



# **Chabot - Las Positas Community College District**

**RFP No. B-16**

**Food Services at Chabot College  
Request For Proposal**

**RELEASE DATE: MARCH 23, 2015**

**MANDATORY PRE-BID CONFERENCE AND WALK: WEDNESDAY, MARCH 30, 2016  
at 10:00 A.M.**

**QUESTIONS DUE BY: WEDNESDAY, APRIL 6, 2016**

**PROPOSAL DUE BY: THURSDAY, APRIL 14, 2016 by 4:00 P.M.**

**SHORTLIST PANEL INTERVIEW (If Necessary): MAY 2-13, 2016**

**District Office, Purchasing Department  
7600 Dublin Blvd. 3<sup>rd</sup> Floor  
Dublin, CA 94568**

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## Section 1 GENERAL INFORMATION

### 1.1 Introduction, Mission and Overview

Chabot College is a public, two-year institution and is one of two separately accredited colleges in the Chabot-Las Positas Community College District located in the city of Hayward and services the educational needs of students in the Hayward, Union City, Castro Valley, San Lorenzo and San Leandro areas.

Founded in 1961, the college has a current enrollment of approximately 15,000 (10,480 Full-time Equivalent Students) and offers curriculum for those seeking transfer to a four-year college or university, career preparation, or basic skills education. Students who come to the College can choose from 26 Occupational Associate Degrees, 17 Transfer Associate Degrees, and 37 Certificate Programs. In addition, the College offers community education courses geared toward personal development and cultural enrichment.

Members of a seven-member, elected Board of Trustees set policy for the Chabot-Las Positas Community College District. The registered voters of nine communities elect trustees from the following areas: Castro Valley, Dublin, Hayward, Livermore, Pleasanton, San Leandro, San Lorenzo, Sunol and Union City.

The District, on behalf of the college, seeks proposals to furnish and install equipment and materials necessary to operate a full-service kitchen to provide food service to staff, faculty, students and the community. Vendors must submit their proposals in accordance with the specifications and conditions contained in this Request for Proposal (RFP). The District anticipates that the start date for the new contract will be January 1, 2013.

### 1.2 Current Food Service Operations

Chabot College provides the current food services contractor with the exclusive use of food preparation/kitchen facilities, food storage areas, office area and shared user of the dining areas indicated on the attached floor plan (Attachment A). The College will provide these areas to the successful food services provider.

#### 1.2.1 **Food Services Calendar.**

Chabot College offers credit instruction on a fall and spring semester schedule, and a six-week summer session. College students are not on campus on normal holidays, during the period between Christmas and New Years Day, during a one week Spring Recess, and a four-week summer recess period. Staff is on campus during non-holiday periods

when classes are not in session. The Food Services Contractor will provide limited food services during these periods.

**1.2.2 Food Service Facility.**

At a minimum, Chabot College Cafeteria will be open on all days during the academic year when classes are in session, except Saturdays and Sundays. The Food Services Provider will also provide limited food services for faculty and staff on workdays when College classes are not in session. Classes are normally conducted from 7:00 a.m. - 10:00 p.m. Monday through Thursday and 7:00 a.m. - 5:00 p.m. on Fridays. The College also conducts annual Summer Sessions. This schedule results in a two week summer period when no classes will be in session. A copy of the college's current year's academic calendar is provided for your information (Attachment B). Dates are estimated without guarantee.

**1.3 Schedule of Events**

<u>Milestone</u>	<u>Date(s)</u>
Issue Date of RFP	March 23, 2016
Chabot College: Pre-Bid Conferences and Job Walk	Wednesday, March 30, 2016 at 10:00 a.m.
RFI Questions Submission Deadline	Wednesday, April 6, 2016
Deadline for Receipt of Proposals	THURSDAY, APRIL 14, 2016 by 4:00 PM
Evaluation Period	April 15 <sup>th</sup> through April 29 <sup>th</sup> , 2016
Shortlist Panel Interview Period	May 2 <sup>nd</sup> through May 13 <sup>th</sup> , 2016
Recommendation for Award	Monday, May 16, 2016
Contract Award by Board of Trustees	May 17, 2016
Contract Start Date	June 1, 2016

**End of Section**

## Section 2 SCOPE OF WORK

### 2.1 Food Service Logistics

Contractor is responsible for all food, labor, equipment (except that equipment that is already provided by the District), materials and supplies required to administer the Food Services Program. **(NOTE: CHABOT COLLEGE HAS AN EXCLUSIVE PEPSI BEVERAGES COMPANY CONTRACT.)** These responsibilities include, but are not limited to, the following:

2.1.1 **Menu.** The Food Services Provider will plan the menu program to include hot foods and a variety of food types including fresh, organic and ethnic foods (available all day) that relate to the each College's diverse student population, vegetarian menu items, salads/salad bar, occasional holiday fare and fast food items. A list of menu items and pricing shall be posted in the cafeteria area at all times. The Food Services Provider may change menu items to reflect customer preferences or changes in demand. The Food Services Provider must meet with the College's Cafeteria Advisory Committee to review or revise all proposed menu item or pricing changes at the end of each term.

2.1.2 **Food Preparation.** Procurement of food, including condiments, dressings, spices and other foodstuffs required in preparing and serving menu fare. Food Services Provider shall hire and retain qualified cooks, food preparation personnel, cashiers, and all other staff required to meet the food service requirements. The cafeteria food preparation, display and service areas that are currently provided by the College may not be equipped with all kitchen equipment, display and serving equipment and fixtures that may be required by the Food Services Provider. The Food Services Provider shall, as a part of its Proposal, agree to furnish at its own expense all required food preparation equipment, food storage equipment, and food display and serving equipment, not provided as a part of the Contract, but that are required for the successful implementation and operation of the College's Food Services Program. In addition to any equipment that the Contractor may choose to furnish, the Food Services Provider will also furnish, at no cost to the District, all minor food preparation and service equipment and utensils, including but not limited to pots, pans, mixing bowls, knives, spatulas, etc. that will be required in the operation of the Food Services Program. The Food Services Provider shall retain ownership of all equipment and utensils furnished as part of this Contract. The Food Services Provider must specify raw and other perishable food handling, storage and preparation techniques that employed to ensure compliance with regulatory health and safety standards.

2.1.3 **Service Distribution and Layout.** The Food Services Provider

duties include maintaining adequate food and materials inventories to support program and avoid any disruption in service. The Food Services Provider shall design and implement efficient operational floor plans for the kitchen, dining room, serving area and all other space assigned to the Food Services Provider. The Food Services Provider shall ensure its operations comply with all applicable safety requirements including the Americans with Disability Act (ADA), Cal-OSHA and District policies and procedures and Alameda County Environmental Health Department.

2.1.4 **Brand Name Strategy.** District may accept proposals on partnership where by recognized and popular Brand name operations enhance the College's food services program. National, regional or local Brands may be offered with attendant description of improved results in the food services program in terms of quality, image and revenue.

2.1.5 **Point of Purchase Options.** Provider must provide point of purchase options which may include Pay by Phone App or chip reader to enable a print receipt on demand and without a minimum charge limit.

## 2.2 Satellite Operations

In addition to the comprehensive food services program in the College's Cafeteria (Building 2300), the Food Services Provider will provide daily food service at a second outdoor location near the Performing Arts Center (Building 1300) and the Community Student Services (Building 700) . This service may be a food truck, kiosk, cart, other mobile unit or fixed structure. Contractor must obtain the College's permission to erect a temporary or permanent structure to meet this requirement. The menu options for this site should include beverages, including coffee, milk, juices, and sodas. Food served may be a combination of prepackaged foods, organic and/or prepared (cooked) meals. The food service requirements for each site will be to have serviceable hours and select products. Food Services Provider may choose to operate additional satellite food and beverage or coffee sales carts at other locations.

## 2.3 Facilities Maintenance

2.3.1 **Facility Services Provided by the District.** The District will provide the following services:

- Space and equipment indicated in the attached drawings of the cafeteria and kitchen areas (See Attachment A).
- All normal facility and utility system maintenance, including replacement or repair of wall coverings, flooring, and furniture items that have been damaged from normal operations of the food services program.



- The primary use of three cubic yard trash bins for the purpose of refuse disposal.
- Recycling containers for paper products, plastic and aluminum cans. Food Services Provider must comply with current and future recycling mandates maintained and implemented by the District's Recycling coordinator.
- The District will be responsible for the maintenance and repair of District owned furniture, fixtures, and equipment provided to the Contractor for the operation of the food services program.
- The periodic deep cleaning of kitchen hoods, grease traps and filters, and floor drains.

These services will include the sweeping of floors and the vacuuming of carpeted areas. The District will also be responsible for the periodic waxing and buffing of **all** vinyl floors.

**2.3.2 Contractor Maintenance Requirements.** The Food Services Provider shall provide daily custodial services necessary to maintain a clean and orderly facility during operational hours for the cafeteria, kitchen, and food storage areas used by the Food Services Provider. These custodial services shall include the as needed, daily and frequent clean-up of table tops, vinyl tile floors, carpeted areas, counter tops, and other areas that are subject to food spills. The Food Services Provider shall be responsible for the daily cleaning of all food service and preparation surfaces and equipment. Additionally, the Food Services Provider shall be responsible for the daily cleaning of all kitchen hoods, grease traps and filters, floor sinks and drains as far as can be reached by hand. All custodial related services performed by the Food Services Provider must meet the District's custodial cleaning standards. All Food Services Provider-owned equipment must be kept in working order by the Food Services Provider including regular preventative maintenance. Food Services Provider will dispose of grease and any hazardous materials at its own cost in accordance with all Federal, State and local laws and regulations.

## 2.4 Catering Services

Unless otherwise specified in the contract documents, the Food Services Contractor will be given first priority in providing catering services for on-campus College, Associated Students of Chabot College (ASCC) and other College organizations and their sponsored functions such as banquets, luncheons, conferences and meetings. The College reserves the right to obtain catering services from other sources if the College subjectively

determines that the Contractor cannot provide the variety and/or quality of services required at reasonable and competitive prices.

## 2.5 Program Management

The Food Services Provider shall appoint a full-time experienced on-site manager to supervise daily food service operations and shall employ adequate full-time and part-time resident staff required to provide full food services. All new staff hiring shall be approved by the District and all staff shall undergo the required health and security checks required while working in an academic environment. Required goods and services include, but not limited to, the following:

- Bookkeeping, payroll and cash management services
- Customer service and complaint resolution services
- Contract management liaison with the College
- Purchasing and inventory supply services
- Sales and marketing services
- Personnel supervision
- Uniform procurement or lease and cleaning service
- Electric, gas, water, and utility charges
- Printing and stationery supplies
- Labor – including all personnel directly involved in food service operation
- Foodstuffs
- Table linen, flowers, candles and other decorative items
- Pest control services
- Supplies, including cleaning supplies.

## 2.6 Material Omissions to Scope of Work

It is the College's expectation that the entirety of the services set forth in the RFP and any resulting contract be completed for the stated proposal fee structure; any services or items omitted but reasonably necessary to accomplish this intent shall be performed or furnished by the Food Services Provider at no additional cost to the College.

## 2.7 Exclusions To Scope Of Work

The following food services are not included in the scope of the Food Services Contract:

- Concessions at athletic contests, concerts, theater productions or other special events on campus.
- The sale of gum, candy, snack and beverage items by the College Bookstore.
- Vending machines.

- Food or beverage requirements of third parties who are renting facilities from the College.
- The periodic sale or give away of non-commercial food items and beverage items by College sponsored clubs or other organizations for educational, promotional and/or fundraising purposes.
- Catering services for College events that are conducted at off-campus locations.
- Mobile food truck service providing food and beverage services to contractors at campus construction sites.
- Periodic barbecues, picnics, receptions, potluck meals and bake sales, conducted by and for College faculty and staff or student groups.

**End of Section**

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### Section 3 INSTRUCTIONS TO PROPOSERS

#### 3.1 Locations of Work

Services will be provided at Cafeteria/Student Center Building 2300 on the Chabot College campus, 25555 Hesperian Boulevard, Hayward, CA 94545.

#### 3.2 Proposal Deadline

Proposal can be mailed or submitted electronically to Purchasing and Contract Manager, including any supporting documentation and *received no later than 4:00 p.m. PST on Thursday, April 15, 2016*. Faxed proposal will not be accepted. Failure to meet the deadline will result in disqualification of the proposal without review.

Send proposal electronically to Victoria Lamica, Purchasing Manager at:  
[vlamica@clpccd.org](mailto:vlamica@clpccd.org)

All Proposer(s) mailing the submittal of proposal to:

Ms. Victoria L. Lamica,  
Purchasing and Contract Manager  
Chabot-Las Positas Community College District  
7600 Dublin Blvd., 3<sup>rd</sup> Floor  
Dublin, CA 94568

All Proposer(s) request shall include:

1. Firm's Name and address
2. Contact Name, title and email address
3. Letter of Interest

#### 3.3 Questions Regarding Proposals (RFI)

Submit all questions regarding the RFP during the pre-submission process, in writing, or email to the District's Purchasing and Contract Manager:

Ms. Victoria L. Lamica  
Chabot Las-Positas Community College District  
7600 Dublin Blvd., 3<sup>rd</sup> Floor  
Dublin, CA 94568  
E-mail: [vlamica@clpccd.org](mailto:vlamica@clpccd.org)

All questions will be responded to in writing within three (3) business days of submission. The last day for submission of questions is Wednesday, April 6, 2016. To ensure each Proposer receives equal information in preparing their proposal, Proposers are prohibited from directly contacting other District employees during the pre-submission process. No oral interpretations, clarifications or modifications to the RFP documents are authorized on behalf of the District and Proposers shall not rely on such interpretations, clarifications or modifications in preparing their proposals.

3.4 Pre-Proposal Conference

A **MANDATORY** Pre-Proposal conference and walk will be held at **10:00 a.m. on Wednesday, March 30, 2016** at:

Chabot College  
Administration Building 200, Board Room 200  
25555 Hesperian Boulevard  
Hayward, CA 94545

Sign-in will begin at 9:45 a.m. PST; the meeting will begin PROMPTLY at 10:00 a.m. The purpose of this conference is to discuss with prospective Proposers the scope of work, and to answer questions arising from initial review of this RFP. Proposers should have reviewed the RFP thoroughly before the pre-proposal conference and be familiar with its contents.

3.5 No District Obligation to Contract

Receipt of proposals in response to this RFP does not obligate the District in any way. The right to accept or reject any proposal shall be exercised solely by the District. The District shall retain the right to abandon the RFP process at any time prior to the actual execution of a contract with a vendor, and the District shall bear no financial or other responsibility in the event of such abandonment.

3.6 Proposer's Financial Condition

The Proposer must demonstrate to the District's satisfaction that its company is financially sound. Proposers must submit, with their proposal, a copy of their most recent audited financial statement. If a Proposer is not a public corporation, verifiable financial information of a comparable nature to an audited financial statement must be provided.

3.7 Authorized Signature

Proposals must be signed by an individual with legal authorization to contract on behalf of the organization.

3.8 Proposal Validity Period

The proposal must remain valid for at least 90 days after submission.

3.9 Proposal Format

IT IS MANDATORY that the formats be followed exactly and completely as

they appear. Proposers are REQUIRED to organize responses into the following sections:

- Section 1. **Executive Summary:** Summarize overall service performance and how the vendor organization and its proposed solutions can best meet the current and future food service needs of the District. Include in this summary a discussion of your organization's partnership potential with the District as demonstrated in your response to the RFP.
- Section 2. **Company Information:** Provide the complete legal business name, address, telephone number, and name(s) of officer(s) authorized to legally bind the company. The proposal must be executed by a fully authorized official. Additionally, provide a detailed listing of the company resources, including personnel, available to implement your proposed solution(s). Please include resumes of your company's officers and any personnel that may be assigned to this project. Include the company's most recent audited financial statements in this section.
- Section 3. **Proposal/Solution(s):** Describe in detail how your firm will address the District's food service program needs as outlined in this RFP (specifically Section 2 - Scope of Work). All proposers shall provide in this section the following information and documents with their proposals: (1) A detailed description of the company's corporate or other organizational structure; (2) A chronological history of the operation of the company during the past ten years, including major food services customer accounts, the size of the accounts, etc. (3) Describe the way in which you would respond to the above requirements. (4) A description of the types, and retail sales prices, of food items that would be prepared on a daily basis including several sample daily menus of regularly offered food items and "specials" that might be offered. (5) A description of your standards as to the raw foods/materials that you would purchase for preparation. (6) Include a description of the menus and per plate costs of a typical catered luncheon that you might provide to a College group with an inexpensive/moderate/expensive budget. (7) A description and list all major equipment items that the Contractor will provide and install, at no cost to the District, as a part of the Food Services Contract. (8) A list in general terms, the minor equipment and service utensils that the Contractor will furnish at no cost to the District. (9) Provide, examples through case studies, training manuals, or other documentation that demonstrates the Contractor's commitment to sanitation, food production and presentation and customer service.
- Section 4. **Client References:** All proposers shall include references from

the owners of two or more institutional food services operations that it has successfully operated for similarly sized commercial or public agency accounts. Required reference information shall include written letters of recommendation from the company or agency executives, administrators and/or managers responsible for the administration of the food services program, the names and telephone numbers of other contact individuals, and food services location addresses.

Section 5. **Investment Proposal.** Complete the attached Investment Proposal Form (Section 5). All proposed pricing must include an annual commission unrelated to sales and an annual commission based on a percent of sales. For capital improvements, include depreciation schedules in this section. Also, address the following questions in this section: What commission percentage of total gross sales do you guarantee to pay to the District on a monthly basis during each year of the contract period? What annual minimum guaranteed commission do you propose to pay to the District during each year of the contract period?

Section 6. **RFP Acceptance Form:** An authorized representative of the company must sign and date the RFP acceptance form and return with the proposal.

Section 7. **Other Information:** In this section, include any additional relevant information that may be helpful in evaluating your proposal.

### 3.10 Oral Presentations

Upon receipt of proposals in response to this RFP and the District's subsequent review of such, the District may invite, at its sole discretion, one or more proposers to make an oral presentation to the selection committee to obtain further information regarding the food services program proposed by the Contractor and the Contractor's past food services programs.

### 3.11 Site Visits

The selection committee may elect to visit one or more food services program sites operated by one or more proposers to evaluate the quality and comprehensiveness of the Contractor's services.

### 3.12 Evaluation of Proposals

A selection committee consisting of administrators and staff members from the District and Chabot College will evaluate the proposals. The following categories will provide the basis for the evaluations:

- Compliance with RFP guidelines and overall acceptance of RFP requirements, particularly the RFP Contract Terms and Conditions.



- Comprehensiveness of the written proposal and the oral presentation in addressing this RFP and other reference materials presented by Contractor.
- The Proposer's demonstrated experience in, and reputation for, managing similar sized food service program in a college or university, government or business environment.
- The Proposer's resources in terms of qualified personnel, knowledge, skill and experiences in addressing the College's needs as detailed in this RFP and other college-provided documentation.
- A reasonable and complete financial proposal to cover services required in response to this RFP and demonstration of financial capacity to remit timely commission payments.
- The physical improvements that the Contractor intends to make, at its own expense, in improving the College's food preparation, food service, and dining facilities.
- Results of inspection and evaluation visits by District and College staff of other food services programs operated by the Contractor.

### 3.13 The District Not Responsible for Preparation Costs

All costs incurred in the preparation, submission and/or presentation of the proposal response to the RFP, including, but not limited to, the Proposer's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation because of termination of this RFP or termination of the contract resulting from this RFP.

### 3.14 Right to Use Ideas

All proposals submitted become the property of the District. The District reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Proposer. Selection or rejection of the proposal shall not affect this right.

### 3.15 Contract Negotiations

Upon preliminary vendor selection, contract negotiations shall commence. If the selected Proposer fails to provide the necessary information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the services, the District may elect to terminate negotiations, negotiate with another Proposer, or terminate the entire acquisition process. The District reserves the right to award any contract resulting from this RFP to any responsive and qualified vendor providing a proposal based on the selection criteria of this RFP, with such determination to be made by the

District at its sole discretion. The District also reserves the right to waive any technical irregularities in the proposal submission process.

3.16 Contract Term

The original term of this contract shall be for a period of five (5) years from the date of execution of contract documents. The District may choose to lengthen the term of the contract period in return for capital investments by the Contractor in College facilities. The District shall also have the right to extend this contract for two additional one-year periods at a Monthly Commission Rate/Annual Guaranteed Commission Amount that is mutually agreeable to the District and Contractor. The total length of the contract, including extensions, will not exceed five (5) years.

3.17 Contract Approval

This RFP does not obligate the District until the execution of a written contract in a form approved by the District at its sole discretion. Upon approval of a contract, the Contract is effective from the date of approved or ratified by the District's governing board. The District shall not be responsible for work done, even in good faith, before approval of the contract by the District.

3.18 RFP Inclusion in Contract

The District's Request for Proposal, any district-generated RFP addendum and the Proposer's response, will be incorporated into the finalized Contract as Exhibits. Wherever there is variance between the language in Proposer's standard contract terms and conditions and the requirements and commitments stated in the District's RFP and Proposer's response, those requirements and commitments set forth in the District's RFP and Proposer's response will take precedence over the Proposer's standard contract terms and conditions.

**End of Section**

## Section 4 TERMS AND CONDITIONS

The Chabot-Las Positas Community College District on behalf of Chabot College believes terms and conditions presented in this RFP to be reasonable and necessary to protect the District's best interests. Therefore, the District expects the selected Proposer to accept them as an integral part of any contract resulting from this RFP. If the Proposer disagrees with, or cannot comply with, any provisions listed herein, then the Proposer must provide a full explanation of their objection to the specific item (identifying it by specific Subsection number and heading), and provide alternative verbiage that they deem acceptable. Proposers recognize that any such exceptions taken may result in proposal disqualification by the District and that the absence of proposal disqualification does not imply District acceptance of any alternative verbiage.

### 4.1 District Responsibilities

- 4.1.1 **Facility Space.** The District will provide to the Contractor such space for its Food Service Program operation indicated in the Contract Documents.
- 4.1.2 **Facility Maintenance Services.** The District will provide the Contractor with all normal facility and utility system maintenance, including replacement or repair of wall coverings, flooring, and furniture items that have been damaged from normal operation of the Food Services Program and ductwork and light fixture repair and replacement work.
- 4.1.3 **Disposal Service.** The District will provide the Contractor with the primary use of three (3) cubic-yard garbage bins for the purpose of refuse disposal.
- 4.1.4 **District-owned Equipment Maintenance.** The District will be responsible for the maintenance and repair of District-owned furniture, fixtures, and equipment provided to the Contractor for the operation of the food services program.
- 4.1.5 **Custodial Services.** The District will be responsible for the periodic deep cleaning of kitchen hoods, grease traps and filters, and floor drains and providing daily custodial services to the following areas:
- Dining & Student Activity
  - Vending Machines
  - Staff Dining
  - Conference Room
  - Corridor of Rooms

These services will include the sweeping of floors and the

vacuuming of carpeted areas. The District will also be responsible for the periodic waxing and buffing of **all** vinyl floor areas. The Contractor will be responsible for keeping these areas clean and debris-free when open for business.

- 4.1.6 **District Access to Facilities.** The Contractor shall have the exclusive use of the Cafeteria kitchen area, food storage areas, refrigerated storage areas, Cafeteria office and locker room area. Duly authorized District and College personnel shall have emergency access at any time to the facilities used by the Contractor for the operation of food services at the College. The District shall have the right to use the Cafeteria's general dining areas for classes, meetings, dances, functions and activities when it does not interfere with the Contractor's regularly scheduled hours of food service.
- 4.1.7 **District Approval of Operating Hours.** The Contractor shall obtain District approval of any schedule changes to the food services operation. Contractor shall provide a written request for schedule changes to the District. Contractor shall present schedule change requests to the District, at a minimum, thirty (30) calendar days before the requested schedule changes would take effect. The District shall respond to the schedule change request within 10 calendar days after receipt thereof. The District reserves the right to change food service operational hours to accommodate a special event or program at its discretion. In the event of any changes to operational hours by the District, the District shall provide the contractor with ten (10) calendar day advance notice in writing.
- 4.1.8 **District Approval of Menu Items and Pricing.** The District shall have the right to approve the Contractor's menu and pricing. The Contractor shall provide a written menu proposal with pricing for District approval. Contractor shall present any changes in menu items or pricing to the District, at a minimum, thirty (30) calendar days before the requested changes would take effect. The District shall respond to the menu change request within 10 calendar days after receipt thereof.
- 4.1.9 **District Representative.** The District will identify its Representative. The District Representative will be the point of contact at the College for the day-to-day operations and to whom all correspondence should be sent.

## 4.2 Contractor Responsibilities

- 4.2.1 **Work Performance Standards.** Contractor warrants and represents to the District that all contracted systems and services shall be completed in a good and workmanlike manner and in

accordance with the highest standards of the food services industry.

- 4.2.2 **Permits, Licenses, Ordinances and Regulations.** Any fees required by Federal and State laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the Contractor will be paid by the Contractor. All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the Contractor, and the Contractor shall give all notices that are required in connection therewith. Contractor shall comply with all applicable licensing requirements, and applicable Federal and State laws, and County of Alameda and City of Hayward regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP and which place obligations on the Contractor with respect to its performance under any subsequent contractual commitment. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.
- 4.2.3 **Fair Labor Practices Compliance.** By executing any contract resulting from this RFP and which place obligations on the Contractor with respect to its performance under any subsequent contractual commitment, the Contractor certifies and acknowledges compliance with all Federal Fair Employment Practices, Equal Employment Opportunity, Section 504 and Title IX Regulations.
- 4.2.4 **Health Standards.** The Contractor shall comply with all County health standards and Hayward and/or Livermore city ordinances relating to food preparation and storage; personnel; and the cleanliness and maintenance of kitchen, food service, storage and dining areas.
- 4.2.5 **Drug-Free Workplace Certification.** Contractor by executing the Contract, certifies that it is aware of the provisions and requirements and is in compliance with the Drug-Free Workplace Act of 1990 (California Government Code §8350 et seq).
- 4.2.6 **Taxes.** The Contractor shall be solely liable for, and shall pay at its sole expense, all taxes lawfully assessed in connection with or arising out of this Contract, including, but not limited to, State Franchise Sales tax, and any County or City Property Taxes or special assessments.
- 4.2.7 **Independent Contractor.** The Contractor shall perform all services as an independent contractor, and shall discharge all of its liabilities as such. No acts performed, or representations made, either orally or in writing, made by the Contractor to third

parties shall be binding on the District.

4.2.8 **Personnel.** All contractor personnel assigned to the project must be approved by the District. The District reserves the right to disapprove the continuing assignment of Contractor's personnel assigned to this project. If the District exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the District agrees that an equitable adjustment in schedule or other terms may be affected. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the District with regard to assignment of its employees; however, subject to the provisions in this subsection, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.

4.2.9 **Subcontractors.** Contractor must agree that all services resulting from this RFP shall be performed by fully qualified Contractor-employed personnel unless otherwise stipulated by mutual agreement in the finalized Contract. Contractor shall not contract for, or permit any subcontract work to be performed without prior written authorization of the District. The selection of subcontractors must be acceptable to the District; such acceptance shall not be unreasonably withheld. If, in the District's reasonable judgment, any subcontractors fail to perform the Work in strict accordance with the Contract, Contractor, after due notice from the District, shall discharge the same, but this discharge shall in no way release Contractor from its obligations and responsibilities under the Contract. The Contractor shall be responsible for correcting all insufficient work by its subcontractors at no costs to the District. Every subcontractor performing work on behalf of Contractor shall be bound by the conditions and provisions of the Contract as applicable to its work. Nothing contained in the Contract shall create any contractual relations between the subcontractor and the District. Contractor shall be fully responsible to the District for the acts and omissions of its subcontractors. If subcontractors will be used, Proposers must provide the following in their proposals:

- The complete names and addresses of all subcontractors proposed to be used;
- The type and percentage of work each proposed subcontractor will be providing;
- Each proposed subcontractor's qualifications to perform such work:

- A minimum of three- (3) customer references (with contact names and telephone numbers) for similar scope and magnitude of work that each proposed subcontractor has performed within the two years;
- A written statement from each proposed subcontractor verifying their commitment to perform the services indicated to be completed by them;
- Evidence of all proposed subcontractors' valid permits and licenses as required by Federal, State, or local law or practices.

Substitution of any proposed subcontractor will only be allowed after prior written permission is received from the District. The District reserves the right to reject any proposed subcontractor for reasonable cause.

**4.2.9 Warranties.** Contractor warrants the competence of its services and that the services provided hereunder by Contractor, and any sub-contractors, shall conform to customarily accepted standards of care and practice appropriate to the nature of the services rendered as described in this RFP or the Contractor's response to the RFP, comply in all respects with the requirements of this RFP and any of its amendments, and be suitable for their intended purposes. In the event that such services fail to conform to warranty and such failure is discovered while the work is in progress or later, Contractor shall, upon written notice from the District, within fifteen (15) days of discovery, re-perform such services at its own expense and without further compensation from the District. The remedy provided above shall be for services that fail to conform to this warranty; provided, however, should Contractor fail or refuse to perform promptly its obligations under this warranty, the District may render to undertake the performance of the Work and Contractor shall be liable for any expenses thereby incurred. Neither the District's failure to make inspection, failure to discover defective work, approval of such work, or any portion thereof, nor payment to Contractor shall excuse Contractor from its obligation under this warranty.

**4.2.10 Insurance.** The Contractor and any subcontractors shall each provide at its expense the insurance amounts and policies listed below and shall deliver Certificates of Insurance to the District evidencing the insurance coverages. The Certificates of Insurance and the insurance policies, shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor and its

subcontractors shall name the Chabot-Las Positas Community College District as an additional insured as its interest may appear. All insurance and coverages required and maintained by the Contractor under this Contract if overlapping with insurance maintained by the District, shall be deemed primary and non-contributing with any policies maintained by the District. Any District insurance policies shall be deemed excess insurance.

**Comprehensive General Liability Insurance:**

Per Occurrence	\$1,000,000
Aggregate	\$5,000,000

**Workers Compensation Insurance**

In accordance with limits established by law.

**Professional Liability Insurance:** \$1,000,000

(Must include crime and employee dishonesty insurance)

No changes in insurance may be made without the written approval of the District. The District reserves the right to approve any insurance proposed by the Contractor.

4.2.11 **Bonds.** The District at its sole discretion may require the Contractor to provide a Performance Bond and/or Labor and Material Payment Bond equal to 100% of the total contract commission payments. Such bonds, if required, must be provided to the District the execution of any contract arising from this RFP.

4.2.12 **Indemnity.** Contractor agrees to hold harmless and indemnify the District, its Board of Trustees, officers, employees, agents, and representatives, including Las Positas College's recognized student groups from and against any and all claims, losses, liabilities, damages, and expenses arising from the negligent, or claimed negligent, performance of any contract arising from this RFP process by Contractor, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of the District, its Board of Trustees, officers, employees, agents, and representatives, including Las Positas College's recognized student groups. Contractor agrees to defend the District, its Board of Trustees, officers, employees, agents, and representatives, including Chabot and Las Positas College's recognized student groups against any such claims. This provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence, willful misconduct, or active negligence of the District.

4.2.13 **Liens.** Contractor shall indemnify, defend and hold the District, and its equipment and other property, forever free and clear from



all liens for labor and material furnished by or on behalf of Contractor.

#### 4.3 Contract

4.3.1 **Contract Period.** The Contract Period shall be for five (5) years from the date of execution of the Contract.

4.3.2 **Commission Payment Schedule.** The Contractor shall pay 1/12<sup>th</sup> of the percentage of sales commission by the tenth day of each month during the term of the Contract. The fixed annual commission and any other commissions shall be paid annually.

4.3.3 **Changes.** During the course of performing the services, the Contractor may be required to perform additional work within the general scope of the contract. At such time when additional work is required, the District shall forward to Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. Contractor shall obtain advance written approval from the District for all proposed changes of major furniture and equipment items. The Contractor shall consult with the District regarding the retail sales prices of food and beverage items. The District reserves the right to compare the Contractor's retail sales prices to those found in the immediate geographical vicinity of the District.

4.3.4 **Contract Default Termination.** If Contractor fails to provide, produce, deliver, install, or implement any materials, processes, programs, systems, data or other contracted goods or services in accordance with the work description set forth in this RFP, the Contractor's response to the RFP or any Contract resulting from this RFP, within the time limits specified in the Contract, or pursuant to any other parts of the Contract that provide for termination or define a default, the District may, upon ninety (90) calendar days' written notice to Contractor specifying the default, terminate this Contract or, at the District's option, such portion of this Contract as to which there has been default. If Contractor corrects the default, and provides the District a written confirmation describing how the default was corrected, within such 90-calendar-day period, and the District reasonably agrees in writing that the default has been corrected, this Contract shall continue as if the termination notice had not been given. In the event of termination for cause, Contractor shall assist and cooperate with the District in effectuating such termination in an orderly fashion in order to minimize disruption to the food services operation.

4.3.5 **Capital Investment Buy-Back.** In the event of termination of

the Contract by either party, for cause or without cause, the District agrees to a buy-back option under which the District shall purchase the not yet amortized portion of the invested amount.

#### 4.4 Miscellaneous

4.4.1 **News-Releases, Publicity and Advertising.** News releases or any other external or internal publicity pertaining to the District, this RFP, or the subsequent services to which it relates shall not be made without prior written approval of the District, and then only in coordination with designated District personnel. In no instance shall the College and/or District name be used by the Contractor in connection with any advertising or promotions without the specific written consent of the District.

4.4.2 **Force Majeure.** If the Contractor's performance under any contract resulting from this RFP is interfered with by reason of any circumstances beyond their reasonable control, including without limitation, fire, explosion, acts of God; war, revolution, civil commotion, or acts of public enemies; labor disputes or strikes; or shortage of materials; then the Contractor shall be excused from such performance on a day-for-day basis to the extent of such interference (and the District shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such obligations relate to the performance so interfered with). A delay caused by shortage of materials shall not qualify under this subsection unless the Contractor furnishes to the District documentary proof that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain such materials when originally planned did in fact cause a delay which could not be compensated for by revising the sequence of the Contractor's operations. Delays in obtaining materials due to the Contractor's priority in meeting the requirements of other clients will not constitute an appropriate or acceptable reason for delays under this subsection. Except for any additional compensation provided for under any contract resulting from this RFP, Contractor shall have no claim for damage or compensation for any delay or hindrance.

4.4.3 **Assignment.** No contract resulting from this RFP may be assigned by the Contractor without the prior written consent of the District, except that such Contract may be assigned to a successor to all of Contractor's business.

- 4.4.4 **Material Breach.** In case of any material breach of any Contract resulting from this RFP by either party, the aggrieved party shall be entitled to use mediation, arbitration or other legal remedies available in accordance with law.
- 4.4.5 **Severability.** If any portion of the Contract resulting from this RFP is invalidated, the Contractor and the District agree that such invalidity shall not affect the validity of the remaining portion of the Contract. Contractor and the District agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- 4.4.6 **Audit Rights.** The District reserves the right to audit or cause to be audited the Contractor's financial records and accounts regarding the District's account at any time during the term of the Contract and for a period of five (5) years after the contract termination date.
- 4.4.7 **Conflicts in Terms (Precedence).** If conflict arises from the RFP, vendor proposal, or any resulting Contract, the District shall be entitled to unilaterally remedy the conflict in its own best interests, as follows: Any variance between the language in Contractor's standard contract terms and conditions and the requirements and commitments District in this RFP and Contractor's RFP response, those requirements and commitments will take precedence over language of Contractor's standard contract terms and conditions.
- 4.4.8 **Notices.** All required written communications by either the District or the Contractor resulting from this shall be sent by certified or registered mail, return receipt requested, postage prepaid, by telegram or facsimile, or by hand delivery with receipt acknowledged. All notices between the District and the Contractor will be communicated as noted in this subsection. Upon mutual agreement, the communication method of written notices may be changed. Any notice given pursuant to this Subsection shall be effective three (3) days after the day it is mailed, upon receipt as evidenced by the U.S. Postal Service return receipt card, or by written acknowledgement of hand delivery, facsimile transmission, whichever is earlier. The inability to deliver because of a changed address or facsimile number of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.
- 4.4.9 **Governing Law.** The formation, interpretation and performance of any Contract resulting from this RFP shall be governed by the laws of the State of California, provided that

no provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties. No lawsuit pertaining to any matter arising under or growing out of this Contract shall be instituted in any State other than California. Any legal proceeding with respect to this Contract shall be filed in the appropriate Court of the State of California and County of Alameda.

4.4.10

**Additional Terms and Conditions.** The District reserves the right to determine, formulate and include additional terms and conditions during final contract negotiations with the selected vendor. These terms and conditions shall be within the general scope of the RFP.

**End of Section**

**Section 5 INVESTMENT PROPOSAL**

5.1 **Sales Commission.** This commission is calculated as a percent of net sales. This commission is *net* sales after applicable taxes and other charges. This commission shall be a fixed percentage based on total net sales anticipated by the Contractor during the five-year contract period. Contractor will pay this commission on a monthly basis.

Year	% of Sales	Estimated Annual Net Sales	
1	_____ %	\$	_____
2	_____ %	\$	_____
3	_____ %	\$	_____
4	_____ %	\$	_____
5	_____ %	\$	_____
<b>Total:</b>		<b>\$</b>	_____

5.2 **Fixed Commission.** This commission is a fixed annual minimum guarantee not related to sales. Contractor will pay this commission monthly.

Year	Annual Amount
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____
<b>Total: \$</b> _____	

5.3 **Other Commissions.** Please list any other commissions, such as any Chabot College scholarships, allowances, etc. that Contractor will remit to the District. Please describe additional commissions on a separate sheet of paper. Contractor will pay these commissions annually.

Commission Description.	Annual Amount	Total 5 Years
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>Total: \$</b>		_____

5.4 **Capital Improvement Investment.** Total Contractor investment amount for capital improvements to the cafeteria and other assigned areas as indicated in the Contractor’s proposal as well as any major equipment proposed by the Contractor. Attach a detailed description and floor plan of the area(s) improvements, the detailed capital investment plan, list of major equipment and depreciation schedule (not to exceed five years). In this section, list only the total investment amount proposed.

**Total Capital Investment: \$** \_\_\_\_\_

5.5 **Total Investment.** Total sections 5.1, 5.2, 5.3, and 5.4 to get total investment.

**Section Totals**

5.1 Sales Commission	\$	
5.2 Annual Commission	\$	
5.3 Other Commissions	\$	
5.4 Capital Improvements	\$	

**Proposal Total \$** \_\_\_\_\_

**End of Section**

**Section 6 RFP ACCEPTANCE FORM**

(This form must be signed by an official of Proposer authorized to commit the company to the technical requirements, contractual terms and conditions, pricing and other elements of this RFP.)

On behalf of \_\_\_\_\_, I am authorized to, and do, accept and agree to all requirements, terms & conditions, and other elements of the Chabot-Las Positas Community College District's Request for Proposal for Food Services at Chabot College. Proposed investment structure includes all required services, materials, equipment, taxes and other related costs to provide the services defined in the District's RFP and my company's proposal response.

The only exceptions to the two paragraphs above are by specific written exception to specific items, as noted in our company's response to the RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**End of Section**

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# NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

**PROJECT: RFP No. B-16, Food Services at Chabot College**

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)

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
- 2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
- 3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
- 4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code ' 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code ' 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)