



# Contra Costa Community College District

Food /Café  
Services for Contra Costa College

## REQUEST FOR PROPOSAL # 4CD-110

Release Date:	June 28, 2024
Mandatory Pre-bid Meeting:	1030 AM (PDT) July 8, 2024
Last Day for Questions:	before 2 PM (PDT), July 10,2024
Proposals Due Before:	before 2 PM (PDT), July 25, 2024

## SECTION I

### INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites highly experienced firms (Vendor) to submit proposals to provide food /café services for our Contra Costa College campus located in San Pablo, California, for a period **of approximately three (3) years** with possible renewal for two additional years in one-year extensions. This Request for Proposal (RFP) is to enter a contract with one (1) vendor to provide food/cafe services in the Student and Administration Building.

The food service vendor will provide, but it is not limited to providing the following: all planning, design, maintenance of site, management, organization, employees, training, food, signage, menus, cash registers, computers, equipment, utensils, bags, trays, cups, paper products, cleaning products, kitchen equipment and supplies etc., to provide a “turn-key” solution to provide daily meals for students, faculty and staff in the Student and Administration Building.

The vendor will be responsible for the day-to-day maintenance of all equipment provided by the District.

### BACKGROUND

The proposed space is located in the Student and Administration Building. This building was constructed in 2016. All equipment provided is about eight years old. The cafeteria was last in operation in 2022. The proposed space can be configured for one (1) large cafeteria or two (2) smaller cafeterias with different themes.

#### A. Proposed Food Service Hours

<b>Fall &amp; Spring Semesters:</b>	
Monday – Thursday	7:30 am – 7:00 pm
Friday	7:30 am – 4:00 pm
Saturday – Sunday	CLOSED
<b>Summer Session:</b>	
Monday – Thursday	7:00 am – 2:00 pm
Fall, Spring, & Summer Break	CLOSED

**B. Enrollment (\*Duplicated headcount by modality - headcount of students enrolled in face-2-face + hybrid \*)**

<b>Semester:</b>	<b>Headcount:</b>
Spring 2022	2,562
Summer 2022	411
Fall 2022	3,608
Spring 2023	3,827
Summer 2023	698
Fall 2023	4,528

**PROPOSAL SUBMISSION**

- A. Sealed offers to be submitted to:  
Rod Herrera, Purchasing Department  
Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553
- B. Date/Time: Proposals shall be received **before 2:00 PM (PDT) July 25, 2024.**
- C. The face of the sealed envelope or box shall be clearly marked “**FOOD/CAFÉ SERVICES RFP 4CD-110**”. One (1) hardcopy of the proposal must be submitted with an electronic version submitted in pdf format on a flash drive or cd. Each proposal received in response to this RFP shall remain the property of the District.

A faxed proposal will not be accepted. Only mailed or hand- delivered, signed offers will be considered. The proposal must be in the possession of the District’s Purchasing Department before 2:00 p.m. PDT on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

**MANDATORY PRE-BID MEETING/SITE VISIT**

A MANDATORY pre-proposal meeting with interested firms will be held on July 8, 2024, 10:30 AM (PDT), at the Contra Costa College Campus, 2600 Mission Bell Drive, San Pablo, CA 94806, **Fireside Hall, room 100 (CFH100)**. **Allow at least a half hour or more to park. Parking regulations are enforced.**

**QUESTIONS**

- A. **Questions are due by 2 PM (PDT), July 10, 2024 by email.** All questions shall be submitted to: **Rod Herrera, Purchasing Department, rherrera@4cd.edu**. All questions will be compiled and answered at the same time via addendum.

**ACCEPTANCE PERIOD.** Proposals are firm for a period of ninety (90) days.

**ADDENDA/AMENDMENTS ACKNOWLEDGMENT.** The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of proposals. Interested parties should check their email frequently and/or check the District's website for such addenda.

The amendments will be issued by e-mail and posted on the District's Purchasing Department website, <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>. Each contractor shall acknowledge receipt of the addendum by writing the addendum number in the space provided on the District-provided "Pricing and Signature Pages" contained in this RFP. The District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting a proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a proposal, his or her name, signature and post office street address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**PUBLIC INFORMATION.** Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

**CONFIDENTIALITY.** If a Contractor believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

**AWARD OF CONTRACT.** Award of a contract will be made to the Contractor offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

The District may elect to proceed based on any of the following options (but not limited to): (1) Award to the firm with best initial proposal without any further discussion or negotiations; (2) Interview/Negotiate with the highest ranked firm or firms; (3) Allow the top three ranked firms to make oral presentations; or (4) Allow any firm considered in the competitive range to provide a best and final offer followed by negotiation and award to the firm offering the best offer. Since time is of the essence of this Request, the District is recommending that your firm provide a complete and excellent proposal so that it can stand on its own to avoid a lengthily delay in selection of a vendor.

**AWARD/EVALUATION CRITERIA.** Evaluation Criteria that will be used to evaluate all proposals include, but are not limited to the following:

- a. Experience of the Contractor (Company)
- b. Experience and ability of “manager/operator” to manage an account of this size.
- c. Proposed layout and design of food service area
- d. Proposed time-line/time frame a new food concession service can begin
- e. Knowledge and understanding of food service regulations
- f. Demonstrated competence/references
- g. Financial stability of the Contractor and ability to provide insurance
- h. Variety and quality of food choices for college students
- i. Healthy (including ethnic variety) food choices available
- j. Ability of the firm to promote /advertise their food services operation.
- k. Commission, if any, to the District and overall financial commitment.
- l. Food pricing, pricing stability and appropriateness for students
- m. Quality control of product and service
- n. Commitment to customer service; training provided to employees, etc.
- o. Completeness of proposal
- p. Type of improvements /site maintenance
- q. Ability to relocate easily if needed.
- r. Speed of Service
- s. Temperature of Food
- t. Friendliness of Staff

Your proposals should discuss/address all of the above criteria.

**FOOD TASTING.** Shortlisted contactors will be required to present sampling of their menu. Time, date and specific instructions will be provided at a later date. Please see SCHEDULE of events for tentative date(s) of Food Tasting (page 7-8).

**CANCELLATION OF SOLICITATION.** The District may cancel this solicitation at any time.

**COMPLIANCE WITH LAWS.** The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California Department of Health Services, and Environmental Health Department. All food safety, handling, sanitation, hygiene and related standards must be strictly followed. Contractors who are not familiar with such laws should not apply.

**INSURANCE COVERAGE REQUIRED.** The successful Contractor shall furnish an insurance certificate to the District verifying insurance coverage within 10 days of receiving notice that they are the successful vendor. In addition, each Contractor must submit the District's **Exhibit C** which certifies that coverage is available.

**REQUIRED EXPERIENCE AND COMPETENCY.** The successful Contractor shall be skilled and experienced as a full-service food provider with no less than five years' experience in the magnitude and character of the work proposed. Experience in public agency and/or school settings are desirable, but corporate or retail experience is acceptable. In addition, the food service Contractor must be thoroughly familiar and experienced with all food safety, preparation requirements, regulations, laws, guidelines as well as hygienic rules, regulations, laws and standards. Contractors should clearly explain their knowledge experience in these areas in their proposals.

It is the intention of the District to award a contract to a Contractor who furnishes satisfactory evidence that it has the requisite experience, ability, staffing, sufficient capital, and facilities to enable it to perform these services successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the Contra Costa Community College District will consider any evidence that the Contractor submits that it has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsible Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the scope of services specified in the contract documents.

**TERM OF AGREEMENT.** The term of any contract resulting from this RFP shall be for approximately three (3) years, with an option for two (2) additional years at 1-year increments. The District will require a minimum of 120-day advance written notice of termination by the vendor in order to give the District sufficient time to find an alternative food provider for students.

**TERMINATION OF CONTRACT.** The District may cancel the contract with a 90-day advance written notice to the vendor for any reason. The District realizes the commitment made by a firm to furnish vending equipment and would attempt to resolve any problems that would/could cause termination before taking such actions, unless the reason is negligence and/or a disregard for District requirements in this RFP, the contract, the District's policies, Federal, State or local laws or other egregious actions by the vendor.

**FORMATION OF CONTRACT.** The Contractors' signed proposal and Contra Costa Community College District's Request for Proposal shall be incorporated into a contract with our without negotiation.

**INFORMED CONTRACTOR.** The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

**INK OR TYPEWRITTEN.** All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

**NON-COLLUSION AFFIDAVIT.** Contractors are required to submit a Non-Collusion Affidavit with their Proposals. See **Exhibit B**.

**PRICES/COMMISSIONS.** All Proposals shall clearly state the food prices, commissions, if offered, and shall be signed by the Contractor's authorized representative. The District has provided a required Exhibit form for the commission if offered, but firms should elaborate their pricing, commissions and guarantees in their proposal if the form is insufficient for the Contractor's purpose.

**COST OF PREPARATION.** The District is not liable for any costs incurred by Contractors before entering into a formal contract.

**REJECTION OF PROPOSALS.** The District reserves the right to reject any or all Proposals or any part of a Proposal and also to waive informalities, minor irregularities, or other requirements in our Request for Proposal and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its proposal any information requested in this RFP, including the signed Contractor's Pricing Page, Non-Collusion Statement, etc., may result in rejection for non-responsiveness.

**SCHEDULE.** The District reserves the right to modify the below schedule of events.

Request for Proposals release date: June 28, 2024

Mandatory Pre-Bid Meeting: July 8, 2024, 10:30 AM

Questions Due By: before 12 noon (PDT) July 10, 2024

Proposals Due By: before 2 PM (PDT), July 25, 2024

Committee Review: July 25 – August 1, 2024

Notify Shortlisted Firms: August 5, 2024

Interview/Food Tasting: August 14, 2024

RFP Award: August 16, 2024

Board Meeting: September 11, 2024

Contract Award: September 12, 2024

Open for Business: October 1, 2024



## SECTION II

### SCOPE OF FOOD /CAFÉ SERVICE

#### OVERVIEW

The Contra Costa Community College District requires a firm willing to work closely with the District to provide urgently needed, high-quality, responsive, food/café services for Contra Costa College located in San Pablo, California.

Food service is an important service for students, faculty and staff of the District. The District seeks proposals for these services for a minimum of three (3) years but may renew for two additional years in one year increments to five (5) years if the Contractor performs satisfactorily and at the District's sole discretion.

The District is requesting one (1) contractor to provide food service for this campus. Other venues for students, faculty and staff are vending machines, bookstore, culinary school and sometimes various clubs and organizations that sell food for fundraising activities.

**FOOD SERVICE HOURS.** Food service needs to be available for early morning classes through late afternoon and into the evening. The District will provide the successful firm with a list of college campus holidays, breaks, and food service is not required during those times. A full calendar of school holidays will be provided.

<b>Fall &amp; Spring Semesters:</b>	
Monday – Thursday	7:30 am – 7:00 pm
Friday	7:30 am – 4:00 pm
Saturday – Sunday	CLOSED
<b>Summer Session:</b>	
Monday – Thursday	7:00 am – 2:00 pm
Fall, Spring, & Summer Break	CLOSED

**FOOD SELECTION.** Contractor shall provide a wide variety of healthy fresh food at reasonable prices for students and faculty. Typically, a breakfast- type menu should be available in the morning and a lunch menu of sandwiches, salads, hot meal choices such as, soups, Chile, pizzas, hot entrees or hot sandwiches, cookies/dessert, “chips”, drinks, and healthy menu choices such as vegetarian dishes are required for the remainder of the day and into early evening.

Contractor shall provide their menu in their proposal and their prices. If prices are subject to change, discuss your firm's guarantees with respect to prices. In no event will the District agree to food prices being raised without advance notice to the District and/or District approval. Justification for price increases must be provided.

Contractors shall state to the District their ability to adjust the menu as needed before service begins or during the year. Fat free, low fat, low salt or other food options are highly desirable. "Ethnic food" options are welcome if they can be provided.

The District reserves the right to request dietary information of your menu items.

**HANDICAPPED ACCESSIBLE.** All food service providers shall create a café or store that can be easily accessed by handicapped persons.

**CASH HANDLING AND COLLECTIONS.** Collections of monies shall be performed in a professional manner at such frequencies that are consistent with *proper security* and *accounting procedures*. The District reserves the right to audit Contractor's records of monies collected at any time.

**COMMISSION CHECKS.** Commissions, if offered, shall be made payable to Contra Costa Community College District and delivered /mailed to the attention of Victoria Menzies, VP of Business & Admin Services, Contra Costa College, Student and Administration Bldg., 2600 Mission Bell Blvd., San Pablo, CA 94860. The check and statement shall be received by the District not later than the fifteenth (15<sup>th</sup>) day of the month following the monthly commission reporting period.

Reporting shall be detailed. **Attach a sample of your reports.**

The Contractor, by submitting a proposal, agrees that the District, or any of its duly authorized representatives, at any time during the contract period, and at least annually, shall have access to, and the right to audit and examine any pertinent books, documents, papers and records relating to the Vendor's sales and performance of the contract.

**SERVICE PERSONNEL.** The Contractor's personnel shall, at all times, be dressed in either uniforms, Polo Shirts or T-Shirts with vendor logos, wear proper hair covering/hats, aprons, if applicable by law. Name tags are highly desirable. The Contractor's employees shall obey all campus laws and regulations such as driving under the speed limits, parking in designated lots, etc.

**TRAINING.** The Contractor shall provide thorough training to its employees in all applicable aspects of the food service and in customer service principles.

**QUARTERLY MEETINGS.** The Contractor shall meet quarterly, if requested by the District or at such other times as may be agreed upon by the parties, with the Purchasing Director, and/or the Campus Business Manager and others, to discuss the contract.

**FOOD PRICING.** Pricing of meals/ food items must be clearly shown or attached to the proposal. Your firm should provide a description of your firm's pricing guarantees and/or pricing increase policies. Discuss for example if your firm generally raises all prices by a percentage or prices increase by item, etc., are prices reviewed and escalated annually, or if sales are low, etc. and/or as needed.

The Contractor and the District will work together regarding the implementation of the price increases. The Contractor may NEVER price their products lower than the College Book Store. The Contractor may not implement any sales incentive programs that will create competition with the College Book Store without written approval by the District.

The District may terminate the contract with the Contractor if prices escalate frequently or the prices are no longer reasonable to the students, or competitive.

CATERING. The Contractor may be given the opportunity to provide catering services such as: concession booths for athletic or social events, coffee services, luncheons, dinners, etc., for staff, students, and other college groups as requested. The District reserves the right to use outside food service for various events as needed.

SUSTAINABILITY. On November 9th, 2022, the Contra Costa Community College Governing Board adopted Board Resolution 20B in support of Sustainability and Climate Action. This resolution adopted nine sustainability goals, which are in support of the 2019 California Community Colleges Board of Governors (BOG) Climate Change and Sustainability Policy and in support of the 2021 California Community Colleges Board of Governors (BOG) Climate Action and Sustainability Framework. The Framework refined the 2019 policy to reach further as well as extended the end target year by five years, putting it out to 2035. This framework aligns with current state policies and includes comprehensive goals for establishing benchmarks and meeting targets for reductions in greenhouse gas emissions, energy efficiency, water usage reduction, waste, transportation, food systems, and sustainable purchasing.

The Contractor should make every effort to support the District's Energy and Sustainability Goals. The contractor shall follow SB1383, and use three waste stream bins provided by the college (landfill, recycle and compost). Any liners needed in the bins shall be provided by the contractor and will need to be approved by the college and the waste hauler. The contractor shall empty their three stream bins each day, in the dumpsters outside the building. Reusable containers and reusable utensils shall be used for "dine in" services. All "to go" containers shall be fully compostable. Contractor must ensure the three stream waste is sorted properly before placing into dumpster, to avoid possible campus penalties that may be imposed by the haulers. Contractor must train their staff in proper waste sorting and disposal as well, per SB1383. In the event of a contract renewal, contractor agrees to support the following sustainability goals: Contractor shall track sustainable food services by 2025, increase sustainable food purchases to 20% of total food budget by 2030 and ensure 80% of foods served on campus meet the goals of the Real Food Challenge by 2035. Please review link for further information:

[https://email4cd.sharepoint.com/:b:/s/DO/facplan/EZ\\_Nhn1V6BJAuceH8ybV3wcBKcycsH6rlwAyQN23SKI7-w?e=bhiJrR](https://email4cd.sharepoint.com/:b:/s/DO/facplan/EZ_Nhn1V6BJAuceH8ybV3wcBKcycsH6rlwAyQN23SKI7-w?e=bhiJrR)

SOCIAL MEDIA AND PHOTOGRAPHIC RELEASE. The Contractor, for itself and its staff, employees, contractors or agents, shall give consent to all photographs, audio recordings, academic work and/or video recordings taken of the Contractor or any of its staff, employees, contractors or agents. The Contractor, and for its staff, employees, contractors or agents, does understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of the District and may be used by District, or others with their

consent, for educational, instructional or promotional purposes determined by District in any broadcast and media formats now existing or created in the future.

**NON-EXCLUSIVITY.** As a result of this RFP, nothing is intended nor shall be construed as creating any exclusive arrangement between the District and the Contractor as preventing the District from entering into separate agreements with other non-permanent facilities vendors for similar, or like, services. The District reserves the right to enter into separate service agreements if the District determines that it is in its best interest to do so.

**OTHER SERVICES.** Should the District require additional food service on the campus other than the cafeteria, Contractor agrees to negotiate that location and service at the appropriate time, with special attention to economic considerations and service needs for both Contractor and the District.

### **SECTION III PROPOSAL CONTENTS**

Proposals should address topics in this Request for Proposal. It is desirable that proposals be prepared in the following order & outlined sections so the District can easily compare proposals. Provide as much information about your firm that you believe is pertinent such as information regarding its stability, management, training, objectives, food preparation, menu, etc., and any service, pricing guarantees that you think will assist the District in evaluating your firm's ability to perform our contract.

In addition, completely fill-out and sign, and answer all questions on the District-provided Exhibits.

**Section 1. CONTRACTOR'S BACKGROUND/INTRODUCTION:** Contractor must provide a company profile and general background information. Information provided shall include, but is not limited to the following:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office proposed to service the District.
- d. Number of employees both locally and nationally.
- e. Name, address, and telephone number AND EMAIL of the Contractor's points of contact for a contract resulting from this RFP.
- f. Company background / history and why Contractor is qualified to provide the services described in this RFP.
- g. Length of time Contractor has been providing services described in this RFP. Please provide a brief description.
- h. Resumes or brief description for key staff to be responsible for performance of any contract resulting from this RFP.
- i. Financial soundness. Demonstrate your firm's stability and financial soundness. Bank references or other information may be provided.

**Section 2. CONTRACTOR'S REFERENCES/EXPERIENCE.** Contractors should provide a minimum of three (3) current references for food services /cafes in locations or installations of the same size /type and scope. For each institution, provide the following:

- a. Institution name, address, telephone number
- b. Name of person designated as your firm's liaison at the institution/agency and telephone number.
- c. The number of years you have provided service at that location.
- d. Description of services and approximate sales.
- e. Contract service dates (starting and ending);
- f. What site improvements were made by your firm, if any.

Additional Bay Area or California references are encouraged.

The District reserves the right to discuss the Contractor's qualifications with other school districts or organizations with whom the Contractor has known to do business whether or not those Districts or organizations are listed as references by the Contractor or not.

**Section 3. PROPOSAL OVERVIEW.** Discuss your food service proposal to the District. Describe your approach, management, training, food products, service, etc. Provide whatever information that your firm deems important to the District. Include a discussion of whether your food is pre-prepared in the morning and packaged in plastic boxes, or freshly prepared, or a combination of both, etc.

Include a discussion of your proposal for a concession arrangement whereby the District will receive proceeds from gross sales. Discuss and indicate any commission percentages you will provide the District as firm and fixed amounts each year and/or or in percentages that will escalate over time as gross sales increase, etc. Your rates and fees must be clear and firm and fixed for the time indicated. No adjustments will be made. Discuss your capital outlay or costs and any proposal for the District to share in those costs if the contract is terminated prior to three (3) years.

Indicate clearly your firm's responsibilities as you see them and indicate what you see as the District's responsibilities.

**Section 4. CONTRACTORS EXPERIENCE IN FOOD SERVICE AND KNOWLEDGE OF FOOD PREPARATION STANDARDS, RULES AND REGULATIONS.** Describe and /or demonstrate your firm's and your "operator's knowledge and understanding of food preparation and safety. For example, what is your firm's policy on discarding lunch meats? Do you use a date stamp on the product package to determine discard date, or other means? Does your firm maintain and train using checklists pertaining to proper temperatures for food storage? You may submit any attachments, brochures, materials, that demonstrates your firm's knowledge, commitment, and training of food safety.

**Section 5. TIME-FRAME/START-UP PLAN.** Discuss and/or list the steps and time frame proposed to fully implement the food service proposal. The District realizes that there are some unknowns but a realistic time frame must be included. A final timeframe or commitment will be agreed upon by the District and the successful vendor during contract negotiation.

**Section 6. CUSTOMER SERVICE.** Discuss your firm's commitment to customer service.

**Section 7. CONTRACTOR'S PERSONNEL.** Address the number and types of personnel available for our contract, their experience, etc. Discuss how your firm will provide back-up personnel for our contract when the regular persons are on vacation or ill. Discuss how you screen, hire, train independent contractors/concessionaires to provide services at our site.

**Section 8. HOURS OF SERVICE.** Describe your firm's ability to provide food service during the hours the College needs them.

**Section 9. ACCOUNTING/CASH HANDLING.** Describe your firm's cash handling and reporting procedures/process.

In addition, in this section, discuss how your firm collects and processes the cash to assure the record keeping and monies received are accurate.

**Section 10. COMMISSIONS/ PRICING.** Clearly state what percentage commission is offered, if any, and how the commissions are calculated. Include in **Exhibit A**.

**Section 11. INSURANCE.** Indicate if your firm is able to provide the insurance coverage required by the District within the time required.

**Section 12. TERMS OF THE OFFER.** The District's acceptance of Contractor's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered. Discuss any terms that your firm cannot meet.

**Section 13. PROPOSAL SUMMARY, PRICING AND SIGNATURE PAGES.** Fill out the District's Summary Pricing and Signature page and submit with your proposal (Exhibit A). If the proposal pricing pages are not sufficient to adequately explain your commission and/or pricing, fill them out and make notations or provide asterisks that will reference the section in your proposal that will explain the pricing.

**Section 14. SUBMITTALS TO BE PROVIDED WITH CONTRACTOR PROPOSALS:**

Attachments:

Brochures/Information on your firm if available

Menus – regular and healthy listings including beverage lists

Price lists if not on the menus

Sample monthly commission reports if commissions are offered

Financial Information on your firm such as an audited annual report

Samples of promotional material, ads, flyers if provided

The District's Pricing and Signature Page – District Exhibit A

Reference List

Non-Collusion Statement- District Exhibit B

Proof of Insurance Form – District Exhibit D

Certificate of Site Visit – District Exhibit E

## **SECTION IV**

### **ADDITIONAL CONTRACT TERMS AND CONDITIONS**

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

**ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**CANCELLATION OF THE CONTRACT.** The Contra Costa Community College District may cancel this contract any time with a ninety (90) days advance written notice to the Contractor.

**COMPLIANCE WITH LAWS.** All Proposals shall comply with current federal, state, local and other laws relative thereto.

**CONTRACT INCORPORATION.** The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFP Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter amend or extend the contract.

**FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**FORMATION OF CONTRACT.** Contractor's signed Proposal and District's written acceptance shall constitute a binding contract.

**LAWS GOVERNING CONTRACT.** This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**COMPLIANCE WITH ALL LAWS.** The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of



California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

**SEVERABILITY.** If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

#### **TERMINATION.**

a) For cause:

- 1) In the event the Contractor fails to carry out or comply with any of the terms and conditions of the established contract, then the District may, without prejudice to any other right or remedy, serve written notice upon him and his surety of intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.
- 2) In such case, it shall be incumbent on the Contractor to continue operation until relieved by a subsequent food service Contractor chosen by the District (not to exceed ninety (90) days). The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- 3) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph b) below, and Contractor shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

b) For Convenience:

Either party may terminate this agreement with 90 days written notice prior to the end of the three (3) year term or prior to either of the one (1) year extensions.

**LIQUIDATED DAMAGES:** Food services shall be implemented and fully operational at each of the service locations at dates mutually agreed upon by Contractor and District. If the food services are not fully operational by this time, it is understood that the District will suffer damage. It is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of five-hundred dollars (\$500.00) per day for each calendar day of delay until the food services program is fully operational as specified herein. Contractor and his surety shall be liable for the amount thereof.

The Contractor shall not be charged liquidated damages because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God or of public enemy; acts of Government; acts of District

or anyone employed by District, or acts of another Contractor in performance of a contract with the District; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or, unusually severe weather. Contractor shall within three (3) days of the beginning of any such delay (unless the District grants a further period of time prior to date of final settlement of the contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of time for implementation of food services when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

PROMOTION. In no instance will the District's name be used by the Contractor in connection with any advertising or promotion *without the specific written permission* of the District.

SIGNAGE. The District may reject signage or promotional flyers if deemed objectionable, inappropriate for an educational environment or a distraction to the activities in any District facility or on District property.

LICENSES, TAXES, PERMITS, FEES. The Contractor shall pay applicable state, county and city permit and license fees, licenses, taxes, and agrees to post such licenses and permits in a prominent place as may be required by law. The District shall be promptly reimbursed for any penalties or necessary and reasonable expenses due to the Contractor's failure to obtain necessary licenses.

HOLD HARMLESS/INDEMNIFICATION. The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property, including without limitation, all consequential damages, from any clause whatsoever arising from or connected with the operations or services of the Contractor's hereunder, resulting from the conduct, negligent or otherwise, of the contractor, its agents or employees.

ACCOUNTING REQUIREMENTS. Upon establishment of a contract, all financial records of the Contractor pertaining to the contract shall be made available for audit during normal working hours for the District or its designated auditor.

The District must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Such reports shall be submitted to the Purchasing Director monthly within fifteen (15) working days from the end of the previous month and shall include detailed sales reports by site,

Contractor shall maintain complete and accurate records of transactions in accordance with the accepted industry standards, and will keep such financial records for a period of three years after the close of each year's operation. **A sample of the Contractor's proposed monthly or quarterly reporting format shall be submitted as a part of their Proposal.** A discussion of the computer/cash register system should be included in the proposal.

CHANGES TO THE CONTRACT: Any changes to the contract, including, but not limited to, change in price or hours of operation, must be submitted in writing to the District 90 days prior to implementation of the change. The District will make the final approval on all changes.

USE OF DISTRICT FACILITY AND EQUIPMENT. By entering into a contract, the vendor acknowledges that the District's facilities and equipment will only be used for the operation of District food service needs.

**RFP # 4CD-110  
FOOD /CAFÉ SERVICES  
SUMMARY OF PROPOSAL PRICING AND SIGNATURE PAGES  
*(Detach and submit with your proposal)***

***Commission Proposal: (if commission is offered)***

A - The undersigned proposes the following guaranteed percentage commissions to Contra Costa Community College District based on gross sales:

***(Details of this cost proposal shall be addressed in the narrative of your proposal.)***

Year 1 \_\_\_\_\_ %  
Year 2 \_\_\_\_\_ %  
Year 3 \_\_\_\_\_ %

Has your firm's contract been terminated by a school district or other client in the last two years?  
\_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please explain here and/or thoroughly in your proposal: \_\_\_\_\_  
\_\_\_\_\_

Has your firm abandoned or requested cancellation of your contract in the last two years?  
\_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please explain here and/or thoroughly in your proposal: \_\_\_\_\_  
\_\_\_\_\_

Has any of your "operators" or franchise holders failed to perform under the terms of your contract at any site in the last two years? \_\_\_\_\_ Yes \_\_\_\_\_ No, If yes, explain here and/or thoroughly in your proposal: \_\_\_\_\_  
\_\_\_\_\_

Contractor acknowledges receipt of Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

**Completed by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company



**INSURANCE**

The Contractor shall not commence work under the contract until it has obtained all the insurance required in this Article and such insurance has been approved by the District; nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the District from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the work required by the contract documents, whether such work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified herein.

a. Policies and Coverage.

The following policies and coverages shall be furnished by the Contractor:

- (1) Comprehensive or Commercial Form General Liability Insurance covering all work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these contract documents. Insurance under this subparagraph shall be written on an occurrence form.
- (2) Business Automobile Liability Insurance on an occurrence form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability.
- (3) Worker's Compensation and Employer's Liability Insurance as required by Federal and California law. The Contractor shall also require all of its subcontractors to maintain this insurance coverage.

b. Verification of Coverage.

Certificates and original amendatory endorsements of insurance, as evidence of the insurance required by these contract documents, shall be submitted by the Contractor to the District. The scope of coverage and deductible shall be shown on the certificates of insurance. Any deductible shall be the Contractor's liability. The certificates of insurance and endorsements shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the District. Acceptance of certificates of insurance by the District shall not in any way limit the Contractor's liabilities under the contract documents. In the event the Contractor does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the Trustees, and the cost of such insurance shall be paid by the Contractor and may be deducted from the contract sum. Renewal certifications and endorsements shall be filed timely for all coverage including All Risk Insurance until the project is accepted as complete. The District reserves the right to require complete, certified copies of all required insurance policies.

c. Subcontractor's Insurance

Contractor shall ensure that its subcontractors are covered by insurance in the amount and type required by this Article. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein. The Contractor shall supply the District with a list of all subcontractors showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

d. Insurance Provisions.

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- (1) Contra Costa Community College District, their officers, employees, representatives and agents, are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State District, the District, their officers, employees, representatives and agents. Any insurance or self insurance maintained by the State of California, the Trustees of the California State District, the District, their officers, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- (4) The Contra Costa Community College District, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability to the insurance carriers for payment of premiums for such insurance.
- (5) The Contractor shall, by mutual agreement with the District and at the District's cost, furnish any additional insurance as may be required by the District. The Contractor shall provide Verification of Coverage for such additional insurance in the same manner as provided herein.

e. Amounts of Insurance.

The insurance furnished by the Contractor under this Article shall provide coverage not less than the following, unless a different amount is stated in the Supplementary General Conditions:

- (1) Comprehensive or Commercial Form General Liability Insurance – Limits of Liability
  - \$2,000,000.00 General Aggregate
  - \$1,000,000.00 Each Occurrence – combined single limit for bodily injury and property damage.
- (2) Automobile Liability Insurance – Limits of Liability

\$300,000.00 Each Accident – combined single limit for bodily injury, property damage, and contractual liability

f. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII



**CONTRACTOR'S STATEMENT  
REGARDING INSURANCE COVERAGE  
For RFP # 4CD-110**

*(To Be Submitted With Proposal)*

CONTRACTOR HEREBY CERTIFIES, that the Contractor has reviewed and understands the insurance coverage requirements specified in this Request for Proposal for food/café services. Should the Contractor be awarded the contract for the work, Contractor further certifies that the Contractor can meet the specified requirements for insurance and agrees to name the Contra Costa Community College District, its board members, agents, attorneys, employees and consultants as Additional Insured for the services specified. Contractor acknowledges that he/she will be required to provide a duly issued Certificate Liability Insurance and a second page endorsement naming the above parties as proof of coverage.

\_\_\_\_\_  
Name of Contractor (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**RFP # 4CD-110  
CCC FOOD /CAFÉ SERVICES  
CERTIFICATE OF SITE VISIT  
(Submit with your proposal)**

The Honorable Board of Trustees  
Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553

Gentlemen:

I visited the site, \_\_\_\_\_ / \_\_\_\_\_  
Date A.M. P.M.

to inspect the proposal work, which will be turned over to me in its present condition, with a representative of the Contra Costa Community College District, in order to acquaint myself with the proposed work so that I might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

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**VENDOR**

\_\_\_\_\_  
Name of Firm or Company

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

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**DISTRICT**

\_\_\_\_\_  
Authorized District Representative

\_\_\_\_\_  
Date

**Any bidder who fails to return this CERTIFICATION, fully executed, including signature of company representative and Contra Costa Community College District representative, with the proposal form, will not be considered.**

