



RFP # 1718-15
FOOD SERVICE OPERATIONS
AT
FULLERTON COLLEGE

RFP DUE DATE:

February 15, 2018 @ 2:00 p.m.

REQUEST FOR CLARIFICATION:

February 2, 2018 @ 2:00 p.m.

PRE-BID MANDATORY CONFERENCE:

January 18, 2018 @ 10:00 a.m.



NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

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NOTICE INVITING PROPOSALS FOR FOOD SERVICE OPERATIONS

The **North Orange County Community College District**, 1830 W. Romneya Drive, Anaheim, California, 92801 is hereby soliciting proposals for services in accordance with the applicable specifications:

RFP#1718-15
Food Service Operations
Fullerton College

Firms are invited to submit proposals for Food Service Operations at Fullerton College. Proposals shall be made in the format described in the RFP. The RFP document and Amendments, if any, can be obtained free of charge by following the instructions at <https://www.nocccd.edu/vendors-and-contractors-289/2422/bid-and-proposal-opportunities> . Interested firms can also contact Danny Tran at (714) 808-4772 for assistance.

Sealed proposals will be received at the office of the District Director, Purchasing, NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, 1830 W. Romneya Drive, Anaheim, CA 92801 until **February 15, 2018 at 2:00 p.m.** Any proposals received after the time specified in this notice shall be returned unopened.

No proposals received and read by the District may be withdrawn for a period of ninety (90) days after date of opening thereof.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities that may be legally waived. Advertise: January 8 and January 15, 2018.

BOARD OF TRUSTEES
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: Jenney Ho
District Director, Purchasing

Contacts/Project Identification

Owner: North Orange County Community College District
1830 W. Romneya Drive
Anaheim, CA 92801

Owners Representative: Rodrigo Garcia
Vice President, Administrative Services
321 E Chapman Avenue
Fullerton, CA 92832

Contact Administrator: Jenney Ho
District Director, Purchasing
jho@nocccd.edu
1830 W Romneya Drive
Anaheim, CA 92801

Site Location: Fullerton College
321 E Chapman Avenue
Fullerton, CA 92832

Contractor: To be identified in the Agreement as the party
Selected to perform the Work of the Contract.

NOTE: Inquiries during the RFP process shall be directed to the District's Purchasing Representative. All questions must be e-mailed to the District's Purchasing Office Attention: Jenney Ho (jho@nocccd.edu). The deadline to submit questions is 2:00 p.m., on February 2, 2018. Written response(s) may be issued as Amendments to the Documents. Do not direct questions to any other person associated with the project. Such action will only slow the District's ability to responds to your inquiry

SCHEDULE OF EVENTS

| | |
|---|--|
| Advertisement | January 8 & 15, 2018 |
| Mandatory Pre-Conference Meeting | January 18, 2018, at 10:00 a.m. at Fullerton College, Staff Lounge, Room 215, 321 E. Chapman Ave. Fullerton, CA 92832 |
| Questions Due | February 2, 2018 |
| Proposal Due Day & Time | February 15, 2018, at 2:00 p.m. |
| Award and Notification to Successful Contractor, no later than | March 30, 2018 |
| Contract Date and Commencement of Services | July 1, 2018 |

Mail Proposal or Hand Carry To:

Jenney Ho, District Director of Purchasing
North Orange County Community College District
1830 W. Romneya Drive, 8th Floor, Anaheim, CA 92801
Telephone: (714) 808 – 4776

Under no circumstances will any proposal be accepted or considered after the appointed hour. The method of delivery is the responsibility of the Contractor. No details of the proposal will be divulged at the time of opening. All proposals shall be guaranteed for an acceptance period of at least 90 days after the proposal opening date.

I. INTRODUCTION

A. About the District

Two of the state's premiere colleges and most extensive continuing education program combine to provide the quality educational programming of the North Orange County Community College District (NOCCCD). Nearly 90,000 students enroll each term at Cypress College, Fullerton College, and the North Orange Continuing Education. College students are able to share their futures in programs leading to associate degrees, vocational certificates, and transfer opportunities.

The District encompasses approximately 155 square miles. Boundaries extend to the Riverside County line on the east and the Los Angeles County line on the west and north. A portion of Los Angeles County, on the north and west boundary, is included in the District's service area.

B. Food Services Overview

The NOCCCD is seeking proposals from qualified food service vendors (“Contractors”) who will provide made-to-order sandwiches, salads, campus catering, soups and other grab and go foods including healthy options for Fullerton College. A majority of our students’ courses are held Monday through Thursday. There may also be a need for Contractor to provide services during evenings. A successful bid will include three key elements:

1. A proven track record of providing quality food service in a high-energy, high volume environment;
2. The ability to provide a variety of grab and go foods including healthy food at reasonable prices; and
3. A commitment to sustainable practices.

C. Current Food Service Operations

The District currently holds food service contracts with Sodexo. Sodexo offers a comprehensive food service in the Cafeteria and Stinger’s Cafe.

The contract between the District and Sodexo will terminate upon the implementation of food service operations by this contractor in June 2018.

Gross Sales for Fullerton College for 2014-15 were \$2,001,396.
Gross Sales for Fullerton College for 2015-16 were \$2,066,501.
Gross Sales for Fullerton College for 2016-17 were \$2,098,552.

Current Commission Rates:

| Sales: | Rate: |
|---------------------------|-------|
| \$0 - \$1,000,000 | 0% |
| \$1,000,001 – \$1,500,000 | 5% |
| \$1,500,001 – \$2,000,000 | 7% |
| \$2,000,001 and up | 10% |

D. Demographics

FALL 2017 TOTAL ENROLLMENT
Total Enrollment 24,647

| <u>Male</u> | <u>Female</u> |
|-------------|---------------|
| 12,792 | 11,855 |

| <u>Under 20</u> | <u>20-30</u> | <u>30+</u> |
|-----------------|--------------|------------|
| 7,868 | 13,928 | 2,851 |

Ethnicity

| | |
|------------------|-----|
| African-American | 4% |
| Native American | 1% |
| Asian | 14% |
| Filipino | 3% |
| Hispanic | 57% |
| Other Non-White | 1% |
| Unknown | 1% |
| White | 19% |

Units Enrolled

| | |
|-------------|-----|
| 0.1 – 2.9 | 4% |
| 3.0 – 5.9 | 23% |
| 6.0 – 8.9 | 20% |
| 9.0 – 11.9 | 18% |
| 12.0 – 14.9 | 26% |
| 15 or more | 9% |

1. The current fall 2017 full-time College faculty and staff number approximately is 622. The college also employs approximately 500 part-time faculty and many other hourly employees.
2. This RFP does not include vending services, sales of product in the College bookstore, or catering for rentals. The College retains the right to contract for vending services, sell snack and beverage items in the bookstore and hold non-recurring fund raising events, and other Associated Students events on campus. The College retains the right to use the facilities other than the kitchens.
3. Contractor is to maintain services for all days the College is operating, with or without students. The minimum hours during regular operations are to be 6:45 a.m. through 9:00 p.m. Monday – Thursday, 7:00 a.m. through 2:00 p.m. Friday and Saturday. Contractor and College must mutually agree upon hours during summer session and non-academic periods. The Contractor must supervise the facilities during all open hours.

Current Hours of Operations:

| | Food Court | Stinger's Cafe |
|--------------------------|------------------------|------------------------|
| Monday – Thursday | 7:00 a.m. to 8:00 p.m. | 6:45 a.m. to 9:00 p.m. |
| Friday | 7:00 a.m. to 2:00 p.m. | Closed |
| Saturday | 8:00 a.m. to 1:00 p.m. | Closed |

- 4. The Contractor shall be solely liable for any monies or product loss resulting from theft, vandalism, neglect or inattention. The College is entitled to full payment of its commissions for all lost or stolen items.
- 5. The Contractor shall conduct a continuing program of inquiry into student preferences and attitudes toward the food services and shall be responsible to students' reasonable requests for changes. Including but not limited to, a customer satisfaction survey form and Comment Cards are to be made available and used for this purpose. Results are to be tabulated and shared with the College Representative no less than once each semester.

II. CONTRACT TERMS

A. Food Services Center Operation

The Contractor will be responsible for providing all labor, and management. The Contractor will also be responsible for all supplies, materials, and equipment beyond that included in the Cafeteria that is necessary to provide food services at Fullerton College.

The successful Contractor will provide beverages, sandwiches, pastries and other pre-prepared foods. Contractor may use the campus center kitchen facilities to prepare food sold.

The Contractor will be expected to participate in the college community by interacting with the District staff/students at regular meetings; remaining responsive to the suggestions, concerns and changing needs of the students and staff; promoting healthful eating habits; employing environmentally sound practices; providing a good working environment; and, cooperatively coexisting with the vending services.

Our students and staff require quality food at reasonable and affordable prices. The students and staff desire food that is quick to eat, in the grab-n-go category as well as a variety of healthy foods including organics, low fat and vegetarian options. As previously noted, the diversity of students on campus speaks to the need to offer an array of choices. Proposals should include a plan that primarily meets the food needs of students as the number one priority. Sustainability is a core value at Fullerton College, and it is necessary that a food service contractor support this value by emphasizing green business practices and offering organic and healthy choices in its menu plan.

B. Contractor's Responsibilities

1. Cost of Operation
2. Food products, kitchen, and server supplies.
3. Taxes, insurance, and labor including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance.
4. All uniforms, linens, towels, and laundry service.
5. Paper goods and utensils.
6. Routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls.
7. Business operation expenses including Data, Telephone, and Copier and all office supplies.
8. Transportation and vehicle costs required for food service operation.
9. Any costs associated with facility improvements or electrical upgrades required for additional Contractor provided equipment.
10. Any replacement of District-furnished or District-supplied equipment intentionally damaged or destroyed by Contractor and/or its employees.

C. Beverage Service

No alcoholic beverages shall be kept, sold, served, or consumed upon premises of Fullerton College.

D. Menu Specifications

1. For each food service concept being proposed for the various serving stations, the Contractor shall include a proposed product mix, menu including retail prices, and minimum food specifications.
2. Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity.
3. Weekly menus will be prominently posted in the kitchens and in the dining rooms and made available to the College for posting at least one week in advance.
4. The College reserves the right to have an exclusive contract with Pepsi or Coke. The College reserves the right to periodically review all invoices to ensure the contract specifications are being met. All deviations must be approved by the College prior to purchases.
5. The College reserves the right to have an exclusive contract with Pepsi or Coke.
6. The Contractor agrees to help facilitate the campus's Healthy Campus Initiative program.
7. The Contractor agrees that no intoxicating or alcoholic beverages shall be kept, sold, or served upon the College premises (except amounts required for food preparation, i.e. cooking wine).
8. Contractor agrees that no chewing gum will be sold.

E. Sanitation

1. The utmost importance is placed on proper sanitation standards. The Orange County Department of Health regulations for food service establishments must be maintained at all times. A copy of all Health Department inspection reports must be provided to the College Representative immediately following their receipt by the Contractor. All compliance issues must be met.
2. The kitchen will be kept immaculate. Kitchen includes serving area and cashier stations up to security screen. The floors will be kept clean throughout the day and there will be no trash such as cardboard boxes, towels, books, etc. lying on top of, alongside, or underneath refrigerators, range shelves or dish tables. The Contractor will flatten and set aside all cardboard into designated area. Hire outside contractor to pick up at least twice a week. The Contractor will also place all trash in trash compactor. The Contractor shall contact waste hauler to remove compacted trash. The Contractor will maintain and repair trash compactor.
3. The kitchen pot room and dish room will be cleaned and sanitized, with little or no excess water spills on the floor. The trash cans in the kitchen will all be lined wherever possible with plastic liners; none will be overflowing, and all will be emptied at the end of each day. Organics recycling program must be implemented and maintained in full compliance with AB 1826, Commercial Organics Recycling. All costs associated with the program shall be paid for by the contractor.

4. The rest rooms in the kitchen will be kept in immaculate condition and must meet code requirements.
5. The receiving dock will be clean, sanitary and will be free from flies. The dock will not be used for storage of any kind, as it is in public view.
6. All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil and dated in compliance with applicable code. Floors must be kept clean and free of any food or liquids.
7. Walls, ceilings, windows, ducts, fan blades and screens will be kept clean and free from dirt, dust and grease.
8. Floors will be cleaned and sanitized by washing and mopping. Dry sweeping is prohibited.
9. Steam tables, coffee urns, griddles, condiment tables, etc., will be cleaned at least daily.
10. Kitchen tables, meat grinders, knives, etc. will be cleaned and sanitized after each use.
11. Beverage counters, salad bars and other surfaces will be constantly wiped and kept in spotless condition throughout the day.
12. Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at least once a day at the close of business, and shall be free from encrusted grease deposits and other soil.
13. Contractor to keep dining areas, inside and out, clean throughout the day. This includes trash removal, wiping tables, chairs, microwaves, trashcans. spot mopping floors and promptly cleaning up any spills or food items that spilled, etc. Walls, columns and windows shall be cleaned if soiled. Contractor shall perform a thorough detailed cleaning at the end of each day, which shall include cleaning all tables, spot cleaning chairs, mopping floors and under table supports, although care must be exercised when moving tables and chairs to ensure floor is not damaged. Organics recycling program must be implemented and maintained in full compliance with AB 1826, Commercial Organics Recycling. All costs associated with the program shall be paid for by the contractor.
14. Contractor, at its cost, will ensure that a vendor is secured for a monthly service to handle all grease rendering removal/clean up and reports are forwarded to the College Maintenance and Operations for inclusion in annual AB75 State recycling report.
15. The Contractor will prevent excess grease from entering sinks and plumbing by keeping an inspection schedule. The contractor will also be required, at its cost, to pump the kitchen grease from grease traps as needed, but no less than annually.
16. The Contractor will assume full monetary responsibility for cleaning of vent ducts in food preparation areas.
17. The Contractor will assume full monetary responsibility for trash collection and recycling, to include cardboard collection, at food preparation sites.
18. The Contractor will assume full monetary responsibility for pest control services in all food service areas.
19. The Contractor will be responsible for daily (and throughout the day) housekeeping, cleaning, sanitation and cleaning supplies for all food service facilities and equipment used by the Contractor. All areas must be maintained to College standards.
20. Contractor is responsible clearing all sewer stoppages in a timely manner, unless such stoppage is the result of a damaged, collapsed or otherwise inoperable sewer line. Contractor is also responsible for minor fixture repairs, including faucets, spigots or other sink and basin components, repair and maintenance of exhaust fans, fire extinguishing

equipment, cooking and food preparation equipment.

21. Contractor shall provide proof of all maintenance as required in this section. If not, the College will provide necessary services and Contractor agrees to reimburse College for all costs plus 29.5% administrative overhead. Contractor also understands that failure to comply with any part of the contract shall be cause for termination.

F. Catering

1. Catering College functions supports the operations. The College desires an excellent reputation for catering. The Contractor must demonstrate the knowledge, experience and capability necessary to earn that reputation. Any catering is to be done in a professional manner. Catering services will be competitive, accessible and affordable to a wide range of College consumers.
2. The Contractor shall submit a sample catering catalog or guide, including selections, procedures and prices with the proposal. A final catering menu must be submitted to the College within thirty (30) days of the contract award for approval.
3. Changes to Catering menus, portions and prices must be approved by the College for all such services offered. Contractor will have the first right of refusal for catering and must provide a sign-off form for those cases where price/service cannot be matched from an outside source and/or Contractor chooses not to provide the service. Requests must be processed within three (3) days of submission or the Contractor forfeits any rights for the request.
4. The Contractor will be expected to utilize the College Master Calendar System to coordinate all special food events (catering, conferences, etc.).
5. The Contractor shall provide an amount of free catering services to the Office of the President in an amount not to exceed \$10,000 retail price for a minimum of two all staff events per year. This amount will increase each year of the contract by the same percentage as the average increase to the catering menu.

G. Personnel

1. Assignment of management personnel must be approved by the College Representative and no changes in management personnel will be made without the prior consultation and consent. Management Personnel are defined as the Director of Food Services, Assistant Director of Food Services, Catering Director and Executive Chef.
2. The College reserves the right to participate in the annual review and evaluation of management personnel.
3. The Contractor will not discriminate against any employee or applicant for employment and because of race, creed, color, age, sex or national origin, and will make a diligent and continuing effort to ensure that they are afforded equal employment without discrimination. All solicitations or advertisements for employees placed by or on behalf of the Contractor will state that all qualified applicants will be afforded equal employment opportunities without discrimination. The Contractor shall make every effort to hire Fullerton College students whenever possible.
4. The Contractor will assume full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions or any other Social Security legislation for

all its employees engaged in the performance of the agreement as a direct cost to the operation.

5. The Contractor's employees will strictly adhere to College regulations regarding personal behavior.
6. The Contractor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel substitute for absent regular employees.
7. Students employed by the Contractor will be paid at least the prevailing Federal minimum wage. The College shall have the right to limit the number of hours each student may work, the nature of the work performed, and other conditions of employment that the College deems appropriate. The Contractor will provide annual data on number of students employed.
8. The Contractor shall secure worker's compensation insurance for the benefit of each of the persons employed by it in the operation of the food service program and keep said insurance during the term of this contract.
9. The Contractor must schedule and conduct an on-going employee training program which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation. All training programs shall be submitted to the College Representative for prior review and approval.

H. Nutrition & Communication

Contractor will disseminate information and feature displays to educate its customers on healthy eating habits, e.g., nutritional requirements, nutritional content of foods served, descriptive packaging and labeling of food products, etc.

I. Environmental Sound Practices

Contractor agrees to employ environmentally sound business practices. It will further the District's efforts around recycling, composting, and water and utility conservation. In consideration of the environment, the District supports and in fact is mandated by the state to cut wastes and comply with recycling efforts.

J. Opportunity to Bid

The Contractor shall be given the opportunity to bid on catered college-sponsored events. The Contractor should be in an enviable position for gaining catering business and will promote the food service business at large, if catering is executed to high levels of professionalism and culinary taste and presentation. The District, as represented by official student clubs, student government, and college activities, reserves the right to hold food sale fundraisers.

K. Financial Information and Accounting

1. On a monthly basis, the Contractor shall submit a financial report showing all income and expenses (detailed operating statement covering its sales, food costs, labor costs, direct costs and service management fee and include the year-to-date accounting information) and commissions owed to the College. The Contractor shall keep full and accurate

records and accounts in connection with food service. All such records shall be retained by the Contractor for a period of three years and may be audited by College officials or auditors at any time during working hours without prior notice. College commissions should clearly tie to the Contractor's income. Reports and commissions are due within twenty (20) calendar days after the close of each month.

2. On an annual basis, the Contractor shall notify the College Representative in writing on or before March 1, of any recommended change in menu and catering prices for the following academic year. All increases will be justified and limited to the amount of increase during the past twelve months of the Consumer Price Index. Proposed price changes will be supported by a market survey. Approval of such requests for increases will be at the sole discretion of the College.
3. The Contractor will be responsible for collection and payment of any required sales taxes.
4. The successful Contractor shall be required to submit a performance bond in the amount of \$100,000.
5. The Contractor will be responsible for repair and replacement of all equipment and smallwares as needed for a successful continued operation. At the end of the contract, all initial inventoried equipment must remain in the facility as it is property of the college.
6. The Contractor will assume full monetary responsibility for telecommunications services, both voice and data, local and long distance, equipment installation and monthly charges.
7. The Contractor agrees to meet at least once a semester with the College Representative/College Food Service Committee. The Contractor agrees to administering an annual customer satisfaction survey.
8. The Contractor will be responsible for the equipment and related charges for a dining access control system used in the food service program, including provision for declining balance accounts if one is utilized. How an integrated system may develop and what financial transactions may result has yet to be determined. The Contractor must be ready, willing and able to integrate with the College system when selected. Monetary responsibility for the integration will be arrived at through good faith negotiations at the appropriate time.
9. The Contractor will provide such vehicles as required for food service usage and will be responsible for all operating costs of such vehicles. All vehicles must be operated within College policies, rules and regulations.
10. The Contractor will procure and assume monetary responsibility for all food and food supplies under this agreement. The College is concerned that suppliers of food and food products to the Contractor maintain a high degree of quality, control and sanitation. The College reserves the right to inspect and approve suppliers utilized by the Contractor.
11. The Contractor will indemnify, hold harmless, and defend the College, its Board of Trustees and employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or work in connection with this agreement.
12. Contractor's employees at the College must comply with all College regulations and parking regulations and are subject to penalties for violations as prescribed. All employees of the Contractor who park on campus are required to purchase a parking permit. The Contractor agrees to pay for parking fines assessed to its employees, which go uncollected for a period greater than thirty (30) days.

13. The Contractor will maintain any required equipment inventory level at its expense. The Contractor shall be responsible for the purchase of any additional capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment. The Contractor will also maintain any necessary inventory of expendable equipment and small wares at its expense.
14. The Contractor must consult with and obtain permission from the College Representative prior to the disposition or declaration as surplus or removal from campus of any capital equipment owned by the College.
15. The Contractor shall be responsible for furnishing any necessary equipment and small wares for the improvement of the Annex location.
16. The College will provide all facilities for the use by the Contractor. Such facilities will include all kitchens, dining rooms, furnishings, adequate toilet facilities for the Contractor's employees and office space.
17. All utilities (electricity, natural gas, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the College. The College shall not guarantee, however, an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services.
18. The College expects a substantial minimum guarantee in any proposal, plus a significant percentage of sales as a return for use of college food service facilities. The College expects a minimum guarantee for Student Athletics, Associated Students, and Food Bank.

L. Contractor Evaluations and Self-Improvement

1. **Campus Food Service Committee Feedback.** Fullerton College Food Service Committee Campus Center Board will provide feedback about food services offered to meet the continuing needs of the College community and shall provide feedback to the District Administrator responsible for contract oversight and management.
2. **Attendance at Meetings.** The Contractor must participate in the College and/or District Committees and attend regular quarterly meetings of the Fullerton College Food Service Committee to hear suggestions and concerns regarding its service.
3. **Self-Improvement.** The Contractor shall conduct specific and continuing programs of inquiry and evaluation through campus meetings, student surveys, and "how did we do?" comment cards to determine the level of satisfaction of the students and the college community with the food services offered. The results of this inquiry and evaluation process shall be shared with the College and District Committees and the District contract administrator on a regular basis.

M. Licensing/Governmental Regulations

1. The Contractor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to personnel, food service operations and preparation, sanitation and maintenance of the kitchens, dining rooms, storage areas, clothing, etc.

- 2. It is expressly understood that the Contractor assumes sole responsibility of observance of, and complies with all provisions of Federal, State, and local laws governing or relating to the operation of food services.
- 3. Contractor shall comply with statutory language imposed by the California Office of Environmental Health Hazard Assessment related to the Safe Drinking Water and Toxic Enforcement Act of 1986.

N. Assignment

The Contractor shall not assign this contract or any part thereof without prior written consent of the District.

O. Legal Entity Change

Should a change be contemplated in the name or nature of the Contractor’s legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected in the contract documents.

P. Termination

- 1. The term of this contract will be for three (3) years, beginning approximately **July 1, 2018** with the option to renew for two (2) additional year one (1) year terms. For the initial term, Contractor shall have approximately 6 weeks to prepare the facilities and “tool up” with all required supplies, signage, etc. prior to actual commencement of operations in August 2018.

Q. Insurance Requirements

- 1. The Contractor must furnish the College, prior to the commencement of services at the College, an insurance certificate and endorsements evidencing that it maintains with a company, licensed to do business in the State of California, the following coverage:
 - a. Workers' Compensation: Statutory Limits
Employee Liability: \$1,000,000 each accident;
\$1,000,000 disease policy
\$1,000,000 disease each employee
 - b. Comprehensive General Liability with minimum limits of \$2,000,000 each occurrence and \$4,000,000 aggregate, including blanket contractual liability and products liability.
 - c. Combined single limit of \$1,000,000 for Automotive liability including non-owned and hired vehicle.
 - d. Any insurance proceeds available to the Contractor that are broader than or an excess of the specified limits of insurance shall

be available to the College.

2. Contractor agrees to provide and endorsement to this policy stating such insurance is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory.
3. Contractor agrees to name the North Orange County Community College District, Fullerton College, and its officers, agents, and employees as additional insured.
4. The certificate shall specify the date(s) when such insurance expires and shall further provide for thirty (30) days prior notification to the College of cancellation or material changes in coverage. Renewal certificates shall be in the College's possession prior to expiration dates of all policies noted therein.

R. Term, Renewal and Termination

1. The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Contractor shall be documented by the College and submitted to the Contractor for corrective action, review and file. Continued poor performance shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract.
2. In the event the Contractor shall fail to maintain and keep in force product liability insurance, commercial general liability insurance, property damage insurance and workers' compensation insurance, the College shall have the right to obtain the coverage and bill the Contractor.
3. Failure by the Contractor to maintain a satisfactory Health Department rating may be the cause for immediate termination.
4. This RFP, as may be amended by mutual agreement of the contracting parties, will be made part of the food management contract. The term of this contract shall be for the period of five (5) years. The contract may be terminated by either party by giving the other party not less than ninety (90) days written notice of the intention to terminate as of the date specified. If the contract is terminated by the College for any reason, prior to expiration of this term, the Contractor must continue the operation of the food services until a new contractor can be selected provided this period shall not exceed six (6) months.
5. Upon termination of this contract, the College and Contractor shall jointly conduct a physical inventory of all capital equipment and inspect the premises. At that time, the Contractor shall surrender the buildings and capital equipment in as good a condition as at the start of the contract, except for ordinary wear and tear and loss or damage by fire and other perils covered by insurance and acts of God, and theft by persons other than the employees of the Contractor without negligence on the part of it or its employees. Discrepancies shall be corrected at the Contractor's sole expense and replacement to be of a comparable quality with items in the original inventory.

S. Proof of Insurance

1. Proof of insurance shall be delivered to the Director of Purchasing prior to the contract start date.
2. Certificates and insurance policies shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”
3. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
4. Certificates of insurance shall clearly state that the District and its officers, agents, employees and servants are named as an additional insured under the policy described and that such insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District, or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall provide District with the endorsement to the policy that names District as additional insured.

T. Indemnification

Contractor shall indemnify, defend and hold harmless the North Orange County Community College District, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this contract.

U. Taxes

1. **Taxes.** The Contractor assumes complete liability for all taxes applicable to the operations, income and transactions of the Contractor. The District shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the contract or otherwise.

V. District Responsibilities

1. **Space and Facilities.** The District shall provide, as mutually agreed, the space and facilities reasonably required by the Contractor for the efficient operation of its food services, all of which shall be and remain the sole property of the District. The District shall provide all necessary keys to insure the Contractor’s supervisory personnel have adequate access to the food service and preparation areas. Notwithstanding any other provision herein, the contractor’s use of District property for the purposes described herein shall not be exclusive, and the agreement between District and the successful Contractor is not and shall not be construed as a lease of District real property.
2. **Administrative Liaison.** The District shall name an administrative liaison (Owners Representative) to function as the Contractor’s primary contact for daily operations. In

addition, the District shall designate one administrator who has final responsibility for administration of the contract and resolution of any disputes.

3. **District Inspection/Review.** The District reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service and facilities at any time with respect to the quantity, quality, grades and nutritional value of food proposed for purchase, the methods of service, the prices of menu offerings, the hours of service, and sanitation and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to the District. The District shall have input on the menu cycle and selection, both for the food service menu and the catering menu. We reserve the right to approve any changes in menu or schedule other than those mentioned in this contract.
4. **Audits.** The District reserves the right of authorized administrative services personnel, or authorized representatives thereof, to conduct unannounced audits of cash control procedures, and financial reporting practices of the Contractor.

III. PROPOSAL SUBMISSION INSTRUCTIONS

This solicitation does not commit North Orange County Community College District/Fullerton College (College) to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The College reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposal, if it is in the best interest of the College to do so.

Mandatory Pre-Conference Meeting: There will be a mandatory pre-conference meeting on **January 18, 2018 at 10:00 a.m. at Fullerton College, Staff Lounge, Room 215, 321 E Chapman Avenue, Fullerton, CA 92832** (A map of the campus showing parking spaces and facility locations is included in the Attachments) Attendance at the pre-conference is a prerequisite to having a proposal considered during the evaluation process. Contractors will be given a tour of all Food Service production facilities on the day of the conference. This will be the only opportunity for Contractors to visit the facilities. In the interest of fairness, visitation teams will be limited to three (3) persons.

Questions regarding the meaning or interpretation of the RFP, attachments, specifications, etc., shall be requested in writing and must be submitted **prior to** the mandatory Pre-Conference Meeting. Answers will be provided by an addendum to all prospective Contractors in attendance at the Pre-Conference Meeting. Direct questions or correspondence regarding the RFP, via email:

Jenney Ho, District Director of Purchasing
jho@noccd.edu

Visiting the campus unannounced is not recommended. Surprise visits to the facility or the offices of other College staff are not recommended.

WRITTEN QUESTIONS

Questions or comments regarding this RFP after the Pre-Conference Meeting must be put in writing and received by North Orange County Community College District no later than **February 2, 2018**. **Please be sure to reference the RFP # in all communications.**

A. Submission Terms

1. Proposals will be received for items specified herein or attached hereto under the terms and conditions of this proposal and general specifications attached.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
3. By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this document. No change or deviation from the terms set forth in this document is permitted without the prior approval of the District. If significant errors

or omissions are found in response to the requirements of the RFP, the proposal will be rejected.

4. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired.
5. Proposals must include all information requested at paragraphs 10.0 and 11.0 and meet all specifications and requirements. All proposals must be submitted in conformance with this RFP. Alternate proposals are unacceptable and, if submitted, may disqualify the Contractor at the District's sole discretion. Proposals will be evaluated based upon the information submitted and the quality of the service proposed.
6. Should any ambiguity or conflict in the RFP become apparent to any bidder prior to the mandatory Pre-Conference Meeting, the Contractor shall promptly apply to the College Representative for a written interpretation. The information given in response will be sent to all contractors in attendance at the meeting by a RFP addendum. Any addendum to the RFP will be issued in writing and must be acknowledged by the Contractor in their proposal. No oral statement, explanations or commitments made by anyone shall affect the RFP except when confirmed in writing by the District.
7. The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by the District.
8. No Contractor gratuities nor potential for College officials to benefit shall be offered or attempted to be applied in an effort to affect the evaluation process.
9. An oral presentation by one or more Contractors may be required after written proposals are received by the District. If the College requires such a presentation, the College Representative will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal submitted, its own qualifications for provided the services required and any other area of interest relative to its proposal.
10. The Contractor must, upon request of the District, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of the RFP. The Proposal must satisfy the District that the Contractor is able to meet the conditions of the agreement without subcontracting, or must include all subcontract arrangements. No subcontracting is permitted without the specific written approval of the District.
11. Each Contractor shall be fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the existing RFP. The failure or omission of a Contractor to be acquainted with existing conditions shall, in no way, relieve the Contractor of any obligation with respect to this RFP or to the contract.
12. The proposal must be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. All proposals received in response to the RFP will be opened publicly at the time and place specified in the schedule of key events. Any proposal received after the scheduled date and time will not be considered. Proposals submitted prior to the scheduled date will be held in the Purchasing Office until the due date.
 - 12.1 Eight (8) copies of the proposal, under seal, are required. Each copy of the proposal should be bound in a single volume; all material must be contained within. The Contractor is required to have typed on the envelope or wrapping containing the proposal, the following language:

13. A contract shall be awarded to the Contractor(s) whose proposal(s) is determined to be most advantageous to the District. The District will not accept any proposal based on price alone, but will make an award based on the evaluation of factors set forth herein. The District further reserves the right to reject any and all proposals, and the District will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of this RFP.
14. Contractors are cautioned that the District is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The District may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.

B. Scope of Work

1. The object of this RFP is to acquire a contract for all food service facilities owned or operated at Fullerton College which will provide to students, staff, faculty and guests a continuing food service operation wherein the quality, quantity and type of food, the manner of service and the economy of price to the consumer are the primary considerations and must be satisfactory and subject to the supervision and control of the College.
2. Prospective bidders may submit proposals for any of the following options:
3. Operation of all food service facilities on campus including the College Center Food Court and "Stinger's Cafe" location. All applicable sections referring to "Kitchen" shall also apply to Stinger's Café
4. Campus Catering (operated under a first right of refusal).
5. Proposals should indicate in detail how challenges will be addressed related to the Stinger's Cafe operation including specifically what modifications, additional equipment, etc. will be required.
6. The relationship of the Contractor to the College shall be that of an independent Contractor. The College shall have no direct supervision of employees of the Contractor and any communication of employee matters shall be through the designated representatives of the Contractor and the College. The Contractor will operate upon its own credit and maintain a good credit rating.
7. The Contractor will purchase, prepare and serve food and food products on the campus and provide nutritionally balanced meals for the College's students, faculty, staff and guests on such hourly schedules as may be determined the College for all food service facilities.

IV. PROPOSAL REQUIREMENTS AND AWARD CRITERIA

This RFP or portions thereof may be included in the final contract. Any materials submitted in support of the Contractor's proposal may also be incorporated by reference in the final contract.

A. Management Capability

1. The proposal must state precise plans for each step in assuming management control and describe the Contractor's ability to commit to staff and resources required to develop a responsive management structure. A statement of the Contractor's management philosophy should be included.
2. The proposal shall specify how the management personnel employed to fulfill the contract will operate organizationally. All management positions proposed by the Contractor should be listed with areas of responsibility clearly defined.
3. The proposal should include resumes identifying specific management personnel. The resume should describe the experience, education, background, specific professional accomplishments and any special qualifications. The resumes must include the names, addresses and telephone numbers of at least three (3) persons (preferably College administrators) who are in a position to evaluate them.
4. The proposal should describe corporate support services available to the campus along with proposed district management supervision, account load of the district manager and proposed visitation schedules.
5. The proposal shall include a description of training programs used for management personnel emphasizing cultural intelligent customer service. The Contractor shall also describe training programs for other personnel and include information on the staff conducting the training, their background and qualifications and available training resources.
 - a. The proposal shall include a signed statement certifying compliance with applicable Federal and State equal employment opportunity laws.

B. Technical Quality and Understanding of Operations

1. The proposal shall include a complete estimated five (5) year Pro Forma operating statement.
2. The Contractor bidding on the College Center Food Court operation must submit a proposed operational plan with applicable menus and pricing to be provided. The proposal should also include a marketing strategy for the applicable components. Any additional equipment or modifications required by the Contractor should be identified in detail.

3. If the Contractor bids on the College Center Food Court operation, the proposal must provide a sample catering catalog or guide with suggested menus and prices.
4. If the Contractor bids on the Stinger's Café, the proposal shall include a proposed menu for the Stinger Café including pricing. The proposal shall also include proposed renovation/concept(s) and general enhancement of the Stinger's Café. The proposed renovation should be creative, attractive, show a high degree of flexibility and responsiveness to students' needs. Attention should be given to maximize the efficiency and productivity of the facility. The proposal should include menus, programming and marketing ideas. Additionally, the proposed renovation project should include a time line for completion. It is mandatory that Stinger's Café is included in the contract.
5. The proposal shall include ways to strengthen the price/value relationship of all food service activities.
6. The Contractor must describe the procedures and capacity for replacing local personnel at the management level including the Director of Dining Services.
7. The proposal should include a complete description of each facility to be operated including an evaluation of each unit, its capacity to provide the desired services and the resources required to efficiently handle a food service operation of the current or projected size and scope. A complete description of proposed modifications for marketing should be included.
8. The proposed commissions will be weighed along with all other requirements. Any additional financial arrangements in addition to commissions should also be included in the proposal.

C. Contractor's Experience and Capabilities

1. The proposal must include a description of the general background, experience and qualifications of the Contractor in college and college services. The Contractor must list the colleges and universities it serves which have enrollments of 3,000 or more. A general description of the type of units (e.g., cafeteria, snack bar, etc.), period of time Contractor has served that contract and total sales volume for each campus for the period of July 1, 2014 through December 31, 2017 is also required. A list of currently operated nationally branded concepts and the location of each should be included. Also include the names, titles, addresses and telephone numbers of college administrators (particularly the campus liaison) who are in a position to evaluate the operation. Any operations that have been terminated since July 1, 1995 and by whom, college or Contractor, is also required.
2. The proposal must include the location of the nearest account to the College and the nearest comparable account in size and scope to the College.
3. The Contractor shall supply the most current, certified year-end balance sheet and income

statement.

VI. DEFINITIONS

1. The term "gross receipts" shall be defined as the amount paid to the Contractor by the College for all receipts from food and beverage sales and all other receipts received by Contractor in providing food service to the College.
2. The term "net receipts" shall be defined as total gross receipts less applicable state and local sales taxes.
3. The terms "fiscal year" and "academic year" when used herein shall mean the twelve (12) calendar months, beginning July 1st of each year and ending with June 30th of the succeeding year. The Contractor's year-to-date reports will coincide with the fiscal year. See college website for current academic calendar.
4. The term "commissions" shall be defined as monies to be paid to the College by the Contractor equal to a defined percentage of net receipts.
5. The "College" shall be defined as Fullerton College, part of the North Orange County Community College District.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____