

FOOD AND SNACK VENDING SERVICE OPERATIONS CONTRACT

THIS CONTRACT is made as of September 4, 2012 by and between Auxiliary Enterprise Board of New York City College of Technology, Inc. (the "Corporation"), a New York not-for-profit corporation located at 300 Jay Street, Howard Building, 11th Floor, Brooklyn, NY 11201 and organized for the purpose of providing certain services to and for the benefit of the community of New York City College of Technology ("College") of The City University of New York ("CUNY"), and MBJ Cafeteria Corp, a New York corporation with a principal place of business at 500 Grand Concourse, Bronx, NY 10451(the "Contractor").

WITNESSETH:

WHEREAS, Corporation issued a Request for Proposals ("RFP") for management and operation of certain food services on the College campus and related activities, as further described in Sections 5 and 6 of this Contract ("Food Service Operations");

WHEREAS, Contractor submitted a Proposal in response to the RFP and Corporation selected Contractor's Proposal; and

WHEREAS, the parties desire to enter into an agreement with respect to the performance of the Food Service Operations;

NOW THEREFORE, this Contract is entered into upon the following terms and conditions:

Section 1 - DEFINITIONS

When used in this Contract, the following words have the meanings set forth in this Section:

- 1.1 "**City**" means New York City.
- 1.2 "**Catering**" means providing food and/or beverages to members of the College community and their guests, at or to locations on the College campus, other than through regular retail meal service at Food Service Locations. Catering is not limited to events in which Contractor's Staff serves the food and/or beverages.
- 1.3 "**Days**" means calendar days unless otherwise specified.
- 1.4 "**Food Service Locations**" means those Food Service Operations locations listed on Appendix A.
- 1.5 "**Law**" means any law, statute, rule, regulation, ordinance and other pronouncement (including common law).

- 1.6 "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust or association.
- 1.7 "Proposal" means information, documents and samples provided by Contractor pursuant to the RFP.
- 1.8 "Staff" means a Person or Persons furnished by Contractor to perform the work of this Contract. Staff include Contractor's employees, partners, agents and representatives, as well as Persons engaged by Contractor as consultants, coordinators, independent contractors, subcontractors, franchisees or in any other capacity.
- 1.9 "State" means New York State.

Section 2 - GRANT OF LICENSE

- 2.1 **Rights.** Subject to the terms and conditions herein, Corporation hereby grants to Contractor, and Contractor accepts from Corporation, a license to manage and provide Food Service Operations at the College during the term of this Contract for the sole purpose of providing food and beverages to the College community and visitors to the College campus. The license is limited to the following:
 - 2.1.1 the exclusive right and responsibility to provide retail food service in the retail Food Service Locations;
 - 2.1.2 the exclusive right and responsibility to provide, operate, and maintain snack vending equipment for use by the College community, subject to Section 2.3 below; and
 - 2.1.3 the non-exclusive right to provide Catering.
- 2.2 **Exclusions and Exceptions.** Notwithstanding anything to the contrary in Section 2.1:
 - 2.2.1 This Contract does not include beverage vending machine operations.
 - 2.2.2 Contractor's rights under this Contract do not include the right to sell food and beverages in the College bookstore or, except for Catering, other locations not part of Food Service Locations.
 - 2.2.3 The College Student Government, the College Student Association, recognized College student organizations, and College classes studying food preparation, technique or related subjects have the right to conduct food demonstrations, sampling, bake sales and other temporary sales or distribution of food or beverages on the College campus.

2.2.4 The Corporation, the College and other organizations or groups affiliated with the College may occasionally use the Food Service Locations during the Contractor's non-operational hours.

2.3 Pouring Rights Contract. The Corporation is a party to an agreement with Coca-Cola Bottling Company of New York that governs the brands of non-alcoholic beverages sold at the College. The terms of this "pouring rights" contract take precedence over any conflicting terms in this Contract. Contractor must use only those products permitted by the pouring rights contract, or any successor to it, when providing Food Service Operations.

Section 3- TERM

3.1 The term of this Contract is Five (5) years beginning on September 4, 2012 and ending on September 3, 2017, unless terminated in accordance with the provisions of Section 15.

3.2 Corporation has two (2) successive two (2) year renewal options. Corporation will exercise each option if it is in its best interest. If Corporation elects to renew this Contract, it will send written notice to Contractor not less than 90 Days prior to the expiration date of this Contract or such renewal term. Failure to notify Contractor within this time period will not constitute a waiver of Corporation's option to renew. Each renewal will be on the same terms and conditions as stated in this Contract unless the parties enter into a written agreement specifically stating otherwise.

3.3 If Contractor provides performance security in the form of a performance bond (see Section 4), Contractor shall provide a new bond for each renewal term, if any, no later than 30 Days before commencement of the renewal term.

3.4 At Corporation's written request, Contractor must continue to provide Food Service Operations for a period of no more than six months beyond the termination of this Contract or any renewal term thereof on the same terms and conditions as stated in this Contract.

Section 4 – PERFORMANCE SECURITY

4.1 At the time of signing this Contract, Contractor must deposit with Corporation a certified check in the sum of \$12,500 to be held by Corporation, without liability for Corporation to pay interest on it, as security for the full, faithful and prompt performance of the terms and conditions of this Contract.

4.2 In lieu of delivering cash as a security, Contractor may deliver one of the following to Corporation:

4.2.1 an unconditional, irrevocable and transferable performance letter of credit issued for the account of Corporation by a New York Clearing House Association

member bank acceptable to Corporation, in form and content satisfactory to Corporation. The term of the letter of credit, as it may be extended, must not expire prior to the date that is 60 Days after the expiration of this Contract or renewal of it.

- 4.2.2 a Performance Bond in the form of Appendix G issued by a New York admitted carrier in the sum of \$75,000, which bond will guarantee faithful performance of the terms and conditions of this Contract, including any renewal of it.
- 4.3 In the event that Contractor defaults in respect to a material term or condition of this Contract, Corporation reserves the right to use, apply or retain the whole or any part of the security described in Sections 4.1 and 4.2 to the extent required for any sum to which Contractor is in default or for any sum which Corporation may expend or may be required to expend by reason of Contractor's default. In the event that Contractor fully and faithfully complies with the terms and conditions of this Contract, any security deposit will be returned to Contractor after the expiration or termination of this Contract.
- 4.4 Prior to beginning the work of the Capital Improvements and Furnishing Plan, Contractor must also provide Corporation with performance and payment bonds issued by a New York licensed carrier in the sum set forth in Section 5.15 below which will guarantee the faithful performance of Contractor's Capital Improvements and Furnishing Plan and payment for the labor and material used in conducting the work of the Plan.

Section 5- SCOPE OF SERVICES - GENERAL

- 5.1 **Schedule.** Contractor must provide Food Service Operations at no cost to Corporation or College on a year-round basis on such days and times as are set forth in Appendix B, or as otherwise required by Corporation. Contractor may not vary from the operational schedule set forth on Appendix B without the express written permission of Corporation. Corporation reserves the right to require Contractor to operate additional hours during exam periods, and on weekdays, weekends and holidays to accommodate special campus events.
- 5.2 **Staff.** Contractor must maintain at all times an experienced and qualified Staff in numbers sufficient to ensure efficient, hygienic and orderly performance of the Food Service Operations. Contractor's Staff must maintain proper standards of courtesy, service and professionalism in dealings with the College community.
- 5.2.1 Contractor must promptly remove and replace any Staff member that Corporation, in its sole judgment, deems to be unsatisfactory, subject to compliance with applicable legal requirements and any collective bargaining agreements to which Contractor may be a party.
- 5.2.2 Contractor must designate an experienced and capable individual to be on-site manager of Food Service Operations ("Manager").

- (A) The Manager will be responsible at all times for implementation of this Contract and must have the authority to resolve problems with regard to food quality, staff/customer relations, administrative issues and the like.
- (B) The Manager must have completed all appropriate and required training in food safety and sanitation per New York State and New York City requirements.
- (C) The Manager serves subject to approval by Corporation, and Corporation reserves the right to interview any person whom Contractor proposes as Manager. In the absence of the Manager, Contractor must designate an alternate Manager under the same terms and conditions. The intent of this provision is to give Corporation access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section is intended to preclude Corporation from discussing matters relating to this Contract with any other of Contractor's Staff.
- (D) The Manager must be available to Corporation and College during all Food Service Operations hours. Contractor must provide Corporation with the Manager's office telephone, facsimile, beeper and cell-phone numbers and e-mail address. Contractor must keep this information current at all times. The Manager must be accessible by telephone to the College's food services liaison or designee within 30 minutes of attempted contact during Food Service Operations hours.

5.2.3 Corporation reserves the right to designate certain time periods as "peak hours." Contractor must provide additional serving Staff as may be required during such peak hours.

5.2.4 Contractor must assign at least one Staff member with a current Food Protection Certificate issued by the NYC Department of Health and Mental Hygiene to each work shift. Contractor must submit copies of these certifications to Corporation.

5.2.5 Contractor's Staff must observe College rules, regulations and policies, as well as all applicable provisions of this Contract. Failure to do so is grounds for Corporation to require temporary or permanent removal of a Staff member from the College campus. Nothing in this Contract will be deemed to relieve Contractor from liability for any deficiencies in performance by Contractor's Staff.

5.2.6 Contractor's Staff must wear neat, clean and attractive uniforms appropriate to their positions while on duty. Contractor is responsible for all costs attendant to

providing, cleaning and replacing such uniforms. Contractor's Staff must wear visible nametags at all times during scheduled shifts.

- 5.2.7 When Contractor has part-time positions appropriate for students available, it must notify the College placement office and/or the College Hospitality Management Department. Contractor agrees to cooperate with the College in these placements.
- 5.2.8 Contractor must interview all members of the previous food service vendor's staff who are interested in working for Contractor.
- 5.2.9 Contractor must immediately notify the College and Corporation upon learning that a Staff member is carrying or has contracted an infectious disease.
- 5.3 Location.** Unless otherwise agreed by Corporation and College, retail food service and snack vending must be carried out in the Food Service Locations only. Contractor may not close any portion of the Food Service Locations without the express written permission of Corporation.
- 5.4 Menu.**
 - 5.4.1 Contractor must plan menu selections and portion sizes to enable customers to meet appropriate recommended dietary allowances set by the U.S. Department of Agriculture. In addition to popularity and cost factors, Contractor must plan menus to be appealing to the senses, and must take into consideration contrasts in color, shape, texture and flavor of food. Daily menus should reflect the needs, including tastes and dietary restrictions, of persons of various cultures, religions, medical conditions and personal beliefs, including those with kosher, halal, vegan, and vegetarian diets, and those with diabetes, and low-cholesterol and low-sodium needs. Contractor must provide meals meeting dietary restrictions in a setting that maximizes inclusiveness, and the quality of these meals must be equivalent to regular offerings.
 - 5.4.2 Contractor must not use trans fat for baking, frying, pan-frying, grilling, or as a spread.
 - 5.4.3 Corporation reserves the right to further restrict menu options based on College or CUNY policy or Law, and to approve future menu plans.
- 5.5 Quality.** Contractor must purchase, prepare, and supply fresh, high-quality food and beverages at no cost to Corporation. All food and beverages must be prepared in a sanitary manner, served at the appropriate temperature and consistency in an appetizing manner, in an adequate quantity, at reasonable prices and in compliance with applicable health codes and other Laws concerning food preparation and handling. All food must meet or exceed the following standards:

- 5.5.1 Whenever possible, Contractor must provide locally grown/produced meat, dairy, and produce and/or organic food in conjunction with a plan to remain ecologically sustainable.
- 5.5.2 All meat and meat products must be slaughtered, processed and manufactured in plants operated under a USDA Inspection program and bear the appropriate seal. All meat and meat products must be sound and sanitary on delivery.
- (A) No preservatives, tenderizers or coloring agents may be added to any fresh meat or fresh meat product. Imported fresh or frozen meat products are prohibited for any purposes.
 - (B) The minimum grading requirements for all graded cuts are as follows:
 - Beef, lamb, and veal shall be USDA Grade Choice.
 - Pork shall be USDA #1.
 - Poultry shall be USDA Grade "A". This grade applies to all fresh or frozen poultry products. However, in the interest of food safety, only frozen poultry products shall be used at the College.
 - Provisions or variety meats shall be USDA Grade #1.
- 5.5.3 Fresh fish and seafood must be top grade; frozen fish and seafood must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of the Interior.
- 5.5.4 Dairy products must meet minimum standards as follows:
- (A) Eggs - fresh USDA or state graded "A".
 - (B) Butter - USDA Grade "AA" (93) score.
 - (C) Cheese - USDA Grade "A" for all grated cheese.
 - (D) Milk and Milk products - USDA Grade "A".
- 5.5.5 Fresh fruits and vegetables, if graded, must be USDA Fancy to USDA Number "1".
- 5.5.6 Dry stored items and canned goods must be USDA Grade "A".
- 5.5.7 Frozen fruits and vegetables must be USDA Grade "A".
- 5.5.8 Rigorous serving standards must be upheld, including:

- (A) Hot food and beverages must not be served below 145 degrees Fahrenheit.
- (B) Cold food and beverages must not be served above 40 degrees Fahrenheit.

5.6 Pricing.

- 5.6.1 Prices for Food Service Operations shall be competitive with comparable menu items served by local commercial food operators.
- 5.6.2 Prices and portion sizes for representative retail food service and vended items are set forth in Appendix E. These prices and sizes shall serve as a guide for other items not listed and shall remain in effect for the first year of this Contract. Thereafter, the parties will review prices and portion sizes annually. Contractor may not change prices or portion sizes without the prior written consent of Corporation. Corporation will not be unreasonable in withholding approval of a change, subject to Contractor's presentation of documentation satisfactory to Corporation supporting the request, such as a competitive analysis of prices or portions in comparable operations in like institutions or reference to the Consumer Price Index, New York metro area, not seasonally adjusted, for food and beverages. If Corporation approves a price increase, Contractor must post the price increase at least two weeks in advance. Any approved increase must be put into effect during the period between the College's last summer session and the beginning of the fall semester.
- 5.6.3 Contractor and Corporation will jointly determine prices and portion sizes for new retail food service and vending items at the time of the introduction of such new items.
- 5.6.4 Prices for Catering will be established by mutual agreement between Contractor and the party ordering the Catering, subject to the Catering Guide (see Section 5.12.1).
- 5.7 Contractor Property.** Contractor must provide and install, at no cost to Corporation, all trade fixtures, machinery, equipment, furniture or other personal property not provided by Corporation or the College, and necessary to perform Food Service Operations (the "Contractor Property").
- 5.7.1 Any installation or relocation of Contractor Property (or Corporation Property, see below) must be approved by the College's Director of Campus Facilities.
- 5.7.2 With the exception of those items of Contractor Property that are included in the Capital Improvements and Furnishing Plan, Contractor Property will not become the property of Corporation or the College and may be removed, at any time and from time to time during the term of this Contract and any renewals. An initial inventory of Contractor Property (except that included in the Capital

Improvements and Furnishing Plan) is attached as Appendix C. Contractor must update this inventory at least annually.

5.8 Corporation Property. Attached as Appendix D is a list of all furniture, fixtures and equipment owned by the College and/or Corporation (the "Corporation Property") located in the Food Service Locations and/or provided for Contractor's use in Food Service Operations. The parties will review and update this list at least annually during the term of this Contract to assess the current condition of Corporation Property.

5.8.1 Corporation and the College make no implied or express warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose, with respect to the Corporation Property. However, Contractor shall have the benefit of any warranty or guarantee given Corporation or the College by the manufacturer or the seller of the property. Unless otherwise specifically agreed, all Corporation Property is supplied "as is."

5.8.2 College and/or Corporation will retain title to the Corporation Property.

5.8.3 Contractor must not remove Corporation Property from the Food Service Locations. Upon termination or expiration of this Contract, Contractor must return Corporation Property in the same condition as received, reasonable wear and tear excepted.

5.9 Supplies. Contractor must provide at no cost to Corporation all supplies necessary for Food Service Operations, including but not limited to display, specialty equipment and overhead lighting bulbs, paper goods (subject to sustainability requirements in Section 5.16), cleaning products and other expendables, in sufficient quantities and of appropriate quality to ensure proper food preparation and handling and efficient Food Service Operations.

5.10 Postings. Contractor must conspicuously and clearly post daily menus and prices.

5.11 Housekeeping and Maintenance.

5.11.1 Contractor must keep the Food Service Locations as well as all furnishings, fixtures and equipment therein in a clean, neat, safe and sanitary condition, consistent with applicable Law. The requirements listed below are minima and are not intended to replace any stricter requirements mandated by government agencies with jurisdiction. Without limitation, Contractor must:

- (A) daily clean and sanitize all surfaces and equipment used in preparing, serving and consuming food in Food Service Locations, including but not limited to floors, tables, chairs, and food preparation and bussing areas. Contractor must include at least

once daily wet mopping and sanitizing of all floors in food preparation areas, and other floor areas as required;

- (B) spot-mop spills during hours of service;
- (C) clear trays, dishes, eating utensils and trash from retail food service locations and adjoining locations. The fact that some locations may be designated as self-bussing areas does not in any way limit Contractor's duty to maintain such locations in a clean, neat, safe and sanitary condition during hours of service;
- (D) clean interior windows six times a year;
- (E) subcontract College's vendor for cleaning grease traps monthly, or more often if the need arises. Contractor shall properly dispose of grease and oil in accordance with New York City Department of Environmental Protection requirements and any other applicable Law;
- (F) provide or subcontract for steam cleaning of all equipment used in carrying out Food Service Operations and the loading dock every six months, or when deemed necessary by the College, not to exceed six times per year; and
- (G) routinely inspect and relamp all retail Food Service Locations.

5.11.2 Contractor must:

- (A) comply with all applicable Laws regarding rubbish and recycling;
- (B) provide and maintain a sufficient number of appropriate receptacles, with liners (3 Mil or approved equal), for disposal of rubbish related to Food Service Operations, including receptacles for customer recycling of cafeteria rubbish. Receptacles should be placed in areas highly visible to customers;
- (C) provide or subcontract for carting and disposal services for rubbish and recycled materials. Such services shall be subject to approval by the College; and
- (D) remove rubbish from College campus no less than three times a week.

5.11.3 Contractor must, in consultation with the appropriate College facilities officer, maintain all components of the kitchen ventilation and duct system and other fire prevention equipment in the Food Service Locations in compliance with NYC Fire Department standards:

- (A) Maintenance shall include, but not be limited to, quarterly cleaning of the hoods, filters and ducts by an independent contractor approved by the College, and semi-annual inspection of the fire suppression system by a NYC Fire Department-certified inspection company.
- (B) Contractor must perform monthly "quick-check" inspections of portable fire extinguishers in the Food Service Locations and no less than annually have the extinguishers inspected and maintained and/or recharged as necessary by a NYC Fire Department-certified fire extinguisher servicing company approved by the College.
- (C) Contractor must provide Corporation with appropriate certification within five (5) Days of the cleaning and inspections required by this subsection.

5.11.4 Contractor must coordinate time and routing of deliveries with Corporation and College.

5.11.5 Contractor must use and maintain all cleaning agents in compliance with all applicable Laws.

5.11.6 Inspections.

- (A) In the event that governmental authorities (including but not limited to NYC Department of Health and Fire Department) arrive for an inspection of any Food Service Operation, the College must be notified and, whenever practical, will be present for the inspection. On the day Contractor receives a report of any such inspection, Contractor must promptly furnish to Corporation a legible copy of the report. Contractor shall correct all reported deficiencies and remove violations within 24 hours. Contractor is liable for the payment of any fine or penalty assessed by a governmental authority for any violation of health, sanitation or safety Law in the provision of Food Service Operations.
- (B) Corporation and the College reserve the right to periodically conduct, and/or contract third parties to periodically conduct on behalf of the Corporation or College, unannounced inspections of Food Service Operations with or without Contractor.
- (C) If Corporation or College requires a higher standard of sanitation or safety than is required by Law, then the higher standard will prevail.
- (D) Contractor must correct conditions unsatisfactory to Corporation or College within 24 hours of any request from Corporation or College.

Any extension of time or other modification requested by Contractor will be granted only if made in writing within such 24 hours, citing the reasonable grounds for such request and the reasonable time of the extension requested or reasonable modification requested, with such documentary support as may be appropriate.

Corporation's decision will be final, conclusive and binding.

5.11.7 Contractor must maintain, repair and protect Corporation Property and Contractor Property, including but not limited to obtaining and paying for the cost of preventive maintenance and repairs including repairs to tables, chairs, shades, trash receptacles, cooking equipment, cold boxes, ovens and refrigerators. Contractor must obtain prior written approval from Corporation before servicing or repairing Corporation Property.

5.11.8 Corporation will provide extermination services to the Food Service Locations.

5.11.9 Corporation reserves the right to charge Contractor for any cleaning or maintenance activities performed or contracted by Corporation or College in connection with Food Service Operations as a result of Contractor's failure to meet its obligations pursuant to this Section 5.11.

5.12 Catering

5.12.1 Contractor must develop and make available to College offices, departments and groups (including student organizations) by August 1 each year a Catering Guide with menus, prices, portions, and policies. Contractor is responsible for the cost, production and distribution of this Guide.

5.12.2 College departments, offices and organizations choosing to use Contractor for Catering College events will submit requests to Contractor on a form approved by Corporation. Contractor must work directly with College personnel concerning catering menus and prices.

5.12.3 In the event that an outside food services provider is selected to Cater any College event, the outside provider will not be permitted to utilize Food Service Locations for food preparation purposes without Contractor's permission and will be responsible for clean-up operations.

5.12.4 In connection with each event Catered by Contractor pursuant to this Contract at which alcoholic beverages will be served, Contractor must, at its own cost and expense, secure and maintain a caterer's permit issued by the New York State Liquor Authority to serve alcoholic beverages at such event.

5.12.5 Contractor must procure liquor liability coverage in Contractor's name and naming Auxilliary Enterprise Board of New York City College of Technology, New York City College of Technology, The City University of New York, The Dormitory Authority of the State of New York, and the State and City of New York as

additional insureds. This coverage must protect the above-named entities and Contractor from claims for property damage and/or bodily injury that may arise by reason of manufacturing, distributing, selling, serving or giving alcoholic beverages to the public. This insurance must be in an amount not less than \$1,000,000 per occurrence combined single limit. Contractor must provide Corporation with a copy of the insurance certificate before beginning alcoholic beverage service.

5.12.6 Alcoholic beverage service must be limited to areas approved by Corporation with service only to faculty, staff, students and guests of the College over 21 years of age.

5.12.7 Contractor, and this Contract, are subject to any campus-wide alcoholic beverage policy.

5.13 Improper Use. Contractor may not use Food Service Locations in connection with operations unrelated to the College.

5.14 Meetings. Contractor and representatives of Corporation and/or College will meet from time to time to discuss administration of this Contract, evaluation of Food Service Operations and such other matters as may arise. See also Section 7.8.

5.15 Capital Improvement and Furnishing Plan. Contractor must invest \$100,000 (the "Minimum Plan Amount") in capital improvements and furnishings for the Food Service Locations ("Capital Improvement and Furnishing Plan") The Capital Improvement and Furnishing Plan shall not include any start-up, training or marketing costs, or any costs for "small wares," nor shall it include (except as permitted in Section 5.14.1 below) any expenditures for the housekeeping and maintenance obligations pursuant to Section 5.11.

5.15.1 Expenses that increase the economic life or productivity or improve the useful life of an existing capital asset ("Equipment Upgrades") may be included in the Capital Improvement and Furnishing Plan. Neither repairs of assets that maintain the asset at its current condition nor repairs of damage to assets attributable to normal wear and tear may be included in the Capital Improvement and Furnishing Plan.

5.15.2 Within 30 Days of its signing of this Contract or such later period agreed by Corporation, Contractor must provide full particulars of the Capital Improvement and Furnishing Plan included in its Proposal, including detailed drawings, samples of materials and prices, a detailed project budget and a proposed schedule for completion of the work. All work must conform to any and all construction restrictions and exigencies imposed by CUNY and/or the Dormitory Authority of the State of New York. All work must be in strict compliance with City and State building codes and restrictions and must meet ADA requirements.

- 5.15.3 Contractor may not begin the work of the Capital Improvement and Furnishing Plan prior to its written approval by Corporation and College. Following approval by Corporation and College, Contractor must complete the Plan pursuant to the approved schedule.
- 5.15.4 Contractor must submit to Corporation for its written approval all proposed expenditures under the Capital Improvement and Furnishing Plan prior to committing to such expenditures.
- 5.15.5 Upon or before conclusion of the work of the Capital Improvement and Furnishing Plan, Contractor must submit to Corporation detailed and readily verifiable invoices showing Contractor's expenditure of the Minimum Plan Amount set forth above. In the event that the submitted cost of the Plan work is less than the Minimum Plan Amount, the difference will be immediately payable to Corporation. At the discretion of Corporation, Contractor may be required to make additional capital improvements in lieu of such payment.
- 5.15.6 Upon expiration or termination of this Contract, title to all improvements made to the Food Service Locations pursuant to the Capital Improvement and Furnishing Plan, including furnishings and fixtures, will transfer to Corporation or College, free of liens.
- 5.15.7 Contractor shall amortize the Minimum Plan Amount over a 5-year period beginning with the commencement date of this Contract. If Corporation terminates this Contract without cause prior to the expiration of the 5-year amortization period, Corporation will reimburse Contractor for the unamortized portion of the capital investment, principal only, excluding any interest, finance charges or other surcharges. Contractor is not entitled to this reimbursement if Contractor terminates this Contract without cause or if Corporation terminates this Contract with cause.
- 5.15.8 Contractor must obtain Corporation's prior written approval to make any changes to the Food Service Locations not described in the Capital Improvement and Furnishing Plan, including attaching Contractor Property to Food Service Locations.
- 5.16 Sustainability.** Contractor acknowledges that in June 2007 CUNY's Chancellor Goldstein accepted Mayor Bloomberg's challenge to the City's colleges and universities to reduce their greenhouse gas emissions 30% by 2017, and that CUNY is committed to incorporating sustainability into the fabric of the University. Contractor further acknowledges that on April 24, 2008, Governor Paterson issued Executive Order Four that requires CUNY to develop and implement a Sustainability and Environmental Stewardship Program that is designed to reduce the environmental impact of the activities and operations of the University. Contractor agrees to assist CUNY in achieving its sustainability goals

by carrying out the activities described below, as well as through such other activities and programs that the Contractor may implement and as further described in Contractor's Proposal:

- 5.16.1 Contractor will purchase goods and services for Food Service Operations locally and use organic products, whenever possible. "Locally" is defined as within a 50-100 mile radius of Manhattan. Contractor will also use local distributors whenever possible. Contractor commits that during the first year of this Contract at least 40% of all food products used in connection with Food Service Operations will be locally grown or manufactured, and that this shall increase to at least 50% during the next four years of the Contract.
- 5.16.2 Contractor will use only bio conscious cleansers such as Eco-Lab brand that meet Green Seal, Inc. or equivalent environmental standards.
- 5.16.3 Contractor will not use Styrofoam cups, plates or other products in Food Service Operations.
- 5.16.4 Contractor will provide recycling bins throughout the College dining facilities and will recycle glass, plastic, paper and metal from Food Service Operations consistent with New York City laws and a Corporation and College-approved recycling plan (see also Section 5.11.2).
- 5.16.5 Contractor will use napkins and other paper goods made of 100% post-consumer recycled products, use serving containers that coordinate with serving portions and minimize use of take-out packaging and use daily preparation charts to prevent unnecessary waste.
- 5.16.6 Contractor will recycle used cooking oil generated by Food Service Operations for conversion into bio-diesel.
- 5.16.7 In general, whenever possible, Contractor will monitor waste, monitor consumption, reduce multiple chemical uses, limit excess use of electricity, use biodegradable packaging, work with vendors to limit the amount of deliveries, and incorporate LEED practices.
- 5.16.8 All new equipment purchased by Contractor for use in Food Service Operations, will be energy efficiency rated.
- 5.16.9 Contractor will promote and sell travel coffee mugs with a logo approved by Corporation and College.
- 5.16.10 Contractor will enact a "tray less" food service program and promote minimal supply product usage in all dining operations

- 5.16.11 Contractor will work with its waste management contractor to develop specific and measureable programs for composting, recycling and landfill reduction.
- 5.16.12 Contractor will work with the relevant College constituencies regarding sustainability issues, including the College's Sustainability Council, the Department of Environmental Health and Safety, and Student Government.
- 5.16.13 Every six months, or as otherwise requested, Contractor will provide to the Sustainability Council an oral report supported by appropriate documentation describing Contractor's sustainability practices at the College and its progress toward meeting the goals set forth in this Section 5.16.

Section 6 – SCOPE OF SERVICES – SNACK VENDING

6.1 Number.

- 6.1.1 Contractor must provide no less than 20 snack vending machines (collectively, the "Machines") at the locations listed on Appendix A and/or other high traffic locations of the College campus mutually agreed with Corporation.
- 6.1.2 Contractor must not add to, nor delete from, the number of Machines without the prior written approval of Corporation.

6.2 Quality. The general Machine specifications included in Section 6.3 below are minima. Nothing in this Contract will be deemed a bar to Contractor's provision of Machines or vending services of a higher quality.

6.3 General Machine Specifications.

- 6.3.1 At the time of installation, each Machine must be factory new, heavy duty commercial and among the latest models available.
- 6.3.2 Each Machine must be installed with a non-resettable counter that correctly identifies the number of products dispensed and the amount of revenue received.
- 6.3.3 Each Machine must accept coins and dollar bills and make change. Coin and bill acceptors and changers must be Mars Electronics, Coinco® or approved equal.
- 6.3.4 Machines must have the capacity to be converted at no cost to Corporation or College to accept "smart cards" and/or debit cards, should the College adopt such a program.
- 6.3.5 When three or more Machines are placed together in one location, Machines must be compatible in terms of decor. Machines must be the same height to give

uniformity of appearance, except as otherwise mutually agreed by Corporation and Contractor.

6.3.6 Machines must be user-friendly and EnergyStar qualified.

6.3.7 Each Machine must be marked with a prominent decal, sticker or other signage identifying the Machine by number and giving the name and address of Contractor and a toll-free service and complaint number(s).

6.4 Products.

6.4.1 Snack Machines must provide a variety of candy, gum, bagged snacks, cookies and crackers that do not require refrigeration (with the exception of Machines that vend ice cream).

6.4.2 Subject to Corporation's approval, Contractor may provide Machines selling food products in addition to those described in Sections 6.4.1.

6.4.3 Each product furnished must be a recognized name brand approved by Corporation.

6.4.4 Contractor must supply high quality, fresh merchandise. All products must comply with all applicable USDA and FDA regulations and standards. Products must be replaced with fresh product on or before the freshness expiration date stamped on the package.

6.4.5 All product containers must comply with applicable labeling Laws.

6.4.6 Both healthier and standard fare must be offered such that the ratio of healthier (e.g., lower in fat, salt, sugar and calories) to less healthy products is 1 to 1 in any setting where two are more Machines are found.

6.5 Ownership. All Machines, together with the contents thereof will be the property of Contractor.

6.6 Installation.

6.6.1 Contractor must coordinate the installation of its equipment with the removal of equipment by the outgoing contractor to ensure a minimum period of time without service.

6.6.2 Corporation reserves the right to inspect and approve all Machines prior to installation at the College.

6.6.3 Unless otherwise agreed by the parties, Contractor must deliver and install the Machines within 30 Days following the effective date of this Contract.

6.6.4 At the reasonable request of Corporation or College and at no expenses to either of them, Contractor must move a Machine or Machines within 48 hours of such request.

6.7 Stocking.

6.7.1 Contractor must keep Machines well stocked and fully operational at all times.

6.7.2 Time and routing of all deliveries of supplies must be coordinated with Corporation so as not to interfere with normal College operations.

6.8 Service.

6.8.1 Contractor must, at its own expense, ensure that the Machines are maintained in good working order and that repairs are promptly made.

6.8.2 Contractor must establish and abide by a preventative maintenance program for all Machines.

6.8.3 Contractor must maintain a 24-hour service hot-line, including weekends and holidays, for Corporation and College staff use.

6.8.4 Contractor must ensure that service personnel arrive to service Machines within four hours of placement of a service call. Contractor must maintain a log of all service calls received and the disposition of each. This log must be available for Corporation's review.

6.8.5 Contractor must replace any Machine that:

- (A) cannot be returned to full service within 72 hours of the Corporation's or College's first service call;
- (B) has frequently recurring maintenance and/or mechanical problems; (For purposes of this section "frequently recurring" means prompting six or more service calls within 30 Days.)
- (C) is reaching its rated service life.

Any replacement Machine must be of equal or superior quality to the Machine originally installed.

6.8.6 Contractor must keep all Machines clean, sanitary and visually appealing by cleaning exterior surfaces at least once per week. Contractor must promptly remove any refuse caused by the stocking and maintenance of the Machines, and in the circumstances of Contractor's failure to do so, Contractor agrees to

pay Corporation all costs for such removal. Corporation will provide for normal custodial service around the Machines, however Contractor is responsible for areas in, under and behind all Machines. Contractor's route personnel must clean floor spillage that occurs in the process of filling or cleaning Machines.

6.9 Collection of Monies; Refunds

- 6.9.1 Contractor must take meter readings and collect money from the Machines at least twice a week when classes are in session, and once a week during class breaks. Meter readings and money collection must take place during normal business hours, 9:00 am to 5:00 pm, Monday through Friday. Corporation reserves the right to have a representative present during meter readings and collections.
- 6.9.2 Contractor must conspicuously display its refund policy at each vending location, including a toll-free number to request a refund. Contractor's refund policy is subject to Corporation's continuing approval. Refunds must be deducted from the appropriate gross sales item category, prior to the computation of sales tax and commissions due Corporation. The total amount of refunds must be shown on the monthly financial report to Corporation.

Section 7- COMMISSIONS, PAYMENT AND ACCOUNTING MATTERS

7.1 Commissions and Other Support. In consideration of the rights granted to Contractor by Corporation under this Contract, Contractor agrees to make the below payments to Corporation. For each Contract year, Contractor shall pay the greater of the Guaranteed Minimum, on the one hand, and the commission amounts from retail food sales, Catering and vending, on the other hand.

	Guaranteed Minimum	Commission % on Gross Sales from retail food sales and Catering	Commission % on Gross Sales from vending
Year 1	\$75,000	8%	10%
Year 2	\$85,000	8%	10%
Year 3	\$95,000	8%	10%
Year 4	\$105,000	10%	10%
Year 5	\$115,000	10%	10%
Each Add'l Year	\$125,000	12%	10%

Contractor will also provide the following additional support to Corporation: An annual donation during the term of the Contract, including any renewals, to the College or the New York City College of Technology Foundation, Inc., of \$5,000 to be used for two student scholarships of \$2,500 each. Such scholarships shall be awarded at the sole discretion of the College.

7.2 Gross Sales.

7.2.1 "Gross Sales" means aggregate revenues from Food Service Operations, excluding the following: (A) sales, use or excise taxes imposed and collected by Contractor directly from customers and paid over to any governmental agency; (B) sales, if any, to the College community by Contractor at cost, as may be made with the prior written approval of Corporation; and (C) refunds.

7.2.2 In the event that Contractor extends credit/charge sales to College departments, offices and organizations, such credit/charge sales must be included in Gross Sales figures at the time the sale was made, regardless of when Contractor receives payment.

7.3 Monthly Payments and Reports.

7.3.1 Contractor must submit commissions and other payments due to Corporation on a monthly basis within 30 Days of the month's end. Payments must be made by certified or bank check or money order payable to Corporation.

7.3.2 Payments must be sent to the Corporation at Auxiliary Enterprise Board of New York City College of Technology, Inc., 300 Jay Street, Howard Building, 11th Floor, Brooklyn, NY 11201 and accompanied by a Management Report signed by the controller or comparable officer of the Contractor and showing:

(A) Gross Sales and permitted deductions by month, YTD and category (retail food service, vending and catering). In particular, the vending report must contain the following:

- Machine number
- Counter reading (beginning and ending)
- Gross receipts as determined by counter
- Actual cash taken from Machine
- Sales tax and refund deductions
- Net receipts applicable to commission

(B) commissions paid to Corporation by month and YTD; and

(C) such other information as may be reasonably requested by Corporation.

7.3.3 Contractor shall also submit to Corporation a monthly profit and loss statement within 30 Days of the month's end.

7.4 Year-End Reconciliation. One year from the effective date of this Contract, and each full year thereafter during the life of this Contract, Contractor must pay Corporation that portion of commissions as may as yet be due so as to equal the commission percentages required by this Contract. Payment must be made by the 30th Day of the first month of the following Contract year and recorded as

commissions paid in the year due. On expiration or termination of this Contract, commissions due, if any, must be calculated and paid based on that portion of a full year for which Food Service Operations were provided.

- 7.5 Late Payments.** Delinquent payments are subject to a late payment fee of one-and-one-half percent (1-1/2%) per month, or portion thereof, of any balance due.
- 7.6 Records.** Contractor must maintain complete, accurate and separate books of account together with appropriate, detailed, supporting data and documents (including daily cash register tapes), in accordance with generally accepted accounting principles, for all transactions relating to the Food Service Operations (the "Records"). Such Records must be held in compliance with Section 6 of the Standard Contract Clauses attached to this Contract as Appendix F.
- 7.7 Inspection.** Corporation or its auditors may inspect and review Records, and may require Contractor to furnish such other financial information related to Food Service Operations, as Corporation deems appropriate. In the event of any question as to the dollar amounts due Corporation or Contractor, the decision of Corporation's auditors will be final and binding upon both parties to this Contract.
- 7.8 Meetings.** Corporation and Contractor will meet at least quarterly to review monthly reports, explain deficiencies, discuss problems and mutually agree on courses of action to improve the results of Food Service Operations. Any adjustments to a monthly report required as a result of review and/or audit will be identified and reflected on the next monthly statement.
- 7.9 Annual Audit.** Contractor must furnish to Corporation as soon as available, and in any event within 90 Days after the end of each fiscal year of Contractor, audited financial statements of Contractor as of the end of such fiscal year prepared by an independent certified public accountant. These financial statements must include a record of all sales and commissions from Food Service Operations.
- 7.10 No Liability for Credit.** Corporation assumes no liability for credit extended by Contractor to CUNY, College, faculty, staff, students, alumni, or any other person or entity. Contractor must bill credit/charge sales (the "Receivables") to CUNY, College departments, offices, organizations and individuals directly to those customers. Contractor is solely responsible for the collection of Receivables. Contractor may not offset Receivables against commissions or other amounts due to Corporation by Contractor, or condition payment of such commissions or other amounts to payment of Receivables.

Section 8 - UTILITIES

- 8.1** Corporation will furnish at no cost to Contractor all necessary heat, water, gas, electricity and air conditioning (the "Utilities") for the efficient performance of Food Service Operations, except that Contractor will be responsible for any costs

that result from changes in existing electrical service, plumbing service, ventilation, lighting, etc. required by Contractor to perform this Contract.

- 8.2 Corporation does not guarantee an uninterrupted supply of the Utilities, and will not be liable for any damages or compensation should the provision of Utilities be interrupted.
- 8.3 Contractor must use best efforts to comply with energy conservation measures by turning off or down (including low-power mode) lights, fans, ovens, steam equipment, vending machines, and other energy consuming items, when the Food Service Locations are not in use or when business volume dictates a reduction in the use of Utilities. Equipment use shall be planned and equipment not "warmed up" or charged if it is not expected to be used during that day or period.
- 8.4 Contractor must obtain, maintain and pay for off-campus telephone lines and facsimile services. Corporation will provide an on-campus telephone extension line for Contractor's convenience.

Section 9 - SECURITY AND RISK OF LOSS

- 9.1 Corporation will supply Contractor with two complete sets of keys to Food Service Locations. Contractor will be responsible for these keys and for the cost of replacement of lost keys. If Corporation or the College determines that keys lost by Contractor or its Staff could compromise campus security, Contractor will be responsible for all costs associated with re-keying the affected Food Service Locations.
- 9.2 Contractor must immediately report to Corporation and the College all fires, thefts, break-ins and other law enforcement and security matters, as well as accidents involving its Staff or customers.
- 9.3 Contractor bears the risk of loss or damage to Food Service Operations inventory, whether in transit, on display or in storage. Contractor also bears the risk of loss for monies collected pursuant to Food Service Operations. Losses or shortages of cash will not diminish monthly payment of commissions.
- 9.4 Contractor bears the risk of loss or damage to Contractor Property. Corporation is not responsible for any losses Contractor may incur due to damage to Contractor Property arising from any cause. Corporation assumes no responsibility for the protection of Contractor Property against loss arising from vandalism, theft, fire, water or other causes.
- 9.5 Contractor bears the risk of loss or damage to Corporation Property and Food Service Locations except if Corporation makes a determination that the loss or damage was due to causes beyond Contractor's control or to robbery, fire, bombs, or similar causes or acts of third persons not employees or invitees of

Contractor and provided that Contractor properly secured Food Service Locations and provided also that the foregoing causes or acts were not directed at Contractor. Except in the case of such excused loss or damage, Contractor must reimburse Corporation at Corporation's cost for the repair or replacement of such Corporation Property and/or Food Service Locations. Corporation will give Contractor written notice of amounts to be reimbursed. Contractor must reimburse Corporation within 60 Days of the date of said written notice.

Section 10 - INSURANCE

10.1 Contractor must procure and maintain at its own cost throughout the term of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Food Service Operations by Contractor or its Staff. Contractor must provide minimum insurance coverage as follows (the "Required Insurance"):

Workers' Compensation and Employers Liability	As required by New York State Law.
Commercial General Liability (ISO Form CG0001, ed. 2001)	\$1,000,000 combined single limit for bodily injury and property damage, with an aggregate minimum for this Contract of \$3,000,000.
Business Automobile Liability Insurance (ISO Form CA0001, ed. 10/01)	\$1,000,000 combined single limit per accident for bodily injury and property damage, and covering all owned, non-owned or hired vehicles used by Contractor in connection with the Food Service Operations.
Umbrella Excess Liability	\$5,000,000 combined single limit over the primary employers' liability, commercial general liability and automobile liability coverage.
Liquor Liability	See Section 5.12.

10.2 Each Required Insurance policy must specifically include liability assumed by Contractor under this Contract.

10.3 Each Required Insurance policy must be underwritten by a licensed insurance company authorized to do business in the State of New York and with a minimum of an "A-7" rating in the current edition of A.M. Best's Insurance Guide.

10.4 Each Required Insurance policy must be endorsed to state that coverage may not be suspended, voided, canceled, reduced in coverage or limits except after

no less than 30 Days prior written notice has been given to Corporation, nor may any Required Insurance policy be suspended, voided, canceled, reduced in coverage or limits by Contractor without the prior consent of Corporation. Notice pursuant to this section must be sent by certified mail or overnight courier and addressed to Corporation at the address listed at the beginning of this Contract, with a copy to CUNY Related Entities Group, Office of Counsel, 535 East 80th Street, New York, NY 10075. No cancellation provision in any Required Insurance policy may be construed in derogation of the continuous duty of Contractor to furnish insurance during the term of this Contract.

- 10.5** Each Required Insurance policy (except Workers' Compensation and Employers Liability) must be endorsed to include Auxiliary Enterprise Board of New York City College of Technology, Inc., New York City College of Technology, The City University of New York, New York City, New York State, The City University Construction Fund, and The Dormitory Authority of the State of New York, and their respective trustees, directors, officers, employees and agents (the "Additional Insureds"). Such policies must stipulate that the insurance provided is primary insurance in respect of the Additional Insureds, and that any other insurance or self-insurance maintained by the Additional Insureds is excess and not contributory insurance. The Required Insurance must apply separately to each Additional Insured against whom a claim is made or suit is brought, subject to each policy's limit of liability. Additional Insureds must be covered as respects: (i) liability arising out of activities performed by or on behalf of Contractor, (ii) products and completed operations of Contractor, (iii) premises owned, leased or used by Contractor, and (iv) automobiles owned, leased, hired or borrowed by Contractor.
- 10.6** All deductibles or self-insured retentions must be declared to and approved by Corporation.
- 10.7** The Commercial General Liability policy must not contain any exclusions or endorsements that are not acceptable to Corporation.
- 10.8** Contractor must ensure that each Required Insurance policy (except Workers' Compensation and Employers Liability) includes a waiver of all rights of subrogation against the Additional Insureds for losses arising from Food Service Operations.
- 10.9** Contractor must furnish certificates to Corporation evidencing all Required Insurance and endorsements naming the Additional Insureds, before commencing Food Service Operations. Contractor must supply certified complete copies of Required Insurance policies to Corporation at Corporation's request.
- 10.10** Contractor is solely responsible for payment of all premiums for the Required Insurance, and is solely responsible for payment of any deductibles to which such policies are subject.

- 10.11** Contractor must promptly notify Corporation of any accidents arising in the course of performance of Food Service Operations causing bodily injury or property damage.
- 10.12** Notwithstanding the limits of Required Insurance, Contractor is liable for any and all personal injury (including death) or property damage caused by the negligence of Contractor, its directors, officers or Staff.
- 10.13** Contractor must ensure that its subcontractors and agents comply with this Section. Contractor must include all subcontractors and agents as insureds under the Required Insurance policies, or furnish separate certificates for such subcontractors and agents indicating compliance with the Required Insurance.
- 10.14** Failure on the part of Contractor to procure or maintain Required Insurance constitutes a material breach of this Contract. Upon such breach, Corporation may immediately terminate this Contract, or, in its sole discretion, procure or renew such insurance, and pay any and all premiums in connection therewith. Corporation may charge the costs thereof to money due or that may become due to Contractor, or if there is no money due, Contractor agrees to promptly pay Corporation such costs.

Section 11 - ASSUMPTION OF RISK AND INDEMNIFICATION; WAIVER

- 11.1** Contractor is solely responsible for any and all injuries to persons (including death), damage to property, and loss, expense, inconvenience and delay, arising out of or in connection with the performance of Food Service Operations, or from any act, omission or neglect of Contractor, Contractor's directors, officers or Staff.
- 11.2** Contractor agrees to indemnify, defend and hold harmless Corporation, College, CUNY, City, State, The City University Construction Fund, The Dormitory Authority of the State of New York, and each trustee, director, officer, employee, agent, successor and assign of any or all of them, from any and all actions, claims, demands, damages, fines, losses, liabilities, judgments, liens, and expenses of any kind (including, without limitation, court costs, attorneys' fees and related disbursements), arising out of or in connection with (i) the breach by Contractor of any of its agreements or covenants under this Contract, (ii) the untruth of any of Contractor's representations and warranties under this Contract, (iii) the actual or alleged infringement or violation of any patent, copyright, trademark, service mark, trade secret, or proprietary right, (iv) bodily injury sustained by any employee of Contractor or of Contractor's subcontractor, franchisee or agent arising out of and in the course of employment by Contractor or by Contractor's subcontractor, franchisee or agent, (v) the performance of Food Service Operations by Contractor and Contractor's Staff, or (vi) any claim by the Internal Revenue Service that monies, services or other support received

by Corporation pursuant to this Contract constitute taxable unrelated business income.

11.3 Contractor hereby releases College, CUNY, City, State, The City University Construction Fund, The Dormitory Authority of the State of New York, and each director, trustee, officer, employee, agent, successor and assign of any or all of them, from any and all liability hereunder.

11.4 The provisions of this Section will survive the expiration of this Contract.

Section 12 - CONTRACTOR'S INDEPENDENT STATUS

12.1 The status of Contractor is that of an independent entity. Nothing contained in this Contract, nor any act of the parties, will be construed as creating a partnership, joint venture, agency or association of any kind, between Corporation, College or CUNY and Contractor, nor as making Corporation, College or CUNY in any way responsible for the debts or losses of Contractor.

12.2 All personnel furnished by Contractor as required under this Contract are Staff of Contractor, and not of Corporation, College, CUNY, City or State, nor of any affiliated entity, agency, department, board, authority or instrumentality of any of them and Contractor alone is responsible for their work, their personal conduct while performing this Contract and their direction and compensation. Nothing included in this Contract imposes any liability or duty upon Corporation, College, CUNY, City or State to Contractor's Staff, nor makes Corporation, College, CUNY, City or State liable to any other Person or government for the acts, omissions, liabilities, debts, liens, obligations or taxes of whatever nature, including but not limited to unemployment insurance and Social Security taxes, of Contractor or Contractor's Staff.

12.3 Contractor acknowledges that for the purposes of the Immigration Reform and Control Act of 1986 (the "Act"), Contractor is an "independent contractor" as defined in the Act and its regulations, and that Corporation is not an "employer" under the terms of the Act and its regulations with regard to Food Service Operations. As a result, the responsibility of complying with the provisions of the Act lie solely with Contractor.

12.3.1 Contractor expressly represents that it is aware of the requirements of the Act with regard to the employer's responsibility for ensuring compliance with the Act and its regulations, and for maintaining the proper forms showing that the verification process was completed.

12.3.2 Contractor expressly represents to Corporation Contractor's intention to abide by the provisions of the Act.

12.3.3 At Corporation or College's request, Contractor shall produce for inspection its

records evidencing Contractor's compliance with the Act.

- 12.3.4 Contractor agrees that to the extent permitted by Law, Contractor will defend, indemnify and hold harmless Corporation, College, CUNY, City and the State, and each trustee, director, officer, employee, agent, successor and assign of any or all of them, for any penalty which may be applied to any one or all of them as the result of the hiring by Contractor of an unauthorized alien during the term of this Contract.
- 12.4 Contractor will permit no liens whatsoever to be placed against the property of Corporation or College and, should such liens attach, Contractor will take all steps necessary to accomplish the prompt removal of them.

Section 13 - USE OF NAME; ADVERTISING

- 13.1 Contractor may not use the name, or any logo, mascot, seal, trademark, trade name or other proprietary mark of Corporation, CUNY or any constituent college of CUNY, for brand or product endorsement. Any other use is subject to Corporation's prior written approval.
- 13.2 Contractor may not post any signs or posters on, or visible from, the exterior or in common areas of College buildings or grounds, or distribute any fliers or brochures outside the Food Service Locations, without advance approval of the Corporation. The replacement, maintenance, safety, and removal of such materials are Contractor's responsibility.
- 13.3 In all purchase orders, and in commitments to vendors, suppliers, building contractors, in banking and in similar relations of Contractor in connection with the Food Service Operations, Contractor must use its full corporate name and address, in prominent association with any College address, in order to make it clear that any undertaking is Contractor's and not that of Corporation, College or CUNY.
- 13.4 Contractor must make prompt and timely payments to its franchisors, suppliers and subcontractors.
- 13.5 Contractor must obtain the prior written approval of Corporation before Contractor or any of its officers, Staff, or agents makes any statement to the press or issues any communication or publication bearing on the Food Service Operations.

Section 14 - CORPORATION'S ADDITIONAL RIGHTS

- 14.1 Corporation and College have the right of access to Food Service Locations at all times.

- 14.2 Corporation and College have the right to establish rules, regulations and policies regarding the use of Food Service Locations.
- 14.3 Corporation, College and other organizations and groups affiliated with College have the right to use Food Service Locations from time to time during Contractor's operating hours for special events and for non-operational hours for College purposes as may be required. To the extent possible, Corporation will provide to Contractor advance notice of such use. Such users will be responsible for appropriate setup and cleanup. Food Service Locations will be restored to conditions mutually satisfactory to Contractor and Corporation before the next regularly scheduled meal service.
- 14.4 At the time Corporation exercises any Contract renewal or extension, Corporation reserves the right to require that Contractor replace some or all Machines with unused factory new current production models at Contractor's expense.

Section 15- TERMINATION

- 15.1 **Termination for Cause.** This Contract may be terminated for cause by Corporation on immediate notice to Contractor as follows:
- 15.1.1 if Contractor fails to make any payment due under this Contract, and this default remains unremedied for a period of ten Days after notice or demand from Corporation to Contractor and its surety (if there is a performance bond);
- 15.1.2 if Contractor defaults in the performance or observation of any material term or condition of this Contract (other than a default as described in subsection 15.1.1), or persistently or repeatedly defaults in the performance or observance of any other term or condition of this Contract, and in each case such default remains unremedied for a period of 15 Days after notice from Corporation to Contractor and its surety (if there is a performance bond), or in the case of a default which cannot reasonably be remedied within such period, the Contractor fails to immediately and diligently carry out steps to remedy such default in accordance with instructions of Corporation; or
- 15.1.3 if Contractor becomes insolvent or otherwise discontinues business.

Termination for cause under this Section 15.1 constitutes grounds for a finding of non-responsibility for other CUNY-affiliated contracts. Corporation's failure to exercise any remedy accruing upon the default of Contractor will not be deemed a waiver of or acquiescence in any future default.

15.2 Other Termination.

- 15.2.1 Corporation may terminate this Contract in its best interests upon 90 Days' written notice to Contractor.
- 15.2.2 Contractor may terminate this Contract in its best interests upon 180 Days' written notice to Corporation.
- 15.2.3 Corporation may suspend or terminate this Contract upon immediate notice to Contractor should Food Service Locations be destroyed or damaged, either in whole or in part, or rendered unusable. Contractor will not be relieved of any obligations hereunder which have accrued on or prior to the effective date of the suspension or termination. Should this Contract be so suspended or terminated, Contractor hereby expressly waives any claim for damages or compensation, including but not limited to loss of use, lost profits or actual, special, incidental, indirect or consequential damages of any kind or nature.

15.3 Removal of Equipment.

- 15.3.1 Upon expiration or termination of this Contract, Corporation will conduct a physical inventory of all Corporation Property. The inventory must be equal to the original inventory (see Appendix D), except for the deletion of items of Corporation Property that the Corporation agreed to retire and not replace, and the addition of any furniture, fixtures, equipment and other personal property, provided either by Contractor as part of the Capital Improvement and Furnishing Plan or by the College or Corporation.
- 15.3.2 Upon expiration or termination of this Contract, Contractor must remove Contractor Property (except that provided pursuant to the Capital Improvements and Furnishing Plan) from the College premises within ten Days of the date of expiration or notice of termination, as the case may be. Contractor must restore the Food Service Locations to the condition prior to use thereof by Contractor, normal wear and tear and any changes to the Food Service Locations made pursuant to Section 5.15 excluded. Contractor must repair all damage caused by the installation or removal of such Contractor Property. Such Contractor Property not removed from College campus will be deemed abandoned.
- 15.3.3 Upon expiration or termination of this Contract, commissions will continue to be due and payable to Corporation on vending machine sales until all of Contractor's Machines have been removed. The removal date for each Machine must be indicated on the management report for the period in which the Machine was removed.

- 15.4 Corporation's Rights.** On the effective date of any notice of termination received from Corporation, Contractor must stop performance of Food Service Operations. Upon termination, Corporation has the right to contract with another

party for performance of Food Service Operations for the unexpired term of this Contract. In the event of a termination for cause, Corporation has the right to charge to Contractor any and all expenses incurred by reason of such termination, including but not limited to the cost of reletting this Contract and any difference in guaranteed annual commissions between this Contract and any substituted agreement. Nothing in this Section will be deemed to limit or waive any other rights or remedies of the Corporation under either Law or contract.

- 15.5** The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights available to either party in Law or in equity.

Section 16 - COMPLIANCE WITH LAW

- 16.1** Contractor and Contractor's Staff must comply with all federal, state and local Laws governing Food Service Operations as well as all applicable Corporation, College and CUNY rules and regulations, and must timely secure, maintain and pay for all federal, state and local licenses, permits, certificates or other authorizations required for the proper and lawful conduct of Food Service Operations.
- 16.2** Contractor is solely responsible for taxes, assessments and fees required or assessed in connection with Food Service Operations, including, but not limited to, sales, use, excise and payroll taxes, and federal, state and local income taxes and must make timely applications, reports and returns required in connection therewith.

Section 17 - PERIOD OF LIMITATION

Contractor may not bring any action against Corporation based upon any claim arising out of this Contract unless it commences the action within six months from the date when the cause of action accrued.

Section 18 - CONTRACT DOCUMENTS

Contractor's Proposal is attached to this Contract as Appendix H and made a part of the Contract. In the event of any inconsistency in, or conflict between, Contractor's Proposal and any other part of this Contract, such other part of the Contract shall control.

Section 19 - CUNY RELATED ENTITY REQUIREMENTS

Contractor acknowledges that this Contract is a subcontract of services by Corporation to College and CUNY, and as such is subject to the Standard Contract Clauses set forth in Appendix F to this Contract. Termination by CUNY of its agreement with Corporation, in whole or in applicable part, for any reason whatsoever, will cause

the simultaneous termination of this Contract without penalty of any kind.

Section 20 - MISCELLANEOUS

- 20.1 Governing Law; Choice of Forum.** This Contract is governed by the laws of the State of New York, except where the Federal supremacy clause requires otherwise. All claims and actions brought under or arising from this Contract must be brought either in the courts of the United States or New York State located in New York City.
- 20.2 Assignment.** Neither this Contract nor any right, title or interest therein, may be assigned, transferred, conveyed, sublet or otherwise disposed of by Contractor without the previous consent, in writing, of Corporation. Any attempt to assign this Contract without Corporation's written consent will be null and void.
- 20.3 Severability.** The terms, clauses and provisions of this Contract are intended to be severable. Declaration of the unconstitutionality, illegality or unconscionability of any term, clause or provision will in no way defeat the effect or validity of any other term, clause or provision.
- 20.4 Headings and Language Interpretation.** The headings used herein have been inserted for reference only and are not substantive parts of this Contract. The use of the singular or plural form includes the other form.
- 20.5 Waiver.** Waiver by Corporation of a breach of any provision of, or right under, this Contract will not operate nor be construed as a waiver of any other or subsequent breach of the same provision or right nor of any other provision or right of this Contract. All remedies, either under this Contract or by Law or otherwise afforded, will be cumulative and not alternative.
- 20.6 Merger; Amendment.** This Contract supersedes any and all other agreements, written or oral, between the parties hereto, and constitutes the entire agreement between the parties with respect to the subject matter hereof. Accordingly, this Contract may not be altered, amended, modified, or otherwise changed, except by a document in writing signed by each party.
- 20.7 Notices.** All notices or other communications which are required or permitted pursuant to the terms of this Contract must be in writing and must be delivered personally, by overnight courier, or by fax machine or deposited in the United States mail, postage prepaid, registered or certified mail, to Contractor or Corporation, as the case may be, at their respective addresses as set forth at the beginning of this Contract, or at such other addresses as may have been specified by written notice delivered in accordance with this Section. Such notices and other communications will be deemed to have been given or made when so delivered or deposited. Nothing in this Section may be deemed to be a waiver of any requirements for service as provided by Law.

20.8 All Lawful Provisions Deemed Included. It is the intent and understanding of the parties to this Contract that every provision of Law required to be inserted in this Contract be and is inserted in it. If through mistake or otherwise, any required provision is not included, or is not included in correct form, then this Contract will, upon the application of either party, promptly be amended so as to comply strictly with the Law and without prejudice to the rights of either party.

20.9 Set-off Rights. Corporation has all of its common law, equitable and statutory rights of set-off. These rights include, but are not be limited to, Corporation's option to withhold for the purposes of set-off any moneys due to Contractor under this Contract up to any amounts due and owing to Corporation with regard to this Contract, any other contract with Corporation, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to Corporation from Contractor for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

IN WITNESS WHEREOF, the parties have signed this Contract:

CONTRACTOR:


MBJ Cafeteria Corp.

By: 
Joaquin Vasques
President

Date: 09/27/12

CORPORATION:

Auxiliary Enterprise Board of New York
City College of Technology, Inc.

By: 
Russell K. Hotzler
President

Date: October 1, 2012

APPENDIXES

- APPENDIX A – Food Service Locations
- APPENDIX B – Schedule of Retail Food Service Operations
- APPENDIX C – Contractor Property
- APPENDIX D – Corporation Property
- APPENDIX E – Prices and Portions
- APPENDIX F – Standard Contract Clauses
- APPENDIX G – Performance Bond
- APPENDIX H – Contractor's Proposal

FOOD SERVICE LOCATIONS

The Contractor shall provide Food Service Operations at the following locations ("Food Service Locations"):

1. Namm Hall, 300 Jay Street
 - a. Student Cafeteria, 1st Floor
 - Kitchen/Food Prep, 3,960 sq ft
 - Office Space, 133 sq ft
 - Dining Room, 7,473 sq ft
 - b. Faculty/Staff Dining Room, 6th Floor (A-632)
 - Dining Room, 1,270 sq ft

2. Voorhees Hall, 186 Jay Street
 - a. Student Cafeteria, 2nd Floor
 - Kitchen/Food Prep, 632 sq ft
 - Seating Area, 5,499 sq ft

3. Snack vending machines at various locations throughout the College campus approved by the Corporation.

SCHEDULE OF RETAIL FOOD SERVICE OPERATIONS

1. FULL SCHEDULE

Student Cafeterias	7:30 a.m. - 8:30 p.m. Mon. - Thurs. 7:30 a.m. - 5:30 p.m. Friday 7:30 a.m. - 3:30 p.m. Saturday
Faculty/Staff Dining Room	12:00 noon - 2:00 p.m. Mon. - Thurs. Closed Friday

2. LIMITED SCHEDULE

(Holidays - when classes are not in session, but College is open)

Student Cafeterias	7:30 a.m. - 3:30 p.m. Mon. - Fri.
Faculty/Staff Dining Room	Closed

3. EXAM SCHEDULE

Student Cafeterias	7:30 a.m. - 8:30 p.m. Mon. - Thurs. 7:30 a.m. - 3:30 p.m. Friday 7:30 a.m. - 12:30 p.m. Saturday
Faculty/Staff Dining Room	Closed

4. REGISTRATION SCHEDULE

Student Cafeterias	8:30 a.m. - 8:30 p.m. Mon. - Thurs. 8:30 a.m. - 3:30 p.m. Friday Closed Saturday
Faculty/Staff Dining Room	Closed

5. SUMMER SCHEDULE

(Day after Commencement to day before Fall Registration)

Student Cafeterias	7:30 a.m. - 8:30 p.m. Mon. - Thurs. 7:30 a.m. - 3:30 p.m. Friday
Faculty/Staff Dining Room	Closed

6. WINTER SCHEDULE

(January)

Student Cafeterias	7:30 a.m. - 8:30 p.m. Mon. - Thurs. 7:30 a.m. - 3:30 p.m. Friday
Faculty/Staff Dining Room	Closed

CONTRACTOR PROPERTY

At the commencement of the Contract, Contractor will use the Corporation Property currently available in the Food Service Locations and set forth in Appendix D and Contractor will not bring any fixtures, machinery, equipment or other personal property for use in performance of the Food Service Operations ("Contractor Property") into the Food Service Locations.

In the event that during the term of this Contract Contractor does acquire Contractor Property, consistent with Section 5.7.2 of this Contract, Contractor will provide Corporation with an annual inventory of such Contractor Property.

APPENDIX D

CORPORATION PROPERTY

**NEW YORK CITY COLLEGE OF TECHNOLOGY
CORPORATION PROPERTY (COLLEGE)**

<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>	<u>Description</u>
HAYWARD	LC-100	n/a	TURNSTILE
HAYWARD	POWER SUPPLY	n/a	REMOTE CONTROL FOR HANDICAP ACCESS
<u>PIZZA/PASTA/ ENTREES</u>			
CUSTOM	CUSTOM	n/a	PIZZA SERVING COUNTER W/ TRAYSLIDE
HATCO	GRSB-54-I	6624640927	THERMAL SHELF
HATCO	GRSB-36-I	6540890924	THERMAL SHELF
BRASS SMITH	ZG9945	n/a	Z GUARD
CUSTOM	CUSTOM	n/a	MODIFICATION OF COUNTER
PIPER	MD-6DM	6G66	6-WELL HOT FOOD PAN
			TWO NEW COUNTERTOP INDUCTION WARMERS
BRASS SMITH	ZG9945	n/a	Z GUARD
BRASS SMITH	ZG9945	n/a	Z GUARD
SSP	EHS-14	n/a	HAND SINK
SILVER KING	SKPS12/C1	AAJH75204A	COUNTERTOP PREP UNIT
ADVANCE	PZ12	n/a	PIZZA TRAY RACK W/ CUTTING BOARD
ADVANCE	SPS-307	n/a	PIZZA SET-UP TABLE
HALTON	HOOD	n/a	EXISTING EXHAUST HOOD (RELOCATED)
EVI/ RELIABLE		n/a	EXHAUST SYSTEM/ FIRE SUPPRESSION SYSTEMS
BAKERS PRIDE	P44-BL	560400906001	GAS PIZZA OVEN, DBLE DECK
BAKERS PRIDE	P44-BL	560400906002	GAS PIZZA OVEN, DBLE DECK
BAKERS PRIDE	P44-BL	560400907001	GAS PIZZA OVEN, DBLE DECK
BAKERS PRIDE	P44-BL	560670907002	GAS PIZZA OVEN, DBLE DECK
<u>SELF-SERVICE COFFEE AND SOUP AND SALAD</u>			

WELLS	RCP-7500	CBN1291	COLD PAN
BRASS SMITH	ZG9945	n/a	Z GUARD
CUSTOM	CUSTOM	n/a	PLATE & BOWL PICK SHELF
DELI			
CONTINENTAL REFR.	SW60-24M-FB	14984585	REFRIG. DELI TOP COUNTER W/FOOD SHIELD
TRUE MFG.	TCGG-36-S	5210878	DELI DISPLAY CASE
SSP	EHS-14	n/a	HAND SINK
CONTINENTAL REFR.	SW60-BS-FB	14953069	WORKTOP REFRIGERATOR
FEDERAL	RSSM-578SC	09072054469	REFRIGERATED MERCHANDISER
"FRESH GRILLE" FRONT LINE			
CUSTOM	CUSTOM	n/a	MODIFICATION OF COUNTER
"FRESH GRILLE" BACK LINE			
PITCO	1-SF-SG18-S	F09DC011439	FRYER
PITCO		G09DC011440	WARMING STATION
PITCO		G09DC011440	FILTRATION SYSTEM (PART OF G2)
SOUTHBEND	20036SB	5525-09	GRIDDLE REFRIGERATED BASE
SOUTHBEND	HDG-36	09E86299	GRIDDLE 36"
HALTON			EXISTING EXHAUST HOOD (TO REMAIN)
ANSUL/ RELIABLE			EXISTING FIRE SUPRESSION SYSTEM (TO REMAIN)
CONTINENTAL REFR.	CFB92-BS	14952281	WORKTOP FREEZER
SOUTHBEND	20048SB	5586-09	REFRIGERATED BASE
SOUTHBEND	HDG-48	09E86301	GRIDDLE
PITCO	2-SG18-S/FD	F09DC011442	FRYERS
PITCO		G09DC011443	WARMING STATION
PITCO		G09DC011443	FILTRATION SYSTEM (PART OF G12)
CAPITVE-AIRE	4524ND	n/a	EXHAUST HOOD
EVI			TIE-IN EXHAUST HOOD TO DUCT WORK
ANSUL/ RELIABLE	R102	n/a	FIRE SUPRESSION SYSTEM
ANSUL/ RELIABLE	R102	n/a	REMOTE PULL STATION
CHECKOUT			
CUSTOM	CUSTOM	n/a	CASHIER STANDS
CUSTOM	CUSTOM	n/a	PEDESTALS
DÉCOR PACKAGE			
CUSTOM	CUSTOM	n/a	NEW LAMINATED GRILL COUNTER FASCIA AND SOFFIT

BY GENERAL CONTRACTOR		n/a	REMOVE OPPOSITE SIDE COUNTER SOFFIT
CUSTOM		n/a	STAINLESS STEEL CLADDING AT WALLS ADJACENT TO GRILL STATION
OUTTAKES CAFÉ			
ADVANCE			HAND SINK
NAMM KITCHEN EQUIPMENT			
IMPERIAL	ICV-2	03094309	DBLE DECK CONVECTION OVENS
		08123508	
CUSTOM	CUSTOM	n/a	POT WASHING SINK W/ FAUCETS & DRAINS W/ OVERFLOW ASSEMBLY
HUBBEL	J627R	007217	HOT WATER BOOSTER
SPARE NUMBER			
PITCO	SE14X-SSTC-S	E09DA011180	FRYER
PITCO	SE14X-SSTC-S	E09DA011181	FRYER
VULCAN OVEN	48005040		
VULCAN OVEN	48005041		
GROEN SOUP KETTLE	DT-40		
STAINLESS STEEL WORK TABLE w/ POT RACK			
STEAMER - GAS POWERED	4337498B01	24CGM200	
HOBART MIXER LARGE	S1665941	H600D	
6'X 5' DOUBLE SIDED WORK TABLE w/ DRAWERS			
7'9"X 29" WORK TABLE w/ DRAWER			
75"X 29" PREP SINK w/ TRAY WINGS			
11'5"X 29" DOUBLE SINK w/ TABLE			
DOUBLE FLAT STOVE 68"X 24"			
8' WELLS STEAM TABLE			
DELI BAR w/ TWO STATIONS			
72"X 24"X 44" DISPLAY DELI CASE GLASS FRONT			
11"X 11"X 30" SALAD BAR			
WALK-IN REFRIGERATOR			
WALK-IN FREEZER			
78"X 24" PREP TABLE			
PIZZA OVEN GAS	251 25075 28065		
PIZZA PREP TABLE 72" X 33" w/ MARBLE TOP AND REFRIGERATED SECTION			
PIZZA WARMER 77"X 28"			

REFRIGERATOR 4 DOORS GRILL STATION 63428 GMR 47 TM			
ELECTRIC GRILL 36"X 18" W/ TABLE			
35# DEEP FRYER			
FRENCH FRY DUMP STATION 32"X 24" W/LIGHT			
CASHIERS STATION 32"X 48" w/ WHEELS			
CASHIER STATION WITH MISSING TRAY RAIL			
AIR SCREEN 6' FOOT			
15" X 30" DOUBLE SINK w/ WORK TABLE			
ICE MACHINE	G18831K	KM630MAE	
GRIDDLE TOP			
MIXER HOBART	1669544	D-300D	
APW	DMXD-30S	380830811001	HEATED GRILL SLIDE
LINCOLN	18746	n/a	PENDANT ACCENT LIGHTS
EAGLE UTILITY HAND WASH EYEBATH SINK			
EAGLE UTILITY HAND WASH SINK			
THREE COMPARTMENT SINK			
THREE BAY STEAM TABLE			
TWO BAY STEAM TABLE			
2' X 2' ROLLING STAINLESS STEEL TABLE			
COLD REFRIGERATED TABLE			
AQUAMATIC HOOD CLEANING SYSTEM			
STAINLESS HOOD SYSTEM			
GLO-RAY COUNTERTOP FOOD WARMER - HOLDS 12" X 20" HOTEL PAN			
2' X 2' ROLLING STAINLESS STEEL TABLE			
8'X 30" STAINLESS STEEL TABLE			
8'X 24" STAINLESS STEEL TABLE			
4'X 30" UTILITY TABLE w/ 2 SHELVES			

WALK-IN REFRIGERATOR	NSF DR36767GG1MSD		
WALK-IN FREEZER	NSF DR36767GG1MSD		
DEEP FRYER - FRYMASTER	MODEL MJ 35ST	9210FA0017	
3' GARLAND GRIDDLE			
FOUR BURNER RANGE/OVEN	GARLAND NSF DO13003		
CONVECTION OVEN	GARLAND NSF DO13681		

FORM 2**PRICE AND PORTION LIST**

Name of Proposer	MBJ Cafeteria Corp.	<u>APPENDIX E</u>
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Below is a sample list of items expected to be offered a la carte. Please show portion size and retail price for each item. Where applicable, please provide container size and brand (use portion column).

RETAIL FOOD SERVICE		
Item	Portion	Price
Entrée only		4.45
Entrée w/2 sides		5.95
Side order (vegetable or starch)		2.45
Pizza (cheese) slice		2.45
Pizza slice w/topping		3.35
Vegetarian sushi rolls		5.95
Fish sushi rolls		6.50
Burger (turkey, beef, veggie) with or without cheese	4 oz.	2.55 - 3.50
Burger (turkey, beef, veggie) with or without cheese AND 1 side (fries, small salad, soup, chips)	4 oz.	4.85 - 5.80
Cheeseburger		2.90
Cheeseburger w/fries		5.20
Chicken Breast Sandwich		4.25
Grilled Cheese Sandwich		2.75
French Fries		2.30
Onion Rings		2.40
Soup of the Day		3.25
Roast Beef Sandwich with horseradish, cheddar cheese, lettuce and tomato		5.50
Turkey Sandwich with goat cheese, arugula and chipotle mayonnaise		5.50
Ham & Brie Sandwich with Dijon mustard, lettuce and tomato		5.50
Tuna Salad Sandwich		3.50
Egg Salad Sandwich		2.95

Item	Portion	Price
Falafel Wrap		5.50
Grilled Vegetable Wrap		5.50
Salad Bar		
w/ three veg. toppings		5.50
1 egg on roll w/meat and/or cheese		2.25
2 eggs on roll w/meat and/or cheese		2.75
Pancakes		2.85
Bagel		1.10
Bagel w/cream cheese and/or butter		1.40
Donut		1.25
Muffin		1.55
Hot cereal		1.75
Cold cereal w/milk		3.50
Cookie	4 oz.	1.75
Yoghurt	6 oz.	1.75
Fruit (piece)	whole	.75
Cake/Pie	slice	3.25
Coffee	12 oz.	1.10
Coffee	16 oz.	1.55
Tea	16 oz.	1.55
Orange Juice, fresh squeezed	16 oz.	3.50
Milk	8 oz.	.95
Fountain Soda & Fruit Drinks	12 oz.	1.50
Fountain Soda & Fruit Drinks	16 oz.	1.75
Bottled Soda	20 oz.	1.85
Bottled Water	20 oz.	1.75
Can Soda	12 oz.	1.45

SNACK VENDING		
<u>Item</u>	<u>Portion</u>	<u>Price</u>
<u>Candy Bar</u>	regular	1.30
<u>Granola Bar</u>	regular	1.30
<u>Cookies</u>	regular	1.30
<u>Premium Brand Cookies</u>	regular	1.65
<u>Ice Cream</u>		3.50
<u>Nuts</u>	regular	1.30
<u>Chips, regular size</u>		.85
<u>Chips, large size</u>		1.10
<u>Popcorn</u>	regular	1.10
<u>Gum</u>	regular	.85
<u>Mint</u>	regular	.75

STANDARD CONTRACT CLAUSES

The parties to the attached Contract, license, lease, amendment or other agreement of any kind (hereinafter, "the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than Corporation, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. WORKERS' COMPENSATION BENEFITS. This Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Article 9 of the Labor Law, then Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of the previous two sentences as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
3. WAGE AND HOURS PROVISIONS. If this is a contract for the construction, alteration, or repair of any public building or public work, or a building service contract as defined by Article 9 of the Labor Law, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days permitted by the Labor Law. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
4. NON-COLLUSIVE BIDDING REQUIREMENT. If this Contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to Corporation a non-collusive bidding certification on Contractor's behalf.
5. INTERNATIONAL BOYCOTT PROHIBITION. If this Contract exceeds \$5,000, Contractor agrees, as a material condition of the Contract, that neither Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USCA Section 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. Contractor shall so notify Corporation within five (5) business days of such conviction, determination or disposition of appeal.
6. RECORDS. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. Corporation or its authorized representative shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect Corporation's right to discovery in any pending or future litigation.

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. If this Contract is: a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby Corporation 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 Corporation or b) a written agreement in excess of \$100,000.00 whereby Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, then the following shall apply and by signing this Contract Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

i) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;

ii) at the request of Corporation, 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Contractor's obligations herein; and

iii) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Corporation 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.

Contractor will include the provisions of "i," "ii," and "iii" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of Contractor. This obligation does not apply to: a) work, goods or services unrelated to this Contract; or b) employment outside New York State. Corporation shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicates or conflicts with any such federal law and if such duplication or conflict exists, Corporation shall waive the applicability this section to the extent of such duplication or conflict.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix, the terms of this Appendix shall control.

9. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), Contractor hereby stipulates that Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

10. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

June 2011

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, [name of Contractor] as Principal, and [name of Surety] as Surety, are held and firmly bound to Auxiliary Enterprise Board of New York City College of Technology, Inc. (Corporation) or to its successors and assigns in the penal sum of [amount of bond in words] (\$ number) Dollars, lawful money of the United States, for the payment of which sum of money well and truly to be made, the Principal and Surety do each bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with Corporation for Food Service Operations, which Contract is annexed to and hereby made a part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its executors, administrators, successors or assigns, well and faithfully performs the Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and fully indemnifies and saves harmless Corporation from all costs and damage which it may suffer by reason of failure so to do, and fully reimburses and repays Corporation for all outlay and expense which Corporation may incur in making good any such default, and protects Corporation against, and pays any and all amounts, damages, costs and judgments which may or will be recovered against said Corporation or its officers, agents or employees or which the said Corporation may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the performance of the Contract, or the manner of doing the same, or the neglect of the Principal, or its officers, agents or employees, or the improper performance of the Contract by the Principal, or its officers, agents or employees, then this obligation will be null and void, otherwise to remain in full force and effect and the Surety shall fulfill its obligations under the Bond upon notice pursuant to the following paragraph.

The Surety, for value received, hereby stipulates and agrees, if requested so to do by Corporation, to fully perform and complete the Contract, pursuant to the terms, conditions, and covenants thereof (including without limitation the payment of any sums due Corporation by Principal), if for any cause, the Principal fails or neglects to so fully perform and complete the Contract. The Surety further agrees to commence such performance within twenty (20) Days after written notice thereof from Corporation and to complete such performance within such time as Corporation may fix, provided however, that if Contract is a service contract then and until the Surety commences to perform or render the service, Corporation may immediately employ others to perform such service without impairing or affecting the obligation of the Surety and the Bond and the Surety must fully reimburse and repay Corporation for all outlay and expense incurred therefore. Any replacement Contractor engaged by Surety to complete the Contract is subject to approval of Corporation.

The Surety for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond will be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any moneys due or to become due thereunder; and the Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees will have the same effect as to the Surety as though done or omitted to be done by or in relation to the Principal.

IN WITNESS WHEREOF, each of the Principal and the Surety have signed this Performance Bond, or caused it to be signed by its duly authorized officer this ____ day of _____ 2012.

PRINCIPAL

(Seal)

By:

Signature

Name

Title

SURETY

(Seal)

By:

Signature

Name

Title

