

N.J DEPARTMENT OF HUMAN SERVICES
COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED
153 HALSEY STREET, P.O. BOX 47107
NEWARK, NEW JERSEY 07101

AGREEMENT FOR THE ESTABLISHMENT OF A FULL SERVICE CAFETERIA ON STATE PROPERTY AS AUTHORIZED BY PUB L. 74-732, AS AMENDED BY PUB L. 83-565 AND TITLE II OF PUB L. 93-516 CFR (RANDOLPH-SHEPPARD ACT)

WHEREAS, The New Jersey Commission for the Blind and Visually Impaired, (CBVI) has been designated a State Licensing Agency (SLA) of the State of New Jersey under the provisions of the Randolph Sheppard Act; and

WHEREAS, CBVI has requested and received the approval of the STATE OF NEW JERSEY, DEPARTMENT OF THE TREASURY (the "State") to operate a full service cafeteria facility on the property located at: The DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT (DLWD), 1 JOHN FITCH WAY, TRENTON, NJ 08625 (the "Facility"); and

WHEREAS, the above State entities have designated a State Contract Manager; and

WHEREAS, CBVI has determined that the Facility meets the criteria of a satisfactory site as defined in 34 CFR 395.1; and

WHEREAS, CBVI intends to enter into a licensing agreement with a pre-qualified operator under N.J.S.A. 30:6-15.1 to operate the Cafeteria who, when selected, will be the designated "Operator" herein; and

Now, therefore, in consideration of the mutual promises made herein and intending to be legally bound, the parties agree as follows:

I. GENERAL CAFETERIA OPERATING REQUIREMENTS

1. Daily food service shall be available Monday through Friday, except on State Holidays, from 7:00AM to 4:00PM (these hours and days may vary under emergency circumstances). The Operator shall offer full food service between the hours of 7:00AM through 3:00PM and a snack, "grab-n-go" menu and drinks through 4:00PM.

A) At a minimum cafeteria serving hours are as follows:

- Breakfast: 3 ½ hours during the period of 7:00AM-10:30AM
- Lunch: 3 ½ hours during the period of 11:30AM-3:00PM

B) The following holidays will be observed:

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

2. These recognized holidays are subject to change. Should a holiday fall on a weekend, the day designated by the State shall be recognized as the holiday. The cafeteria may also be closed due to inclement weather, power outages, or other emergencies. The cafeteria may also be closed for budget purposes such as State mandated furloughs.
3. All meals shall be served on a self-busing basis and the Operator shall post signs requesting that patrons of the cafeteria observe the basic courtesies of convenience dining. All signs shall be pre-approved by the State Contract Manager prior to posting as well as the location where they are posted.

The Operator shall ensure that follow-up cleaning is provided particularly during peak hours of breakfast and lunch in the dining and serving areas to include wiping tables; removing refuse and debris from tables, floors, chairs, counter surfaces, salad bar, drink areas, etc. for proper disposal. The Operator is responsible to change out and remove trash bags as needed during the day. All garbage must be removed from the facility and deposited in appropriate refuse containers as noted in Section II Item 3.

4. The Operator shall employ a sufficient number of staff to provide prompt and courteous service and a minimum of waiting time for patrons.
5. The Operator shall provide serving lines for grilled items, deli style sandwiches and hot entrees. Drinks, grab-n-go items and salad bar do not require serving lines. The Operator may not discontinue any serving line items without approval of the State Contract Manager.
6. The Operator shall use a variety of standard recipes for menu items using quality ingredients, and offer daily specials, some ethnic food group items and vegetarian dishes. Further, upon request, the operator shall provide food items consistent with religious tenent when feasible.

7. It is CBVI policy to suggest that the Operator provide four (4) oz. of meat or protein salad on their made to order sandwiches and two (2) oz. of cheese if less is not specified by the customer.
8. The Operator shall provide the same food product grades offered by commercial restaurant establishments. For example:
 - Eggs: USDA Grade A, XL or LG
 - Dairy - Industry standard as a minimum
 - Meat Products: USDA Grade Choice as a minimum

9. The Operator shall provide and maintain menu boards at prominent locations in the cafeteria listing items for sale. Current pricing shall be posted not including sales tax. Sales tax shall not be charged when a State voucher is submitted to the Operator for payment of food sales (catered events, coffee set-ups, etc).

Weekly menu offerings shall be printed, publicly posted and made available at the cafeteria at all times. Weekly menu offerings shall also be uploaded to DLWD's website "Inform" as directed by the State Contract Manager.

10. The Operator shall not have exclusive rights to catering within the DLWD Building but will be given consideration to provide catering service throughout the building. The Operator shall prepare and maintain a list of available products and services, with prices for any catering that may be required. All catering carts shall be equipped with non-marring wheels.

The Operator shall be responsible for the clean-up of the catered area to include the damp wiping of tables and removing trash. All furniture shall be protected from spills by using surface pads or other suitable forms of protection

11. Meetings shall be held a minimum of once each month among the Operator, representative(s) of CBVI and the State Contract Manager. The purpose of the meetings will be discussion and resolution of menu offerings, price adjustments, customer complaints or suggestions or any other matter the State Contract Manager may have.
12. The State will provide cards and a locked box for collection of customer comments regarding food appearance, taste portion, size, service, etc. The comments received will be discussed at the monthly meetings.
13. CBVI and the Operator shall operate the Facility in compliance with all applicable health, sanitation and building codes or ordinances. The Operator will be subject to unscheduled health and sanitation inspections as noted in Section VI Item 5.
14. The Operator shall maintain an adequate inventory of quality paper napkins, plastic utensils, various plates, carry out containers and condiments to service customers at the facility.

II. JANITORIAL AND TRASH REMOVAL

1. The Operator shall provide all janitorial supplies, chemicals, equipment and cleaning services to ensure cleanliness of areas including equipment, floors, kitchen tile, walls, etc. The food preparation/serving areas shall be cleaned in accordance with Chapter 24 of the NJ State Sanitary Code. The dining area shall be cleaned in accordance with Appendix A-Janitorial Task Frequency List.
2. The State shall be responsible for the periodic maintenance and replacement of the tables, chairs, windows and window treatments in the dining area.
3. The Operator shall remove all trash, garbage and debris on a daily basis. The Operator shall be responsible for separating and placing trash and recyclable materials in the appropriate container/dumpsters on a daily basis.
4. The State shall provide for the cost of trash removal from the building. The Operator shall provide for the proper removal of all grease and cooking oils or any other fluid used in the cooking/preparation of food.
5. The Operator must supply leak proof, enclosed carts or containers to transport trash from the cafeteria to the loading dock area. All trash must be transported through pre-approved routes by the State Contract Manager as not to cause any inconvenience.

III. PRICING OF MERCHANDISE TO BE SOLD

1. In accordance with the New Jersey Administrative Code Title 10 of Human Services Chapter 97, The Business Enterprise Program of the New Jersey Commission for the Blind and Visually Impaired (CBVI): 10:97 - 4.12,
 - a. Pricing shall be set by the Operator in consultation with the cafeteria's CBVI representative.
 - b. The retail price of food/beverages sold at the facility shall not exceed the general price pattern prevailing in other CBVI managed State cafeterias in the downtown Trenton complex.
2. The Operator shall be responsible for the collection, security and accounting of all receipts from food service operations.
3. The Operator shall report the total number of cash register rings recorded daily, in a monthly report to the State Contract Manager. The report will include each day of the month being reported showing that specific day's total number of cash register rings.

IV. THE TYPES OF ARTICLES TO BE SOLD AND SERVICES TO BE OFFERED.

1. Cafeteria

Representations from all food groups shall be served and shall include but not be limited to the items listed herein:

Breakfast Items:

Assorted eggs and omelets
Home fries/hash browns
French toast, pancakes, waffles
Breakfast meats
Breakfast sandwiches
Hot and cold cereals
Hot coffee, hot chocolate & hot and iced teas
Juices/Milk items
A variety of breads, bagels, rolls, muffins and donuts
Fresh fruit

Lunch Items:

A variety of luncheon meats/cheeses/salads/ cold sandwiches
Grilled sandwiches
A variety of breads, rolls and wraps
French fries and fried entrees
Hot sandwiches
Panini sandwiches
Daily hot entrees and sides
Hot vegetarian entrees
Salad bar
Prepackaged salads/sandwiches
Fresh fruit and dessert items
A variety of bottled soft drinks and fountain soda
Milk items and Bottled water
Yogurt
Hot Coffee, hot chocolate hot and iced teas

2. Items that may not be sold by the cafeteria

Canned soft drinks, candy, gum, pretzels, chips, crackers, packaged cookies, Tasty Cakes, nuts, dried fruit, tobacco products, over the counter drugs (aspirin, cough drops etc.), newspapers and convenience items.

The Operator may offer bottled beverages and offer bags of chips or crackers if included in the price of a meal as a matter of convenience to customers of the cafeteria.

V. FUTURE EQUIPMENT

CBVI shall install the following equipment in the facility beginning immediately after the State signs this agreement.

- 1- Taylor soft ice cream dispensing machine

VI. GENERAL TERMS AND SPECIAL FEATURES:

1. The Operator shall have undergone a pre-qualifying process to include a CBVI managerial staff interview and a peer interview to verify the candidate's ability to excel as the Facility's Operator and shall have been chosen in accordance with the applicable provisions of N.J.S.A. 30:6-15.1 and N.J.A.C. 10:97-1.1 et seq. CBVI's standard process in bidding out the location shall have been utilized to identify candidates in the program who have the background and experience to staff and manage the cafeteria.
2. If it becomes necessary for CBVI to substitute the Operator or key personnel, CBVI must forward a request to substitute staff to the State Contract Manager.
3. The State shall have the right to use the dining room in the cafeteria for activities unrelated to food service at its discretion. The Operator shall be given 24 hour notice of such events.
4. The State shall provide for all exterminating services as needed.
5. The Operator shall comply with all sanitation and health code regulations set forth in Chapter 24 of the New Jersey State Sanitary Code. The premises shall be available for health inspections as required. Satisfactory certification of compliance is required and must be conspicuously posted near the public entrance to the cafeteria.

The food handlers must conform to all sanitary regulations governing food handling and preparation, including but not limited to wearing of hair nets and gloves.

6. The Operator and all employees shall comply with all security requirements. The Operator shall follow all instructions for obtaining a criminal history record background check at www.njsp.org/about/serv_chrc.html. The Operator shall not permit any newly hired, rehired or transferred employee to work in any State facility until the results of the criminal history record background check have been returned to the Operator. The Operator shall review the results of that criminal history record background check prior to assigning personnel. The Operator shall be responsible for payment of any charges associated with background checks.
7. The Operator shall provide all employees with photo identification badges. The photo identification badge must be displayed by the employee at all times while assigned to the DLWD Building. The Operator shall provide all employees with a uniform. The Operator and all employees shall wear a uniform that clearly identifies them as cafeteria staff.
8. The State does not guarantee parking for the Operator or employees.

9. The Operator shall inform all delivery vendors of the loading dock height restriction of 11'6". All deliveries shall be scheduled as not to interfere with facility parking.

VII. FACILITY AND EQUIPMENT MAINTENANCE REQUIREMENTS

1. CBVI shall replace and/or repair existing equipment as needed to operate the kitchen and serving areas properly. Replacement equipment must be equal to or exceed the quality of the equipment currently in place.
2. CBVI shall make every effort to purchase energy efficient equipment for the cafeteria and to direct the Operator to use the equipment in the most efficient manner using conservation techniques as part of the cafeteria's operational procedure.
3. The Operator shall be responsible for maintaining all fixtures and equipment in proper working order and condition, and provide for repairs as soon as possible. CBVI shall replace unserviceable and/or inoperable equipment when said equipment is deemed no longer serviceable by the CBVI's Field Representative.
4. The Operator shall bear all costs and fees associated with the preventive maintenance, cleaning and repairs of the exhaust hood and hood fire suppression system as noted below:
 - The Operator is responsible for the cleaning of all hood filters every thirty (30) days. Filters shall be cleaned off site.
 - The Operator at its own expense, shall engage a professional service to complete the cleaning of the hood exhaust system including ducting, top to bottom, as required, or at least annually. The Operator shall provide copies of the service receipts to the State Contract Manager.
 - Daily degreasing and cleaning of the kitchen exhaust hood including all surfaces, lighting and fire suppression equipment. Professionally clean this equipment quarterly.
 - The Operator shall provide for the inspection maintenance, testing and recharging of the ansol wet chemical kitchen range hood fire suppression systems. All work shall be performed in accordance with the following:

All standard parts related to annual testing and semiannual inspection shall be included as part of the base testing and inspection. This includes, but is not limited to fusible links, seals, safety pins and tags. The work to be performed shall be in compliance with the New Jersey Uniform Construction Code, Reference the 2000 International Mechanical Code, 2000 Plumbing Code and 1993 edition, the NFPA Standard #13, 1994 edition, and the NFP Standard #72, 1993 edition, as referenced by the New Jersey Uniform Fire Code Compliance with the New Jersey Uniform Fire Code is subject to inspection by the New Jersey Department of Community Affairs, Division of Fire Safety and/or the Department of Treasury, Division of Property Management and

Construction's Bureau of Special Services. Spare cylinders shall be provided while any State cylinders are out of service for testing or recharge. These State cylinders shall be returned to the State.

Service areas covered under this agreement are the responsibility of the State.

6. The Operator shall provide for the maintenance, repairs and cleaning of all kitchen areas, serving equipment, storage areas and refrigerated and non-refrigerated cases. Cleaning shall include tiled floors, walls, cabinets and food prep surfaces in the kitchen and serving areas.
7. The Operator shall provide for the maintenance, repairs and cleaning of all kitchen and serving equipment whether or not attached to the property, including but not limited to stoves, fryers, ovens, steamers, kettles, mixers, ventilation hoods, dishwashers, pot washers, steam tables, lowerators, faucets and electrical work and refrigeration (including but not limited to compressors and motors). Electrical and plumbing facilities are the responsibility of the Operator only from the point of utility connection to the equipment it serves.

In an emergency, at the direction of the State Contract Manager, State employees and/or tradesmen may be able to assist CBVI with emergency repairs. CBVI shall reimburse the State for such services at current hourly trade contract rates or gross hourly wages & benefits of the State employee.

8. The Operator must ensure that all drains, including floor drains and traps, remain free flowing and clear of debris. The Operator is responsible for maintaining the trap, which includes the piping between the appliance and/or fixture and the trap. Quarterly, the Operator at its own expense shall engage a professional service to perform preventive maintenance on the grease trap(s). The Operator shall employ a professional service to remove any debris from clogged drains. The Operator shall inform the State Contract Manager of any outside contractor performing preventive maintenance and nonscheduled work prior to the performance of the service. Upon completion of the work, the Operator shall provide copies of all service receipts to the State Contract Manager.
9. CBVI and/or the Operator shall furnish and maintain all office equipment supplied to the cafeteria for use by the Operator.
10. The State shall supply all dining room auxiliary (TRASH AND RECYCLING RECEPTACLES) equipment; provide adequate toilet facilities for the Operator's employees; an office with a desk, chair, table and filing cabinet for exclusive use by the Operator or designated manager and heat, refrigeration (walk-ins) and utilities as may be required for the efficient performance and operation of the cafeteria facilities.

VIII. OTHER TERMS AND CONDITIONS:

1. Both parties must comply with the Code of Federal Regulations Title 34 Part 395.35.
2. The Agreement issued hereby is issued for an indefinite period of time subject to suspension or termination for noncompliance by either party with any of the agreed upon terms and conditions of the permit or with good cause. By mutual agreement either CBVI or the Director of Purchase and Property may terminate the agreement within sixty (60) days after prior written notice of the intended termination, which shall be delineated on supporting documents to the other party. Both parties must comply with all the regulations issued in Title VI of the Civil Rights Act of 1964.
3. No charge shall be made to CBVI for normal cleaning, maintenance, and repair of the Facility or the building structure in and adjacent to the Facility.
4. If the State Contract Manager determines that the Operator has failed to perform the terms of this Agreement and is unable to resolve that failure with the Operator, a formal complaint will be filed with the Contract Compliance & Administration Unit in the Division of Purchase & Property, Department of the Treasury.
5. In the event that this agreement is terminated and a new contract has not been awarded prior to cancellation, it shall be incumbent upon CBVI to continue to provide service under the same terms and conditions until a new contract can be completely operational for a period not to extend past one-hundred eighty(180)days.

IN WITNESS WHEREOF, the Parties have executed this Agreement on

the _____ day of June, 2009.

Approving Official
Department of Labor and
Workforce Development

By: Sean M. Krasner

Title: Chief Financial Officer

Date: 6/12/09

Approving SLA Official
Commission for the Blind and
Visually Impaired

By: [Signature]

Title: Executive Director

Date: 6/25/09

Approving Purchasing Official
Department of the Treasury,
Purchase and Property

By: Mark Hall

Title: Acting Director

Date: 7/2/09

Approving Property Official
Department of the Treasury
Property Management and
Construction

By: [Signature]

Title: Director

Date: 6/22/09

APPENDIX A- JANITORIAL TASK FREQUENCY LIST (DWLD CAFETERIA)

A. DAILY

- 1) Scour and scrub sinks with disinfectant cleanser. Scrub counter tops with disinfectant cleaner.
- 2) Thoroughly clean all grills, vents, fans, fire suppression equipment and cooking areas to remove grease. Clean all areas of the food preparation and serving areas with a disinfectant cleaner.
disinfectant cleaner. Spot scrub any stains or marks. Clean out any clogged drains. Clean floor mats.
- 4) Vacuum and spot clean all carpets and mats. Spot clean any stains on all of the above which may require some shampooing.
- 5) Damp wipe and spot clean the walls, cabinets, exterior appliances, exterior and interior of refrigerated and non-refrigerated cases. Damp wipe all horizontal surfaces, ledges and windowsills. Dust and clean all glass, mirror, metal surfaces and railing.
- 6) Remove all trash from trash receptacles. Damp wipe all wastebaskets and receptacles and then replace liners with proper thickness of liner to hold the maximum quantity of weight and moisture for the container. Wash trash receptacles as needed to ensure no odor and a clean appearance. No trash shall sit overnight in the Cafeteria.
- 7) Recycle materials shall be placed in separate hampers. Recycling receptacles are to be washed as needed to ensure no odor and a clean appearance. Hampers and bins must be placed in the designated area at the end of each day.
- 8) Damp wipe, spot clean and sanitize all dining tables and chairs.
- 9) Operator shall change burned out light bulbs in food service equipment every day as needed and notify the State Contract Manager of all other bulbs requiring replacement.
- 10) Clean and remove all dirt and streaks by spray wiping interior glass surfaces including entrance doors, windows and mirrors.

B. MONTHLY

- 1) Detail clean floor drains. Remove drain cover, clean strainer with disinfectant cleaner.
- 2) Exchange and clean box filters for kitchen exhaust hood system. Filters are to be removed from premises for cleaning.

C. QUARTERLY

- 1) Professionally clean kitchen exhaust hood, lighting and fire suppression equipment.