

Request for Proposal: 2023-05

Food Service Operations



Return Proposal To:
Merced Community College District
ATTN: Charles Hergenraeder, Director, Purchasing & Risk Management
3600 M Street
Merced, California 95348
Telephone (209) 384-6300
E-mail purchasingbids@mccd.edu

Table of Contents:

	<u>Page</u>
Timelines	3
Request For Proposal Instructions and Requirements	3
Food Service Operations	7
Scope & Requirements	8
District Responsibilities	13
Scoring	14-19
Company Information and Signatory	20
Non-Collusion Affidavit	21

Executive Summary

The Merced Community College District seeks proposals from qualified vendors to provide comprehensive food and dining services for its Merced and Los Banos Campus.

The Merced Community College District was established on July 1, 1963. Its territories encompass portions of Merced, Madera and Fresno counties. The District consists of one community college campus in the City of Merced and a center in the City of Los Banos. The District's total Full Time Equivalent Students (FTES) for 2021-2022 was 8,619.

The selected vendor will provide a level of service to students, faculty, staff and visitors comparable to the finest auxiliary service operations and to provide a service that is responsive to the needs of the College and its students. This mission will be accomplished by achieving customer satisfaction through a total quality management perspective.

The services will include, but not be limited to, the following types of services:

- Cafeteria services for Merced Campus
- Catering services (non-exclusive)
- Downey Center Café (Currently under construction)
- Los Banos Campus Food Service (The District is currently in the planning stages of adding a full service café at the Los Banos Campus)

The District Board of Trustees of Merced Community College District will consider contracting with a food service provider for the dining and catering services pursuant to this RFP. Interested respondents must be licensed and must meet all other requirements as may be required by law. Vendor selection shall be made in accordance with state rules and District policies. The District reserves the right to add services during the contract period under the same terms and conditions of this agreement.

Dates and Timeframes:

- Advertisement of RFP March 30, 2023 and April 6, 2023
- Non-Mandatory tour of campus facilities (MCCD) April 6, 2023 at 9:00a.m.
(LBC) April 6, 2023 at 1:00p.m.
- Last day for questions April 11, 2023 at 10:00a.m.
- District will respond by April 14, 2023 at 2:00p.m.
- Deadline for submission of proposals April 24, 2023 at 2:00p.m.
- Expected date for board approval of contract May 9, 2023

I. Request for Proposal Instructions and Requirements

All prospective Bidders interested in submitting a response to this Request for Proposal (RFP).

General

Bidders must comply with the provisions of these instructions for completion and submission of the Proposal. The failure of a Bidder to comply with the Request for Proposal Instructions and Requirements may result in rejection of the Bidder's Proposal for non-responsiveness.

1. Responsible Bidder Proposal

Only Proposals submitted by Bidders with the relevant experience, qualifications and capacity to meet the needs of the District will be accepted. A "responsible Bidder" is a Bidder which has the financial resources, personnel, facilities, integrity, and overall capacity to consummate the contract successfully. A "responsible Proposal" is a Proposal which meets all terms, conditions and specifications of the Request for Proposal.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the Proposal or in the Request for Proposal process. The District reserves the right to proceed or not to proceed with this RFP, based solely on the determination of the District to terminate the selection process at any time.

2. Preparation of Proposal

- a. **Submission of Executed "Hard Copy:"** Bidders interested in this opportunity must submit five (5) copies of the Bidder's Proposal in typewritten or equivalent format, answering the questions and completing the form(s) that are furnished. Mistakes may be crossed out and corrections entered adjacent thereto, and such corrections must be initialed in ink by the person signing the Proposal. Please deliver, the proposal document in a sealed envelope. Addressed to: Merced Community College District, Attn: Charles Hergenraeder, Purchasing Department, 3600 M Street, Merced, CA 95348. Please indicate "**RFP 2023-05 Enclosed**" on the lower left corner of the envelope. The Proposal must be received **on or before 2:00 p.m. PDT on Monday, April 24, 2023**. Postmarking alone prior to this time is not sufficient. Faxed proposals or proposals sent via

electronic mail, will not be accepted in lieu of a hard copy. Failure to meet the deadline will result in disqualification of the proposal without review.

Proposal Contents: Proposals must include the following items, all of which must be submitted concurrently and executed as required by these Request for Proposal Instructions or by the form of document:

- Proposal cover letter on Bidder letterhead
- Appendix A: Bidder signatory page
- Appendix B: Non-collusion affidavit
- Responses to address all areas as described in Scope and Requirements

b. **Questions:** Any questions regarding the information contained in this Request for Proposal must be submitted in writing via email to purchasingbids@mccd.edu no later than **April 11, 2023 at 10:00a.m.**, prior to Proposal due date of **Monday, April 24, 2023 AT 2:00p.m.** Bidders may request clarifications or make other inquiries concerning this Request for Proposal or the requirements hereof. In your correspondence, please include: the Name of the Bidder, Street Address or P.O. Box Number, City, State, Zip Code, and Bidder's email and phone number contact information. Please note in the email "subject line" that this is "**RE: RFP#: 2023-05 Food Service Operations**" Communications with any representatives of the District about this RFP by your firm or your firm's representatives concerning this RFP is not permitted during the term of the submission and evaluation process, except as specified herein. Communications regarding this RFP in any manner (except as set forth above) will result in the immediate rejection of your firm's Proposal.

c. **Tour:** There will be (2) Two **Non-Mandatory tours:**

Non-Mandatory tour (1) One at the **Merced Community College District Campus Cafeteria, meeting at the Purchasing Office, Thursday, April 6, 2023 at 9:00a.m.**

Merced Campus Map <https://www.mccd.edu/wp-content/uploads/2023/03/Merced-Campus-Map-Print-202207-v7.pdf>

Non-Mandatory tour (1) One at the **Los Banos Campus Student Lounge, meeting at the Los Banos Campus, Building A, Thursday, April 6, 2023 at 1:00p.m.**

All vendors are strongly encouraged to attend the tours. If attending please confirm with Charles Hergenraeder at 209-384-6300 or purchasingbids@mccd.edu

Los Banos campus Map <https://www.mccd.edu/wp-content/uploads/2022/11/los-banoscampus-map.pdf>

d. **Copies of this Request for Proposal:** can be obtained by emailing purchasingbids@mccd.edu or on the Merced College Purchasing Department Bid website at: https://www.mccd.edu/about-merced-college/divisions/admin_services/purchasing/bids/

e. **Modifications to Submitted Proposal:** A Bidder submitting a Proposal may modify its submitted Proposal in writing, to be received by the District at or prior to the deadline for submission of proposals. Modifications to the submitted Proposal that are not in writing may not be accepted and may not be deemed modifications to the submitted Proposal.

3. Signature

A legally authorized employee of the Bidder must sign the Proposal. Please refer to the “Bidder Information and Signatory Page” form (Appendix A). An unsigned proposal may be rejected for non-responsiveness.

4. Non-Collusion Affidavit

Each Bidder shall submit with its response a duly completed and executed form of the Non-Collusion Affidavit. The required form of the Non-Collusion Affidavit is included as Appendix B of this RFP. The failure of a Bidder to submit the completed and executed form of Non-Collusion Affidavit with its Proposal may result in rejection of the proposal for non-responsiveness.

5. Evidence of Responsibility

Upon the request of the District, a Bidder whose Proposal is under consideration may be asked to submit to the District satisfactory evidence showing the Bidder’s financial resources and organization available for the performance of the contract. The failure of such a Bidder to submit requested materials in a timely manner will result in rejection of the Bidder’s Proposal for non-responsiveness.

6. District Modifications to Proposal

The District reserves the right to modify this Request for Proposal or any portion hereof by written addendum issued to all Bidders who have previously obtained this RFP from the District. All addendums issued by the District pursuant to the foregoing shall be deemed incorporated into the Proposals.

7. Evaluation of Proposals and Award

The District will award the contract to the responsive and responsible Bidder whose Proposal is most advantageous to the District. The District reserves the right to negotiate with and/or request best and final offers from selected bidder(s), as the District may deem appropriate in its sole and absolute discretion.

The issuance of this Request for Proposal creates no obligation on the part of the District, and the District reserves the right to reject any or all Proposals, or to waive any irregularity or informality in a Proposal or in the Proposal process. Award of the sale by the Board will be based upon a comprehensive review and analysis of the Proposal(s) as to which best meets the needs of the District. The District will be the sole judge of the suitability of the Proposal, and the Bidder shall abide by its decision.

8. Contract Terms & Conditions

The District will award a one year contract. In accordance with Ed Code 88004.5, the District shall consider any renewal on a year to year basis. The District has no obligation to renew the contract. By submission of a proposal, the Contractor agrees to abide by the terms and conditions of the proposal and contract documents. The District reserves the right to cancel the contract resulting from this agreement with ninety (90) days of written notification.

9. Conflict of Interest

No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No Bidder or member of Bidder's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, or supervises Bidder's operation or authorizes funding to Bidder.

10. Public Record

Government Code Sections 6250 ET. seq., the Public Records Act defines a public record as any writing containing information relating to the conduct of the public's business. This applies to Proposals submitted pursuant to this Request for Proposals. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements. The District cannot represent or guarantee that any information submitted in response to the Request for Proposals will be confidential. If the District receives a request for any document submitted in response to this Request for Proposals, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. Rather, the District will notify the party whose Proposal is being sought. In the event that a party who has submitted a Proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

11. RFP Preparation Expenses

The District will not be responsible for any expenses in the preparation and/or presentation of the Proposals or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

12. Proposal Submittal

The responding firm assumes the sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the Proposals are opened due to a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

The District reserves the right to request additional information or clarification if necessary, or to reject any and all Proposals with or without cause, and waive any irregularities or informalities in the Proposals submitted. The District further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the District reserves the right to re-solicit Proposals. The District reserves the right, in its sole and absolute discretion, to negotiate with responding firms as determined by the District to be in the best interests of the District.

Documents and information submitted in response to this RFP shall become property of the District and generally shall be available as required by applicable law.

II. Current Food Service Operations

Merced Community College Districts a vibrant and exciting educational environment serving the residents of Merced, Los Banos Campus and its surrounding communities and is interested in partnering with an innovative firm to provide quality food service operations.

The Merced College café is designed to seat approximately 210 students and 80 in the Staff dining room (Staff Dining Area is Temporarily Closed). The state of the art kitchen is 2768 sq. ft. and includes an office, storage, walk-in freezer, and restroom facilities.

The College also houses a culinary program as part of its instructional offerings.

Merced Community College District is located in Merced and is a comprehensive two-year community college offering Associate degree programs, vocational certificate programs and college and university transfer programs.

The District currently has a contract with PepsiCo for beverage vending services (subject to change).

As the data below illustrates, the District offers an outstanding opportunity for an existing food service or established hospitality firm to expand its marketplace. Sales are increasing, and District leadership is strong and innovative. Specific sales figures by campus are listed below.

1. Historical Annual Cafe Sales:

Annual Sales for Main Campus		Annual Sales for Los Banos (Kiosk)	
2019-2020	\$ 504,642.36	2019-2020	\$ 10,851.00
2020-2021	\$ 36,307.47	2020-2021	\$ 15.00
2021-2022	\$ 312,992.88	2021-2022	\$ 928.00

***Note: sales are from July 1 through June 31.**

2. Enrollment

The academic and vocational programs offered by the college are designed to meet the educational needs of the community through courses offered at convenient times on the college campuses. The annual enrollment beginning Fall 2019 through spring 2022 follows:

Merced College District	Students	Part-time Faculty	Full-Time Faculty and Staff
2019-2020	17,433	303	196
2020-2021	15,807	304	169
2021-2022	15,266	263	162

III. Scope and Requirements

1. Food Services Program: It is the District's desire to contract with a qualified vendor who is capable of successfully providing food and dining services at the Merced Campus. These services include management of the cafeteria at the Merced College campus as well as catering services (non-exclusive). The vendor will be responsible for providing all labor, including management; supplies, materials, and additional equipment (excluding built-in fixtures) necessary to provide the food services as specified herein and in the proposal response.

It is the District's intention that the food services program should complement the District's and the College's educational missions and to serve the students and the staff. To accomplish this, the Vendor is requested to:

- a. Disseminate information and feature displays which educate consumers in becoming better informed and in developing healthier habits, e.g., nutritional requirements, nutritional content of foods served, and recognizing, deceptive packaging and labeling of food products.
- b. Employ environmentally sound practices which will further the Colleges' and the District's efforts in recycling, water and utility conservation including composting efforts.
- c. Work with the District facilities department to promote recycling and to control waste products. In consideration of the environment, the District is mandated by the state to cut waste and comply with recycling efforts. At a minimum biodegradable paper and plastic products are mandatory; Styrofoam products shall not be used.
- d. Provide a good working environment for their employees.
- e. Endeavor to employ students enrolled at the colleges whenever possible.
- f. Participate in the District's web page to advertise catering menus, daily specials and convey important information to the District at large.
- g. Labeling in a manner that clearly shows all food ingredients.

The Vendor shall require that all food service personnel wear clean, distinctive uniforms, and shall follow general food service industry established hygiene practices in food handling. The Vendor shall be responsible for the supervision, direction and annual safety training for his/her employees in Food Handling Safety, Right to Know, Blood-borne Pathogens, and hazardous waste training. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on college property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on college property.

The Vendor shall immediately honor any request by the District for removal of any of the Vendor's employees who are deemed unsuitable by the District for any reason.

The District shall entrust the Vendor with duplicate keys to the food service areas. The Vendor shall have control of the entrances and exits of the cafeteria/kitchen, and will assure that the same are locked and unlocked at such times as will accommodate all uses of the food service location and otherwise maintain the locations' security. Should Campus Security officers need to unlock any access to the food service location, re-securing same area will become their responsibility. The District will have the right to enter the location and all parts thereof at all times. If the College decides to change any of the locks on any of the doors in or about the food service location, it shall provide duplicate keys for such new locks to the Vendor. The Vendor shall not change the locks on any doors. If the Vendor loses any of the keys that are entrusted to it, the Vendor is responsible for the cost of changing any and all locks or similar devices.

The District seeks to partner with a Vendor who has a commitment and a track record of exceptional customer service. The successful food services vendor will be expected to participate in the college community by:

- a. Interacting with College committees as appropriate.
- b. Remaining responsive to the suggestions, concerns and changing needs of the students and staff
- c. Promoting healthful eating habits
- d. Employing environmentally sound practices
- e. Providing a good working environment
- f. Cooperatively co-existing with the vending services vendors, the District's Facilitates department, the college bookstores, Los Banos Campus and other operators with whom the District may have contracts.
- g. Partner with Culinary Program including student to train in the cafeteria and provide access to cafeteria for Instructional purposes.

Note: The Vendor will agree to carry beverage products as specified in the District Beverage contract.

Vendor is to include in proposal any proposed in-kind contributions in the form of complimentary hosting of college gatherings, such as awards banquets and student receptions. The exact amount of in-kind contributions is negotiable but should be part of the Vendor's proposals and is considered to be an indication of the Vendor's commitment to the mission of the District and its three colleges. The minimum resign contribution are shown in Food Service Contract.

District students and staff require quality food at reasonable prices. The students desire food that is "quick and eat" and in the "grab-n-go" category. They may purchase a pre-made wrapped sandwich, a stir-fry, sushi, burritos, noodle soups or burgers with fries. In addition, staff and the students desire diverse, healthy and fresh food offerings. The District expects that a diverse and changing menu will be provided with seasonal updates and attention to special holidays. Proposals should include a plan to address the food needs of students as the number one customer, but should also include ideas on how to satisfy the faculty and staff of the colleges. All serving stations and bars are to be well stocked throughout the entire posted serving times, such that the last customer is offered the same range of food selections as the first. Serving lines are to be well-staffed with adequate personnel. A sufficient quantity of menu items should be available throughout the entire serving period. Proposals should include both vegan and vegetarian options.

All food shall be garnished for attractive presentation. Food items at service stations and salad bars shall be readily identifiable with attractive and individual labels. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Vendor shall adhere to the general food service industry guide.

The District agrees to use available information networks to promote menu offerings. The vendor may submit monthly/weekly menus and special events for distribution to faculty staff and students via college information networks. The Vendor will restock advertised menu items regularly.

The District expects that the Vendor to maintain a high quality of the dining experience, including vigorous maintenance and regular changes to the interior space, with fresh signage and paint, and changing fixtures and artwork.

2. Downey Center Café: The selected vendor shall be responsible for the operation of the Downey Center Café. Services to include, food service, drinks, coffee and other related items as needed. The Downey Center Café is located in the Downey Building and can seat approximately 22 students.

Note: The Downey Center Cafe is currently under construction

3. Catering: Catering is seen as an opportunity for Merced Community College District to put its best foot forward to the community. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to luncheons, formal receptions and dinners. Vendor will have the opportunity to submit proposals for these events.

Merced Community College District expects the Vendor to provide the very finest catering program to both the college and local community. The catering rights will be granted on a non-exclusive basis and the Vendor's proposed program must earn business by providing the best quality, prices and service.

Vendor must demonstrate the knowledge, experience, and capability necessary to meet the College's full range of catering needs. Merced Community College District will expect its food services partner to provide high quality catering services for a variety of College and outside events. Services should include event planning and coordination as well as competitive pricing. In addition, the Vendor will be required to market the facility, along with the District, to encourage outside parties to use facilities for conferences, parties, meetings, dances and other such events. The Vendor must provide a full formal catering menu and a description of how to manage functions from initial inquiry through execution to completion. A commission structure shall also be proposed separately for these types of events, shown in Contract.

There are distinctly different levels of service to be provided to the College. The Vendor will provide a basic catering guide with available items and prices. All prices will include all costs associated with a given service. Catering guides shall include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out. The Catering Guide shall also include a statement that the Vendor will work with customers to create custom menu choices. Any request for change in catering brochure pricing structure by the Vendor must be submitted in writing to College representative and will be subject to prior approval.

The Vendor shall conduct the catering services operation in a safe, efficient and sanitary manner. The Vendor shall comply with any and all applicable laws, ordinances, rules and regulations affecting the operation of the food service.

The District, as represented by official college student clubs and college activities, reserves the right to hold food sale fundraisers.

The Vendor shall be responsible for cleanliness of the kitchen, including facilities and fixed equipment, preparation and serving areas. This includes the bussing and cleaning of table-tops in the main cafeteria dining areas and may include daily buffing of the floors in both the servery and dining areas. Sanitation grades less than 100% will be unacceptable and negligence in sanitation will result in contract default on the Vendor's behalf. Appropriate District staff shall be assigned the task of examining sanitation reports and performing spot checks on the Vendor.

The Vendor is required to maintain all appropriate health regulations and exceed the average of inspection reports. Further, the Vendor will keep the kitchen, the servery, and the dining hall (tables, chairs, and floors) orderly and spotless. **This is the sole responsibility of the Vendor and is not a service provided by our Facilities Department.** The appropriate District staff assigned will make random inspections throughout the contract period and will vigilantly demand excellence in cleanliness. The District will furnish maintenance staff as required for the proper maintenance and repair of facilities. It is the Vendor's responsibility to maintain the fixed equipment used in the operation thereof, in conjunction with established District procedures. If equipment is inadequate or failing, the Vendor should submit a written request for replacement and work directly with the college Maintenance and Operations department along with the District's architect to determine the appropriate strategy for repair, replacement or upgrades.

Please initial in the attached space below to show that your firm understands this statement and is willing to be responsible for cleanliness and operational upkeep of equipment: _____

4. Los Banos Food Service

Los Banos Campus	Students (in person only)	Students (in person only and online)	Part-time Faculty	Full-Time Faculty and Staff
2019-2020	1,997	2,747	53	48
2020-2021	208	4,597	52	44
2021-2022	596	4,202	62	46

The vendor shall provide food service to the Los Banos campus. Located at 22240 Highway 152, Los Banos, CA. 93635. The Los Banos Campus is located approximately 35 miles from the Merced College campus. At this time there is no cafeteria, refrigerator or food storage space available at the LB campus. The Los Banos Campus currently has a self-pay Kiosk system. **Please Note:** The District is currently in the planning stages of adding a full service café with barista equipment, cold storage, and cold food service counter.

5. Communication: The food service provider is expected to communicate with the District at least 60 days in advance of price changes, tax changes, and changes to the menu. Additionally, the District expects the operations management team to abide by all state and local health department regulations and procedures. The operations manager is expected to communicate with the District with any violations noted during health inspections within 5 days of the visit. The café manager is also expected to post inspection reports in a visible area (location to be determined by the District). To ensure effective communication between the operations manager and the College, the operations manager will be expected to attend regular Campus Advisory meetings as required by College administration.

The Vendor shall conduct a specific and continuing program of inquiry and evaluation through campus meetings and “how did we do?” comment cards to determine the level of satisfaction of the college community with the food services offered. The results of this self-evaluation and feedback process shall be shared with the College President and Deputy Chancellor on a regular basis.

6. Contract Dates: The food service program must be available while classes are in session, including final exams week. The Vendor(s) should open during peak hours when high demand exists, as well as during those hours when services of a lesser scope are required. Exact hours will be determined before the contract is awarded and further information is contained in each college section.

The District will work with the Vendor to ensure that food service facilities are available for transition at the end of summer break, as necessary.

7. Operational Costs to Vendor:

1. Food products and kitchen supplies
2. Taxes, insurance, and labor, including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance
3. All linens, towels, and laundry service, and disposable supplies including biodegradable paper plates and plastic products including cups and utensils
4. Uniforms
5. Routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services
6. Replacement of District china, glassware, silverware and other small items, as agreed upon at time of inventory
7. Telephone expenses and office supplies
8. Garbage and trash removal requirements
9. Pest control
10. Transportation and vehicle costs required for food service operation

V. District and College Responsibilities

1. The District and college shall provide, as mutually agreed, the space and facilities reasonably required by the Vendor for the efficient operation of its food services, all of which shall be and remain the sole property of the District and the College. The District and the College shall provide all necessary keys to ensure the Vendor's supervisory personnel have adequate access to the food service and preparation areas.
2. The Administration Service has final responsibility for administration of the contract and resolution of any disputes. The Vendor and on site management staff will report directly to the Vice-President, District Administrative Services.
3. 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. The District reserves the right to approve any changes in menu or schedule other than those mentioned in this contract.
4. The District shall be responsible for base building functionality including the maintenance and repair of the building and of all plumbing, heating, air conditioning, and electrical systems necessary to the operation of the building.
 5. The District shall make major capital purchases, replacements or additions to the buildings as is necessary at the discretion of the District and in conjunction with the Vendor.
 6. 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 Vendor.
 7. The District is responsible to ensure that all required food service equipment is operational at start-up and throughout the term of the contract in cooperation with the Vendor.
 8. The District reserves the right to have separate contracts with providers outside of the scope of this agreement.
 9. The District agrees to use available information networks to promote menu offerings. The Vendor may submit monthly/weekly menus and special events for distribution to faculty staff and students via college information networks. The Vendor will restock advertised menu items regularly.

VI. Scoring

Proposals will be evaluated according to criteria related to college needs and the willingness of Vendors to partner with the college. The quality and variety of the menu, student/staff satisfaction measurement methods, the company's management, staffing, financial stability, and financial terms will be considered. The District will expect proposals to include responses to questions regarding the quality, nutritional value, comprehensiveness, variety, ethnicity and cost of menu items proposed, method of delivery and hours of operation, proposed staffing plans and commitment of on-site management and the credentials of unit management personnel, including the Vendor's culinary education. The District expects the Vendor to provide comprehensive financial information, a proposed commission schedule and financial contribution offered to cover cost of pro-rated utilities (electricity, gas, and water) for operation of food services. The District expects the Vendor to provide a proposed method of self-evaluation to insure the food services program continues to meet the changing needs of the college community and a projected schedule for implementation of food services by the beginning of fall session 2023. The District will consider responses of former and current clients in terms of expectations, delivery of services, quality of food services and staff, compliance with state and local health regulations, adherence to schedule, ability of Vendor's management to converse verbally and in writing with people of diverse cultures, and general overall satisfaction with Vendor performance.

The financial stability of the company and capability to perform a contract of the scope required and previous experience of the Vendor in providing food services similar in nature and scope to other comparable agencies will be an integral part of the District's evaluation process.

1. Company Information - 8 points (1 point each)

1. Provide a letter of intent summarizing in a brief and concise manner, the Vendor's understanding of the scope of work. The letter must be signed by an official authorized to make such commitments and enter into a contract with Merced Community College District. The letter must include the officer's title or authority. The letter should not exceed two pages in length.
2. Provide the main contact person and whom to notify as to short-listing, oral presentations, and recommendation of award. Include contact person's phone number and email address.
3. Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.) If Vendor is a corporation, provide a copy of the certification from the California (or other state) Secretary of State verifying Vendor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of California.
4. Provide a listing of office locations where national and/or regional personnel are located.
5. Provide a brief history of company, including number of years in business.
6. Provide a description of the standard services offered by the company.
7. Provide a listing of professional organizations of which the Vendor is a member.
8. Provide information regarding the subcontracting of any services.

2. Qualifications and Experience – 12 Points (3 points each)

1. Provide a brief statement of qualifications that includes the company's size, geographic location in relation to the project, and the office that will support the contract for this project.
2. Include information regarding previous or current contracting experience with any community colleges or other public/education agencies in California.
3. Provide a list of all accounts cancelled or not renewed in the last five (5) years. Include contact names and telephone numbers, length of service at each account, and reason for cancellation/termination.

4. Vendor must furnish a representative client listing of up to five (5) current clients that the District may contact (include the name, phone number and email address of the current primary contract representative and the date the account was acquired). The District prefers that the client references be similar to Merced Community College District's student population and be located in the California Central Valley Area.

3. Food Service Program – 33 Points

1. DINING SERVICES: 10 points

- a. Outline plan to provide everyday food service for students, staff, faculty and guests in the cafeteria. Include proposed cafeteria menu with portion and pricing information.
- b. Describe any national, regional, and/or proprietary concepts proposed for cafeteria including a plan to assess remote areas of the campus to provide food services with carts, kiosks or food truck.
- c. Describe any special promotions, advertising, merchandising, special services, menu enhancements, marketing plan and other features proposed for the cafeteria.
- d. Outline plan to provide everyday food service to students, staff, faculty and guests for the Los Banos Campus. Plan to include service based on the current amenities. In addition, provide plan for food service when the Los Banos campus café has been completed.
- e. Outline plan to provide everyday food service to students, staff, faculty and guests at the new Downey Center Café.

2. CATERING SERVICES: 9 points

- a. Submit an assessment and specific catering plan proposal including:
- b. Catering guide to include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, glassware, and silverware, (2) paper and disposables, and (3) pick- up/carry-out.
- c. Staffing levels per customer for seated service lunch and dinner functions as well as for receptions and buffet service.
- d. Provide a detailed marketing plan to be implemented which will support the attainment and retention of catering customers. Describe how a successful non- exclusive catering program will be built and maintained. The program must earn business by providing the best quality, prices and service.
- e. Describe Vendor experience with catering. Include overview of experience working with student clubs and organizations regarding catering and food service.

3. QUALITY OF FOOD: **9 points**

- a. Provide source of supply and length of supplier relationship. Indicate the USDA grades of food they intend to supply.
- b. Indicate the training given to staff on food preparation with specific emphasis on sanitation both at initial hire and ongoing.

4. CREATIVE IDEAS: **5 points**

- a. Submit any creative ideas specific to Merced Community College District or which are used in comparable situations to enhance foodservice participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.

4. Staffing and Supervision – 8 Points (1 point each)

1. Indicate the number of personnel proposed to staff the college location. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes for those in management positions. Provide position descriptions for those not in management positions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing.
2. Detail the qualifications and responsibilities of each position and their salary ranges, with minimums and maximums.
3. Contract Manager/Site Supervisor: list experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.
4. Include statements regarding employment policies to include, but not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting. The successful Respondent will verify that personnel assigned to the College are citizens of the United States of America or individuals who have been lawfully permitted to work in the United States of America as evidenced by documentation from the Immigration and Naturalization Services.
5. Submit proposed operating hours.
6. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
7. Provide schedule of management coverage in terms of days and hours.
8. Identify the location of your home office and the specific office that will have direct responsibility for the Merced Community College District's foodservice program.

5. Quality Assurance/Sanitation/Safety – 10 points (2 points each)

1. Submit a plan to provide quality assurance with respect to all aspects of the campus food program. The plan should include:
 - a. Corporate, regional and local area visitation schedule by job title.
 - b. Length of visit and who will be called upon.
 - c. Follow-up procedures for customer complaints.
 - d. A plan for ongoing as well as periodic customer service monitoring.
 - e. Forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and related tasks.
 - f. Provisions to provide pro-active attention to customer needs.
- 2 Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility.
3. Outline sanitation and safety self-inspection procedures for all food service operations at the three Merced Community College District. Provide a sample copy of any checklist used during inspection.
4. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling), and secure foodservice environment.
5. Provide a brief description of your company's overall policy/philosophy regarding Environmental Sustainability. Describe the company's environmental sustainability program and how it would be incorporated at the College campus. Provide a plan to address environmental issues: organic foods, vegetarian menu, biodegradable paper & plastic products, recycling, and composting.

6. Licenses, Insurance, and Litigation – 4 points (1 point each)

1. The prospective company must provide documentation of insurances required as well as all licenses required by the State of California to perform the duties required by the service to be provided.
2. The prospective company must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification.
3. Indicate whether your firm has filed for bankruptcy within seven (7) years.
4. Disclose the number and type of instances, by account for the past two years, in which accounts under the supervision of the proposed District Manager and/or Food Service Director/Manager received unsatisfactory ratings from the regulating health department.

7. Financial Capability – 10 points (5 points each)

1. Include the Balance Sheet, Income Statement, and Cash Flow Statement from the prior two (2) fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation. Complete audited financial statements are preferred.
2. Include a list of comparable type and size community college and primarily commuter campus accounts in California along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.

8. Financial Proposal – 15 points (5 points each)

1. The Respondent should propose a financial offer to the College, which may include a minimum guarantee, commission on net sales, profit sharing and/or other value added programs. “Net Sales” shall be defined as all sales less sales and use tax. Commissions should be broken out by cafeteria and catering.
2. The Respondent shall describe what in-kind services they are prepared to provide to each college. Further, please indicate any scholarships or other types of support your organization is willing to propose to support the mission and goals of the District and college.
3. Contractor shall also submit a year-one pro forma financial statement of revenues and expenses for the foodservice operations. Revenues should be broken out by cafeteria/catering, etc. The foodservice proforma statements are to include only those revenue and expense items directly associated with the Merced Community College District operation.

[END OF SECTION]

Appendix A

COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Firm: Corporation: _____ Proprietorship: _____
Partnership: _____ Joint Venture: _____
Other (please describe): _____

Business License Number: _____

Number of years in business under firm name: _____

Full names of firm's owners (> 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years? YES NO

If yes, provide former name(s):

Have there been any recent (within the last three years) changes in control/ownership of the firm? YES NO

If yes, explain:

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES NO

If yes, please explain:

Name and title of person completing responsible for submission of this Proposal and the responses to this questionnaire:

Signature: _____ Date: _____

Name & Title: _____

Phone: _____ Email: _____

Appendix B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am forgoing
(Typed or Printed Name)

_____ of _____, the party submitting the
(Title) (Contractor's Name)

Proposal ("the Contractor"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham RFI, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in sham RFI, or to refrain from submitting this Proposal.
4. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Contractor, or to fix any overhead, profit or cost element of the Proposal price or that of any other Contractor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Contractor has not, directly or indirectly, submitted the Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Executed this _____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____ Date: _____