

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL (RFP) No.: 23-24/08

**FOOD SERVICES
LAS POSITAS COLLEGE
CHABOT COLLEGE**



Proposal Due: February 27, 2024 @ 11:00 AM

**Return Proposals To:
District Office
Purchasing & Warehouse Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568**

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1. REQUEST FOR PROPOSAL

The Chabot-Las Positas Community College District is requesting proposals from qualified food service management firms to provide food/beverages services for the cafeteria and at Las Positas College located at 3000 Campus Hill Drive Livermore, CA 94551 and Chabot College located 25555 Hesperian Blvd., Hayward, CA 94545.

With the vendor meeting or exceeding the qualification standards of the selection committee set forth in this RFP and providing the most responsive bid, the College shall enter into a contract for an initial term of three (3) years with an option to renew for an additional two years, provided the College receives satisfactory vendor performance.

A Mandatory walk thru to review the facilities and equipment will be held on Monday, February 12, 2024 at 10:00 AM at Las Positas College, 3000 Campus Hill Drive, Livermore, CA 94551, Bldg. 1600, Rm. 1620 and Thursday, February 15, 2024 at 10:00 am at Chabot College, 25555 Hesperian Blvd, Hayward, CA 94545, Bldg. 2300 and Community and Student Services Center, Building 700 main lobby Swallow Café Kiosk.

Please plan to arrive 15 minutes early to each campus.

2. BACKGROUND AND GENERAL INFORMATION

The Chabot-Las Positas Community College District is a public, two-year California Community College District founded in 1961 serving the San Francisco Bay Area, particularly southern Alameda County, through its two colleges: Chabot College in Hayward; and Las Positas College in Livermore. The Colleges specialize in providing education services for four-year university transfers, technical training, continuing education, contract education with local businesses and community cultural enrichment. The District serves in excess of 20,000 students and employs more than 1,200 faculty members and staff. A seven-member elected Board of Trustees sets policy for the District.

LAS POSITAS COLLEGE

Las Positas College is located 40 miles southeast of San Francisco, amid one of California's fastest growing regions for business, science, and technology. Gently rolling hills and picturesque vineyards provide the scenic background for the College's 147-acre campus. Las Positas College currently enrolls nearly 10,000 day and evening students. The College offers curriculum for students seeking career preparation, transfer to a four-year college or university, or personal enrichment.

CHABOT COLLEGE

Founded in 1961, Chabot College offers educational programs and experiences for students to succeed in their education, progress in the workplace, and engage in the civic and cultural life of the community on its 94-acre campus and through online learning. Students take a variety of occupational, transfer and professional development courses while they prepare for their careers or to attend four-year institutions, take part in continued education, or receive specialized training. The Chabot College campus, located at 25555 Hesperian Boulevard in Hayward, is a core component of the District and serves over 12,400 students annually (approximately 60% of the total student enrollment in the District).

A. Las Positas College 2023 Population

Students – 9,600

Faculty and Staff - 420

Students, faculties and staff are culturally diverse and have a range of dietary needs and preferences.

Chabot College 2023 Population

B. Proposed Food Service Hours

Fall & Spring Semesters	Hours of Operation
Monday - Thursday	7:00 am to 7:00 pm (grill closes at 2:45 pm)
Friday	7:00 am – 2:00 pm (grill closes at 1:45 pm)
Saturday/Sunday	Closed
Summer Session	
Monday - Thursday	7:00 am to 5:00 pm
Friday	7:00 am to 2:00 pm
Saturday/Sunday	Closed
Fall, Spring & Summer Break	Closed

3. SCOPE OF SERVICES

A. Vendor Requirements:

- a. Provide food/beverage services for breakfast, lunch and dinner meals. Provide menu of food/beverage items available for sale at the college cafeteria which includes a sufficient variety of properly prepared food items with quality ingredients at reasonable pricing. Menu items shall routinely include ethnic foods consistent with the ethnicity of the college student body, vegetarian items, salads/salad bar and fast foods. For special District events or holidays, provide appropriate menu items relating to the special event or holiday as requested by the District.
- b. Post menu items along with pricing for all items. Such postings must be in neat and professional manner with no hand written signs used for displaying information. Hand written boards may be used for alternating daily menu items but such signs must be neat and orderly in appearance.
- c. Prior to commencement of the cafeteria operations, the contractor shall submit to the District its proposed menus and pricing schedule for review and approval.
- d. Any changes to the menu or pricing, both for routine and special events or holidays, should be submitted to the District for review and approval. In no event the District agree to food prices being raised without advance notice to the District. Justification for price increases must be provided. The District may also reasonably request modifications on menu items and pricing. The District may terminate the contract with the Contractor if prices escalate frequently or the prices are no longer reasonable to the students.
- e. Food menus should include healthy alternatives, such as oatmeal and low-fat milk during breakfast hours, ~~and~~ vegetarian, vegan, gluten-free and salad options during lunch hours.
- f. In addition to providing food items in the college cafeteria, the vendor may offer for sale in the District Cafeteria packaged food/snack items such as chewing gum, potato chips, candy and similar pre-package food/snack items. There should also be some healthy options in the snacks and packaged foods, such as nuts, granola bars, gluten-free snacks, and low-fat/salt chips.
- g. Be solely responsible for the operation and management of the college cafeteria including, but not limited to:
 - Maintenance of the cafeteria (interior)
 1. Clean and maintain the food preparation areas including floors and walls within the kitchen.

2. Furnish, at no cost to the District, all food preparation and service equipment and utensils, including, but not limited to, pots, pans, mixing bowls, and knives. Provide also supplies including, but not limited to, cups, plates, paper products, bags, trays, and others that may be required.
3. Provide and maintain all fire and safety equipment.
4. Provide pest control and exterminator services.
5. Clean, collect and dispose trash within the food service facility.
6. Coordinate with the District's Maintenance Department prior to performing any maintenance operations.

Management of contractor's personnel

1. Thoroughly train personnel in all applicable aspects of the food and customer service.
2. Provide the appropriate number of personnel per scheduled cafeteria hours. Provide back-up personnel when the regular persons are on vacation or ill.
2. Ensure the contractor's personnel shall, at all times, dress in clean uniforms, polo shirts, or T-shirts with vendor logos, wear a hat or hair covering, and maintain personal hygiene.
3. Ensure the contractor's personnel obey all campus laws and regulations including, but not limited to, driving under the speed limits, parking in designated lots, etc.

Management of Financial Transactions

1. Provide equipment to accommodate transactions using credit cards and debit cards.
2. Ring up all sales and provide a receipt to the customer.
3. Perform cash handling and collections in a professional manner at such frequencies that are consistent with proper security and accounting procedures. The District reserves the right to audit vendor's records of monies collected at any time.

Operation of "Swallow Café" kiosk in the Chabot College Community and Student Services Center

Provide snack/coffee/tea beverage services for breakfast and lunch 8:30 AM – 12:30 PM, Monday - Thursday at built in food/beverage service kiosk in Chabot College Building 700 including management of kiosk, personnel, and financial transactions as described above for the cafeteria. Provide menu of food/beverage items available for sale at the "Swallow Café" kiosk which includes a sufficient variety of properly prepared food items with quality ingredients at reasonable pricing.

h. Commission of Sales: Commencing on the fifteenth (15th) day of the first full calendar month after Contractor commencement of food/beverage service operations in the LPC and Chabot Cafeteria and on the fifteenth (15th) day of each succeeding month during the Initial Term, Contractor shall make Monthly Payments to the Chabot and Las Positas Colleges in accordance with the following schedule: Five Percent (5%) of Monthly Revenue. Monthly Revenue shall be defined as gross cafeteria and catering sales less sales tax.

j. Annual Payments. In addition to the Monthly Payments due pursuant to the foregoing, during the Initial Term of this Agreement, Contractor shall make Fixed Annual Commission Payments to the District in accordance with the following schedule:

Year of Term	Payment Due	Due Date of Payment
One	Twelve Thousand Dollars (\$12,000.00)	Thirty days after first day of their Contract
Two	Twelve Thousand Dollars (\$12,000.00)	First anniversary after Initial Annual Payment
Three	Twelve Thousand Dollars (\$12,000.00)	Second anniversary after Initial Annual Payment
Four	Ten Thousand Dollars (\$10,000.00)	Third anniversary after Initial Annual Payment

Five	Twelve Thousand Dollars (\$12,000.00)	Fourth anniversary after Initial Annual Payment
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In the first twelve (12) months of the Initial Term and during any twelve (12) month period thereafter, including Extended Term(s), Contractor will make a contribution of four thousand and five hundred dollars (\$4,500.00) to both Chabot and Las Positas College for programs that enhance Student Success. Except for acknowledgment of the Contractor’s contribution to Chabot and LPC, the Colleges shall have the sole discretion as to criteria for award of all or a portion of Contractor’s contribution and the student(s), if any to whom all or any part of Contractor contribution is awarded.

Contractor’s Transmittal of Payments. All payments due from Contractor shall be paid by check made payable to "Las Positas College" and delivered to:

Las Positas College
Attn: Administrative Services 3000 Campus Hill Drive
Accounts Payable Department
Chabot-Las Positas Community College District
7600 Dublin Blvd. 3rd Floor
Dublin, CA 94568

and
Chabot College
Attn: Administrative Services 25555 Hesperian Blvd., Hayward, CA 94545

The check and statement shall be received by the District not later than the fifteenth (15th) day of the month following the monthly commission reporting period.

- i. Maintain insurances – Provide copies of Certificates of Insurance for each policy of insurance set forth below:

Required Insurance Policy Certificate	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) aggregate

B. District will provide:

- a. Electricity, lighting, natural gas, data and telephone lines, as part of the basic fee. District will provide basic maintenance for these utilities to the point of entry to the cafeteria space.
- b. Cafeteria seating for use by all customers.
- c. Restroom facility for use of all the contractor’s personnel.
- d. Reasonable janitorial and maintenance services for exterior area of the cafeteria space.

C. Optional/Desirable Add-Ons:

- a. Vendor may propose a commission.

4. RFP SCHEDULE

The following is the schedule of this RFP:

The District reserves the right to alter or amend the timetable below as required to conclude the process to the District’s satisfaction.

Event	Date
Proposal Due Date	February 27, 2024 @ 11:00 AM
Deadline for Submission of Request for Information	February 20, 2024 @ 2:00 PM
Addenda Issuance	February 23, 2024
Issuance of Award to the selected qualified vendor	TBD

5. SUBMISSION OF RFP RESPONSE

A. Proposal Submittal

- a. **All Proposals must be submitted by mail to the following address, no later than 11:00 AM on February 27, 2024:**

**Marie Hampton, Purchasing Director
Chabot-Las Positas Community College District
7600 Dublin Blvd. 3rd Floor
Dublin, CA 94568**

- b. Proposal must be submitted in a sealed envelope including three (3) original hard copies *and* a complete electronic copy on a flash drive in Microsoft Word or PDF format. The total volume of the proposal may be no longer than twenty-five (25), 8 ½ X 11 pages (single or double sided). The face of the sealed envelope shall be clearly marked **“FOOD SERVICES” CHABOT/LAS POSITAS COLLEGES RFP: 23-24/08”**.

B. RFP Format

- a. Cover Page – The cover page shall provide the name, physical address, e-mail address, and telephone number of the person(s) available for contact regarding the Proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.
- b. Table of Contents – List the sections in Respondent’s Proposal and their corresponding page numbers.
- c. Organizational Structure - Describe your firm’s organizational structure. Supply the name or names of the individuals who will be working with the District, the roles and locations of each individual. Please provide brief resumes of these individuals.
- d. Relevant Experience – Provide details of your relevant experience which reflect the skills, knowledge, and other qualifications to successfully operate and manage a Community College cafeteria. Provide also your knowledge and understanding of food preparation and safety.
- e. Scope of Services – Response(s) addressing all the requirements stated in **Section 3**. Emphasis should be on clarity, brevity, and completeness of the response.

- f. Agreement - Please confirm in your RFP your firm’s willingness to enter into an agreement acceptable to the District.
- g. References - A list of similar projects relevant to this RFP which includes the name of the company and contact information.
- h. Non-Collusion Affidavit (Attachment 1) – By submittal and signing the response, the Responder is certifying that the response document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Responder has not induced or solicited others to submit a sham offer, or to refrain from responding.
- i. Drug-Free Workplace Certification – Contractor declare and certifies the provisions as set forth and the requirements of the California Government Code 8350 and the Drug Free Workplace Act of 1990.

C. RFP Process

- a. No other collateral or reference materials should be submitted.
- b. This Request for Proposal does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this request.

c. Cancellation/Amendments

The District reserves the right to cancel or amend this RFP by issuance of written addenda. If addenda to this RFP are issued, respondents must acknowledge receipt of addenda in their RFP responses and RFP responses must address materials/requirements relating to this RFP as described in addenda issued by the District. Failure to acknowledge and respond to any addenda issued by the District may render the Respondent’s RFP submittal to be deemed Non-Responsive and it may be rejected.

d. Questions

Any questions or clarifications pertaining to this RFP by the Respondents will be considered by the District only if submitted in writing to Marie Hampton, Purchasing Manager by email at mhampton@clpccd.org no later than 2:00 P.M. on Wednesday, January 3, 2024 at 4:00 PM. Respondents may not rely upon any verbal response to respondent’s questions or requests for clarification. All questions will be responded to in the form of an Addendum January 10, 2024.

e. Rejection of Proposal

The District will reject summarily as Non-Responsive any RFP response which is submitted after the date/time set forth above or which is considered by the District in sole and absolute discretion as Non-Responsive to material requirements of the RFP.

f. Proposal is District Property

Public Records Act: By submittal and signing the response, responses to this Request for Qualifications will become the exclusive property of the District. All materials submitted will not be returned. At the time a vendor/firm is hired and the decision is made public, all documents shall be considered public records. Exceptions to this policy will be those elements in each response that are defined by your firm as business or trade secrets and marked “proprietary” “trade secret” or “Confidential”. The District shall not be held responsible for the disclosure of any business or trade secrets that are not clearly identified.

g. Compliance with Laws and Regulations

The Responder shall comply with federal, state and local laws, regulations, and industry standards. The proposer shall also comply with the Drug-Free Workplace Act requirements of the California Government Code Section 8350 et seq.

6. EVALUATION OF RESPONSES

Responses will be evaluated based on the following criteria, not listed in order of importance:

Evaluation Criteria	Points
Response Completeness and Clarity	0-5
Background and Relevant Experience <ul style="list-style-type: none"> - Management of a cafeteria facility similar in size, scope and operation - Knowledge and understanding of food services and regulations - Management of personnel - Quality control of product and service 	0-25
Cost Proposal/Commission	0-20
Financial Stability and Ability to Provide Insurance	0-20
Menus and Pricing (variety and healthy food choices)	0-20
Quality and strength of references	0-10

7. ELECTION PROCESS

The District retains the sole discretion to determine issues of compliance and to determine whether a submittal is responsive, responsible and qualified. The District’s Review Committee will utilize several evaluation criteria but will be primarily focused on the Respondents’ information provided in response to Section 3 of this RFP.

8. AWARD PROCESS

- A. As the basis of award the District intends to utilize the determination of “best qualified to provide the required services at a fair and reasonable price to the District.” There is no guarantee expressed or implied that the District will provide work to all or any of the Respondents that submit a response to this RFP.
- B. District staff will notify the successful Respondent of the intention to enter into a successful agreement. The recommendation by the Selection Committee is not binding on the District. Formal award of any Agreement will only be affected after the District’s Board of Trustees has formally approved of such award. The District reserves the right to waive minor irregularities in the solicitation process. The District may award one or more Contract(s), or no Contract, as a result of this solicitation.

9. CONTRACT

- A. The District reserves the right to enter into one contract, or award multiple contracts, for this work or related work. The District may select a firm or firms based on the highest rated response(s) and/or interview one or more firm(s) without further discussion or interviews with other firms. The District is not obligated to invite any or all finalists for an interview.
- B. If contractual agreement cannot be reached with the apparent successful firm(s), the District may cancel the award and negotiate with the next highest ranked Responder.

*****END PAGE*****

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT:

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 2. The Bid Proposal is genuine and not collusive or sham.
- 3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, 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 Bid Proposal and related documents are true.
- 6. The bidder has not, directly or indirectly, submitted the bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

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