The selling prices to be charged in the college's food outlets shall be reasonable and competitive with prices charged in comparable establishments for comparable products, similarly, prepared and of like quality and quantity. Vendor shall develop menus and pricing alternatives to meet the multiple levels of budget needs of customers. The Vendor shall also offer in its menu cycle a reasonable number of "value meals", "combos", "meal deals" or other types of discounted menu items.
16. All prices are to be reviewed at least annually with the Director of Financial and Auxiliary Services. All requests for price adjustments must be made in writing to the Director of Financial and Auxiliary Services at least thirty (30) days prior to the intended effective date and supported by appropriate documentation.
17. If it is necessary to raise prices, the Vendor must present pertinent evidence showing that food, labor, and other controllable cost adjustments justify such increase. Selling prices for the retail dining and catering operations shall remain unchanged and will be subject to negotiations for increase with Director of Financial and Auxiliary Services in writing.
18. The Vendor will be responsible for supporting supplies for its location. For example, the Vendor will need to provide napkins, utensils, containers, straws, and condiments for all applicable food locations.

Facilities and Equipment

1. Vendor will maintain the operation in accordance with all applied rules of local public health agencies, and Vendor shall be responsible for all damage to the Property and the Facilities caused by the negligent and intentional acts or omissions of its employees. Vendor shall be responsible for all repairs and maintenance of equipment owned by Vendor.
2. The Vendor shall have access to shared unloading facilities for the purpose of shipping and receiving foodstuffs and other merchandise associated with the operation of the dining and catering operations. The Vendor shall promptly remove and unload all materials received in the area and be responsible for the cleanliness of this space and adjoining hallways leading to the dining premises. Storage and delivery of merchandise to and from the dining premises will be at the Vendor's risk and expense.

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

3. The Vendor shall provide and install all necessary internal signage for the operation of dining services within the facilities of the program. All interior and exterior directional signage and locations shall be the responsibility of the college and provided solely at the discretion of the college. The Vendor shall not be allowed to install exterior signage of any type. The Vendor must obtain approval from the college for placement of any signage, lettering, or trade fixtures. Generally, all identification signage at food stations shall be contained within the station, except for menu boards.
4. The Vendor shall bear the costs of all expenses for any renovations, alterations, changes, or modifications initiated by the Vendor and shall not be reimbursed by the college at any time. Said changes shall have the prior written approval of the college's designated representative. No renovations, alterations, changes, or construction work may proceed until written approval is obtained from appropriate federal, state, and local officials, including plan review and approval by the Kane County Health Department.

The Vendor shall negotiate any temporary closing of the facility to accommodate any construction during facility renovation if applicable. Such temporary closings must be approved in advance by the college and may be allowed for a limited period during the summer months. However, the Vendor will be required to provide temporary foodservice offerings, approved by the college, during all temporary facility closings.

Vendors and subcontractors shall be aware that all renovations performed under any resulting agreement shall require payment of the prevailing rate of wages to all laborers, workmen, and mechanics engaged on the work site. Vendor shall be responsible to monitor revisions in the prevailing wage rates for the area and apply such revised rates to any work being performed. Rates are posted at the Illinois Department of Labor website at: www.state.il.us/agency/idol/rates/rates.HTM. Vendor shall submit certified payroll records to the Director of Financial and Auxiliary Services at the conclusion of each month to confirm the payment of prevailing wages.

5. Upon termination or expiration of the Agreement or any extension thereof, Vendor shall promptly cease operation, and shall return the facilities to the college in as good a condition and in the original physical configuration, as at the beginning of the agreement, less normal wear and tear or college approved alterations. In addition, the Vendor shall turn over all college owned Property and equipment to the college in its original condition, less normal wear and tear.
6. The Vendor shall be responsible for providing reasonable advance notice to the college of all needed repairs and maintenance of equipment owned by Vendor, and shall repair or replace retail service furniture, fixtures, equipment, supplies and facilities provided by Waubonsee Community College which are lost, damaged, or destroyed as a result of any act or omission of the food service contractor's employees, agent or subcontractors. All college owned equipment replacements shall be ordered by the college and only as authorized by a college purchase order. Any purchases not authorized by the college shall be at Vendor's expense.

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

7. The Vendor must consult with and obtain permission from the Director of Financial and Auxiliary Services prior to the disposition or declaration as surplus or removal of any equipment owned by the college. No college owned equipment shall be removed from the premises for any purpose other than repair.
8. The Vendor shall review the condition of all capital equipment owned by the college on an annual basis and identify any equipment in need of replacement on a 3-year planning cycle to allow the college sufficient opportunity to budget for such replacements.
9. After the execution of this Agreement and in any event prior to Vendor's rendering of any Services hereunder, Vendor will maintain the Facilities, including, without limitation the equipment in the in good, clean, and sanitary condition in accordance with Kane County Health Department standards.
10. The food service contractor shall provide all cleaning supplies, dishwasher compound, and detergents as may be required to fulfill food service contractor's cleaning and sanitation responsibilities under this proposal and these items shall meet industry standards and codes.
11. Summary of Cleaning Responsibilities - The parties' respective cleaning responsibilities for performing the following items are indicated below:
12. The Vendor shall develop, implement, and keep updated a detailed cleaning schedule. The schedule shall be implemented within thirty (30) days after the Effective Date of the Agreement. The college shall have sole authority to determine whether Vendor is satisfactorily complying with appropriate sanitation and cleaning standards.
13. The Vendor is responsible for notifying Waubensee Community College of deficiencies, which, under the terms of the agreement, Waubensee Community College is responsible for correcting. The Vendor shall correct all deficiencies that fall within its area of responsibility, as defined by the Agreement. All corrections shall be made within the time specified in the report. When all corrections have been made, the Vendor will send a copy of the written inspection report to the liaison or the Director of Financial and Auxiliary Services notifying said person of the corrections made.
14. The college may from time-to-time use food service areas for such purposes as registration, testing, student events, and other like functions. If the college uses the food service areas for such purposes, college shall, upon completion of use, promptly return the facilities to their condition prior to such use, at college's sole expense, except for normal wear and tear.

Terms and Termination

1. The parties hereto agree that the initial term of this Agreement shall be for a 10 month period, commencing on or about August 15, 2023. At the expiration of above stated term, this contract may be renewed at the mutual option of both the College and the Vendor for an additional three one-year periods to be renewed annually, provided that renewal negotiations shall be initiated by written request of either party no less than 180 days prior to the expiration date of the Agreement, and renewal terms agreed upon no less than 90 days prior to the expiration of the Agreement. There shall be no automatic renewals of this contract.

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

2. Either party may terminate this Agreement without cause or reason, provided the following procedure is followed:
 - a. Written notice must be given by the party terminating to the other party prior to the effective date of termination. The Vendor may terminate by giving not less than ninety (90) days prior notice to the college. Any termination date submitted by the Vendor must occur at the anniversary date of the Agreement, or at the end of an academic term. The college may terminate by giving not less than thirty (30) calendar days' notice to the Vendor.
 - b. Upon termination of this contract by the college, prior to the expiration date of this Agreement for whatever reason, the college may, but is not required to, purchase any usable existing inventory, food, foodstuff, or dietary supplies which shall be purchased from Vendor at actual invoiced cost.
 - c. Termination of this contract by Vendor, for whatever reason, does not obligate the college to buy back any inventory or investment made in the Facilities.
3. If after expiration of the Agreement, the operation of the Program is awarded to another company, or the college operates the Program, the college may, but is not required to, purchase any usable existing inventory, food, foodstuff, or dietary supplies which shall be purchased from Vendor at actual invoiced cost.
4. In the event Vendor breaches or fails to conduct or comply with any of the terms and conditions of the Agreement within thirty (30) days of written notification thereof, the college shall have the right to cancel and terminate the Agreement, without additional notice. In such case, at the college's option, Vendor may be required to continue operation until relieved by a subsequent operator chosen by the college, for a period a period of up to one hundred eighty (180) days after receipt of such written notice.
5. In addition to the periodic review of Vendor's performance and normal provisions for termination upon default of the Vendor, the college shall have the right to terminate the arrangement if for any reason the Vendor fails to provide continuous dining and catering service in any of the designated locations for two consecutive working days. Consistently unsatisfactory sanitation and quality audits as well as unresolved customer complaints will also be considered just cause for termination.
6. Notwithstanding anything to the contrary in Term and Termination, if the college becomes dissatisfied with Vendor's performance hereunder, the college shall give Vendor written notice detailing the college's dissatisfaction to give Vendor the opportunity to respond to and address the items listed in the notice. Within thirty (30) days after its receipt of such notice from the college, Vendor agrees to satisfactorily address, in writing, the problems stated in the notice as well as outline the steps it intends to take to correct or remedy any such problems and provide a definitive timetable for completion. Such notice shall be sent to the Director of Financial Auxiliary Services.
7. Upon termination of this Agreement for whatever reason, Vendor will surrender possession of the Facilities and the Property in as good condition and order as when received, ordinary wear, tear

REQUEST FOR PROPOSAL (RFP)
Aurora Downtown Campus Café Services
Friday, July 14, 2023, at 1:00 p.m. Central

and depreciation expected. At this time, the college and Vendor shall jointly conduct a physical inventory of all expendables, short life and long-term equipment and inspect the premises. Discrepancies shall be corrected at the Vendor's sole expense with any replacements being of comparable quality with items in the original inventory. Upon termination, all rights and obligations of the parties under this Agreement will immediately cease and terminate (except for compensation accrued and unpaid at the date of termination and the rights and obligations of both parties).

8. If Vendor fails to maintain and keep in force all insurance as required, this Agreement shall be cancelled and terminate immediately.
9. If Vendor fails to make timely payment of any commission fees, or any petition of bankruptcy shall be filed by or against Vendor, or if it shall be adjudged a bankrupt, or a receiver shall be appointed by any Court of competent jurisdiction, to take possession of this property, or if it shall make any assignments for the benefit of creditors, then this Agreement shall immediately cease, terminate, and expire; and the college shall have the right forthwith, by force or otherwise, to re-enter the premises, to have, repossess, and to enjoy without liability for damages, the facilities and all equipment and furniture contained therein, anything in this Agreement to the contrary notwithstanding.

Assignment

1. This Agreement and the rights and obligations of the parties hereto will be binding upon, and will be enforceable by the college and Vendor, and its lawful successors, representatives and assigns and shall be assignable by either the college or Vendor, only upon the prior written approval of the other party.
2. The parties agree that Vendor may, at its option, subcontract parts of the manual food service operation. However, the services provided by a sub-contractor shall be "invisible" to the college and Vendor will function as the sole contact for the Agreement and will be totally responsible for all aspects of any sub-contractor. All requirements of this Agreement pertaining to providing contractor information will also be required for any sub-contractor. The Vendor will be as fully responsible to the college for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Vendor. The Vendor shall not assign any portion of the service or products to be provided under the agreement without providing thirty (30) days prior written notice to the college.

RFP AUTHORIZATION FORM

All Respondents are required to complete and sign this form.

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION.

Name of Company

Address

City

State

Zip Code

Telephone Number

Fax Number

Authorized Signatory

Date

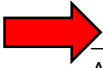
Print Name

Title

Email Address

Acknowledgement of Addenda (if any)

I acknowledge having received addenda # _____.



CERTIFICATIONS

All Respondents are required to complete and sign this form. Completed form must be returned with RFP no later than the advertised deadline. Failure to return this completed form may result in disqualification.

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Vendor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. Human Rights Act. To the extent required by law, Vendor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
3. Drug Free Workplace. To the extent required by law, Vendor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
4. Sexual Harassment Policy. Vendor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
5. Non-debarment. By executing this agreement Vendor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
6. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.
9. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

Authorized Signatory: _____ **Date:** _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Respondents are required to complete and sign this form. Completed form must be returned with Proposal no later than the advertised deadline Failure to return this completed form may result in disqualification.

Conflict of Interest Disclosure

Waubonsee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any proposal submitted. Contact in regards to this Proposal with any employee of Waubonsee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Respondent certifies that there is no known conflict of interest with any Waubonsee administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Company, and that the contents of this Proposal as to prices, terms or conditions of said RFP have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

The undersigned further affirms that this Proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Vendor shall provide the following information on the status of its business so that the College can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Identify Certified Business Status (___ MBE ___ WBE ___ DBE ___ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

Appendix A - INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Vendor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Vendor shall be at the risk of the Vendor exclusively. To the extent permitted by law, Vendor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Vendor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Comprehensive General Liability including Vendor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. **Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
 - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1 million each accident and covering any auto.
 - d. Umbrella Liability Insurance: Written in the amount of no less than \$2 million each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Vendor shall purchase and maintain property insurance for its material left at the job site. Vendor waives all rights of subrogation against Owner for loss of, or damage to, Vendor's work, tools, machinery, equipment, materials or supplies.

END OF DOCUMENT