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REQUEST FOR PROPOSALS

**College of the Desert Auxiliary Services
Food Service Operations
RFP #2023-02**

Published: February 8, 2023

RFP Due Date: Thursday, March 2, 2023 at 3:00 P.M. PST
Proposals not received by this date and time will not be accepted/considered.

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Notice

**College of the Desert Auxiliary Services
Request for Proposal (RFP)
for
Food Service Operations (RFP #2023-02)**

The Desert Community College District Auxiliary Services (Auxiliary) seeks proposals from qualified contractors (Contractor) to provide comprehensive food and dining services for College of the Desert (College) campuses in Palm Desert, California and Indio, California. The Auxiliary will consider proposals to service one campus or both campuses.

The Auxiliary anticipates to award the contract(s) in March 2023 and to commence services by the beginning of fall term in August 2023 for the Palm Desert Campus and spring term in January 2024 for the Indio Campus.

The electronic copy of this RFP can be found on the District's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php> or by emailing svang@collegeofthedesert.edu.

Each Proposal must conform to the RFP documents, including but not limited to the Scope of Work and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP document may be rejected as non-responsive.

All questions and inquiries should be made in writing and e-mailed to Sai Vang at svang@collegeofthedesert.edu. Any resultant changes will be issued in the form of an addendum to the RFP on the District's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php>. It is the responding contractor's responsibility for ensuring that they have received any and all addenda. If not, the contractors may be considered non-responsive. Contractors shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Contractor's acknowledgement of the addenda must be declared in the proposal in the **Cover Sheet Form**.

All proposals must be sealed and received no later than **3:00 P.M. on February 28, 2023**. The District will accept either a hard mail copy of the proposal or an emailed electronic copy. Late proposals will be rejected. It is the responsibility of the submitting contractors to make sure the proposal is delivered to the location specified by the date and time specified above. An electronic email or hard copy is acceptable.

- Proposals must be sealed with the envelope(s) clearly marked in the lower left-hand corner "**Sealed Proposal for Food Service Operations (RFP #2023-02)**" to the following address: College of the Desert
Attn: Sai Vang, Auxiliary Services, Contracts and Purchasing
43500 Monterey Avenue
Palm Desert, California 92260

- An electronic copy emailed to svang@collegeofthedesert.edu.

The District reserves the right to reject any or all proposals or to waive any irregularities therein. No proposals may be withdrawn for a period of sixty (60) days after the proposal submission date.

Section 1: General Information

1.1. Introduction

This Request for Proposals (RFP) contains specifications and related documents covering comprehensive food and dining services as specified herein.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of Proposals. The publication of this RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to Food Service Operations obtained from any source, either by verbal or written communications.

This RFP shall not be construed to (1) create an obligation on the part of the Auxiliary to enter into a contract with any contractors; or (2) serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

1.2. About Desert Community College District

The Desert Community College District (District) is one of 72 California Community College District founded in 1958 as College of the Desert (College). The District is governed by five elected members on its Board of Trustees and a Student Trustee elected by the Student Body. The District's affairs are administered by the Superintendent/President, who is appointed by the Board of Trustees.

Mission: "College of the Desert is an inclusive, student-centered community college providing high-quality degree, certificate, and transfer programs that are accessible, affordable, and responsive to the diverse needs of students and our community. By preparing workforce professionals and leaders, the College enhances the local economy, closes persistent equity gaps, and improves the quality of life in the Coachella Valley and surrounding communities."

The College draws students from the geographical area known as the Coachella Valley, including the cities of Palm Springs, Cathedral City, Rancho Mirage, Desert Hot Springs, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and the communities of Mecca and Thermal. The central portion of the Coachella Valley is located about 120 miles east of Los Angeles and approximately 120 miles northeast of San Diego.

College of the Desert offers 252 associate degree and certificate programs that lead to a career or transfer to a four-year university. The College is training and educating the next generation of clean technology professionals, childcare providers, allied healthcare workers, architects, public safety experts, culinary and hospitality professionals, and more. The College employs 150 full-time faculty, 275 part-time faculty, 200 full-time and part-time classified employees and 43 administrators serving approximately 11,000 students each year.

In 2016, the voters in the District overwhelmingly approved a \$577 million Bond Measure CC to enable the College to renovate and expand its campuses. The District is in the planning stages of building new campus locations in Cathedral City and Palm Springs. A campus expansion project is underway at the Indio campus location. The [Indio Campus Expansion](#) project is expected to be

complete in Fall 2023 adding 67,000-gross-square-foot featuring classrooms, a food and dining cafe, offices, science labs, a student success services center, open study and collaboration areas, and a pavilion connecting it to the existing campus building. The space will be fully operational in Spring 2024 and can accommodate an additional 5,000 students.

The Auxiliary offers an outstanding opportunity for an entrepreneur or existing food service firm to expand its marketplace. The selected Contractor(s) will provide a level of service to students, faculty, staff and visitors comparable to the finest auxiliary services operations and to provide a service that is responsive to the needs of the College, its students, and the surrounding community. This mission will be accomplished by achieving customer satisfaction through a total quality management perspective.

Enrollment

The annual student enrollment beginning Fall 2017 through Spring 2022 follows:

Academic Year	Student Headcount
2017-2018	16,043
2018-2019	16,066
2019-2020	16,818
2020-2021*	15,311
2021-2022*	15,770

*College of the Desert, like most California community colleges, experienced a decline in enrollment as a direct result of the COVID-19 Pandemic. In March 2020, the College closed for face-to-face instruction and transitioned to online learning. The College has since reopened its campuses for employees, students and the community at large. Enrollment is slowly on the rebound as the College assess student needs for increased face-to-face instruction and other factors.

1.3. Term of Contract

The successful contractor(s) is expected to enter into a three (3) year contract with the Auxiliary beginning July 1, 2023. The Auxiliary will consider a five (5) year contract.

The District may terminate the contract at any time for any reason by giving at least ninety (90) day notice in writing to the contractor.

The District reserves the right to incorporate general contractual terms and conditions (found here: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/terms-and-conditions.php>) into any agreement in response to this request. The submission of any other terms and conditions by a contractor may be grounds for rejection of the contractor’s proposal.

1.4. Insurance Requirement

The Contractor awarded the contract shall at all times during the term of the agreement, provide the following insurance:

- a) Commercial general liability with respect to the services provided by, or on behalf of,

Contractor. All insurance policies shall state the name of the insurance carrier and name Desert Community College District Auxiliary Services and its Board of Directors and Desert Community College District and its Board of Trustees as additional insureds. Liability insurance or death, bodily injury and property damage shall be for no less than One Million Dollars (\$1,000,000) per occurrence, and no less than Two Million Dollars (\$2,000,000) general aggregate.

- b) Workers' Compensation Insurance in the amount required by law and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- c) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Additional insured coverage should be requested to include the District, its officers, directors and employees, volunteers, and any other party, as may be required. Coverage shall be primary and non-contributory.

Waiver of subrogation endorsement shall be requested in the District's favor for general liability, auto liability and workers' compensation.

The Contractor shall furnish certificates of Insurance and applicable endorsements to the District. The required insurance shall be subject to the approval of the District, but any acceptance of insurance certificates by District shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the contract. If higher limits or other forms of insurance (e.g., professional liability, hazardous materials or pollution liability) are required by the Auxiliary, the Contractor will comply with such requirements. The Auxiliary may take such steps as necessary to assure Contractor's compliance with insurance requirements. In the event Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required Certificates and/or endorsements, the Auxiliary may maintain such coverage and charge the expense to the Contractor and/or terminate this agreement.

The Contractor's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the Proposal.

1.5. RFP Schedule

The District reserves the right to modify the below schedule of events:

Publication of RFP	February 8, 2023
Non-Mandatory Tour of Palm Desert Campus Facilities	February 21, 2023, at 3pm
Last day to submit questions	February 24, 2023
Proposals Due	No later than 3:00 P.M. PST, March 2, 2023
Committee Review of Proposals	March 3, 2023
Interview with Short Listed Qualified Contractors	March 24, 2023
Award of Contract	June 2023
Contract Commences	July 1, 2023

1.6. Evaluation Process

The review process used to select a qualified contractor will be as follows:

- a) The College’s Food Services Advisory Committee (Committee) shall review and evaluate all proposals received using the criteria noted in Section 1.7. Incomplete proposals may be rejected as non-responsive.
- b) The Committee will conduct oral interviews of selected short-listed contractors. The District may request selected contractors to make an oral/visual presentation in connection with the oral interview. The purpose of this interview is to confirm information provided in the Proposal. This will also be another opportunity for the Committee to request additional clarifications. In these interviews, the contractor may expand on the information provided.

1.7. Evaluation Criteria

Contractors submitting a proposal are advised that all responsive documents will be evaluated to determine each contractor’s ability to best meet the needs of the District. The Committee evaluation may include, but is not limited to, a consideration of the following criteria:

- a) **Responsiveness.** Contractor shall demonstrate relevant experience, qualifications and capacity to meet the needs of the District. A "responsive" contractor has the financial resources, personnel, facilities, integrity, and overall capacity to consummate the contract successfully.
- b) **Commission Structure.** The Contractors’ proposed commission structure.
- c) **References.** Information obtained by the District from the Contractors’ provided references and other clients.
- d) **Other criteria** as deemed appropriate.

1.1. Cancellation of Solicitation

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

1.2. Conflict of Interest/Restrictions on Lobbying and Contacts

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the submitting contractors.

1.3. Limitations

The Auxiliary reserves the right to contract with any contractors responding to this RFP. The Auxiliary makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The Auxiliary reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

1.4. Right to Negotiate and/or Reject Proposal

Contractors understand that this RFP does not commit or obligate the Auxiliary to accept any Proposal submitted. The District reserves the right to accept or reject any or all of the Proposals, waive any irregularities, and to negotiate with selected contractors(s) for any price or provision, in part or in its entirety, whenever, in the sole opinion of the Auxiliary, such action shall serve its best interests and those of the taxpaying public. The Auxiliary further expressly reserves the right to postpone the Proposal opening date for its own convenience. Contractors are encouraged to submit their Proposals, and the Auxiliary intends to negotiate only with Contractors whose Proposal most closely meets the Auxiliary's requirements at the best value. The Contract, if any is awarded, will go to the Contractors whose Proposal best meets the Auxiliary's requirements and provides the greatest overall value to the District.

1.5. Preparation Expenses

The Auxiliary shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each contractor submitting a response. Each contractor is solely responsible for costs in preparing a response to this RFP and any and all other associated activities.

1.6. Confidential and Proprietary Information

All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted may be made available to the public. All information contained in Proposal submitted may be subject to the California Public Records Act (California Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Contractors as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

1.7. Errors/Discrepancies/Clarification/Information of RFP

Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to Sai Vang, Director of Auxiliary

Services, Contracts and Purchasing at svang@collegeofthedesert.edu by **February 24, 2023**. Interested contractors are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner.

1.8. RFP Addenda Acknowledgement

Any resultant changes will be issued in the form of an addendum to the RFP on the College's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php>. It is the responding contractor's responsibility for ensuring that they have received any and all addenda. If not, the contractors may be considered non-responsive. Contractors shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Contractors' acknowledgement of the addenda must be declared in the proposal in the **Cover Sheet Form**.

1.9. Notice

Any formal notice shall be deemed to be sufficient when given by the Auxiliary to the contractors by registered or certified mail addressed to the contractors on the business address shown on the Proposal. Any formal notice given by the contractors to the District shall be deemed sufficient when sent by registered or certified mail to College of the Desert, Attention: Sai Vang, Director, Auxiliary Services, Contracts and Purchasing, 43500 Monterey Avenue, Palm Desert, CA 92260.

1.10. Modification to RFP Response

A contractor may modify their Proposal after submission by written notice to the Auxiliary of withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

1.11. Withdrawal of Proposal

A Proposal may be withdrawn by submitting a written request to the Auxiliary at any time prior to the proposal submission deadline. A new Proposal may be submitted before the submission deadline. Proposals may not be withdrawn after the proposal submission deadline.

Section 2: Scope of Services and Requirement

2.1. Scope and Requirement

- a) Food Services Program. It is the Auxiliary's desire to contract with a qualified Contractor who is capable of successfully providing food and dining services at the College's campuses in Palm Desert, California and Indio, California. The Auxiliary will consider proposals to service one campus or both campuses.

These services include management of the cafeteria at the College campuses as well as catering services (non-exclusive). The Contractor 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 Auxiliary's intention that the food services program should complement the College's educational missions and to serve the students and the staff. To accomplish this, the interested Contractor is requested to:

1. 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, deceptive packaging and labeling of food products.
 2. Employ environmentally sound practices which will further the College's efforts in recycling, and water and utility conservation including composting efforts.
 3. 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. Biodegradable paper and plastic products are mandatory; Styrofoam products shall not be used
 4. Provide a good working environment for their employees.
 5. Endeavor to employ students enrolled in the College whenever possible.
 6. Execute a comprehensive marketing and outreach plan to advertise on the College's website and other communication platforms to advertise catering menus, daily specials and convey important information to the College at large.
- b) Personnel. The Contractor shall assign a full-time qualified manager, employed directly by the company (no subcontractors are permitted), interviewed and approved by the District's Vice President of Administrative Services (or designee) who shall be responsible for efficient operation of all food service and catering. The manager shall be "on call" and shall be responsible for operations of the Contractor under the contract. The Contractor must provide contact information for local, senior management who will be "on call" at all times to address

needs as they arise. Companies without local (Southern California), senior level management will not be considered.

The Contractor shall, at all times, maintain an adequate staff of employees on duty to assure efficient operation and will provide proper supervision. Only employees acceptable to the Auxiliary will be assigned for duty. The Contractor will require their employees to comply with instructions pertaining to conduct and building rules and regulations. The Contractor shall provide its employees with proper instruction and training in customer relations and functional job-related skills. The Contractor agrees to employ, train and promote as much District student labor as practical in its operations, provided that the Contractor shall determine, in its sole discretion, the amount of such student labor that it may practically train and employ. The Contractor shall be responsible for providing food handler certificates and/or another other licensing/certification as required by law and shall make such records available for review upon the Auxiliary's request.

The Contractor 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 Contractor shall be responsible for the supervision, direction and annual safety training for their employees in food handling safety, Right to Know, blood-borne pathogens, and hazardous waste training. All equipment used by the Contractor 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 used by Contractor will be properly grounded. All Contractor employees will wear proper personal protective equipment while working on college property.

The Contractor shall immediately honor any request by the Auxiliary for removal of any of Contractor's employees who is deemed unsuitable by Auxiliary for any reason.

- c) Facility. The Auxiliary shall entrust the Contractor with duplicate keys to the food service areas. The Contractor shall have control of the entrances and exits of the cafeteria and kitchen, and will assure that the cafeteria and kitchen are locked and unlocked at such times as will accommodate all uses of the food service location and otherwise maintain the location's security. Should College 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 Auxiliary 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 Contractor. The Contractor shall not change the locks on any doors. If the Contractor loses any of the keys that are entrusted to it, the Contractor is responsible for the cost of changing any and all locks or similar devices.

The Contractor shall coordinate its deep cleaning and pest control procedures with the College's facility department and be responsible for implementing and sustaining measures to prevent infestation in accordance with the College's pest control measures. The Contractor shall have the responsibility for paying for all approved pest control procedures.

- d) Equipment. Auxiliary will furnish, at its own expense, furniture, fixtures and equipment at the food services site. An inventory of Auxiliary property to be provided upon signing of agreement.

The Contractor shall notify Auxiliary of any maintenance, repairs and/or replacement to maintain equipment in good working order. Auxiliary will maintain, repair and/or replace such equipment as necessary.

All equipment furnished by Auxiliary shall remain the property of Auxiliary. At the termination of the agreement, the Contractor agrees to return all equipment furnished by Auxiliary in good condition, allowing for ordinary wear, tear and loss.

The Contractor shall furnish cash register/point of sales system and other equipment necessary to provide the food services per this agreement as agreed upon by Auxiliary. An inventory of said equipment to be provided upon signing of the agreement. The Contractor shall maintain and repair and replace equipment as necessary. The Contractor shall be responsible for the use and care of the equipment.

All equipment furnished by the Contractor shall remain the property of the Contractor. At the termination of the agreement, the Contractor agrees to remove all equipment at the Contractor's own expense.

The Contractor's employees shall be responsible for the care and cleaning of all equipment at all times. Contractor is expected to operate equipment in a safe and correct manner, and shall train its personnel to operate said equipment prior to use.

All capital investments and fixtures in the Cafeteria facilities shall become the property of Auxiliary at the termination of the Contract. If the Contract ends for reasons other than poor performance prior to the capital investment being fully amortized, then the College will reimburse the Contractor for the unamortized portion of the capital investment in the cafeteria facilities, and all capital investments and futures shall become the property of Auxiliary.

If the Contract is terminated for poor performance or at the independent request of the Contractor, then Auxiliary shall not reimburse the Contractor for the unamortized portion of the capital investment and all capital investments and fixtures shall become the property of Auxiliary.

The Contractor shall be responsible for contracting with a qualified firm or otherwise taking action to provide periodic cleaning of hood ducts, plenums, fans and related units as well as all fire suppression systems. The Contractor shall retain responsibility for the regular cleaning of all interior and exterior surfaces as well as the filters (if applicable).

The Contractor shall be responsible for contracting with a qualified firm or otherwise taking action to provide periodic cleaning of the grease trap(s).

The Auxiliary shall have the right of inspection of all cafeteria areas, including kitchen and preparation areas, dining facilities, storage and auxiliary service rooms, and the operation of the Contractor with respect to the quality and quantity of food service, the method of service, opening and closing hours, coffee service or catering services offered elsewhere on campus and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to Auxiliary. Authorized representatives of Auxiliary shall have the full right of access to all areas of the cafeteria premises at all times.

- e) Exceptional Customer Service. The Auxiliary seeks to partner with a Contractor who has a commitment and a track record of exceptional customer service. The successful food services Contractor will be expected to participate in the College community by:
1. Attending the College's Food Services Advisory committees meeting or other College meetings as appropriate.
 2. Responding to the suggestions, concerns and changing needs of the students and staff.
 3. Promoting healthful eating habits.
 4. Employing environmentally sound practices.
 5. Providing a good working environment.
 6. Cooperatively co-existing with the vending services vendors, the College's Facilities department, the College bookstores, and other operators with whom the Auxiliary and District may have contracts.
- f) Robust Marketing Plan. The Contractor shall execute a comprehensive marketing and outreach plan to advertise on the College's website and other communication platforms to advertise the food service program and catering menus, daily specials and convey important information to the College at large on a regular basis.

The Contractor shall not use the name of the District or College in any way, including on paper cups, paper plates, napkins, matches, vehicles or condiments unless approved in writing by Auxiliary. All design, advertising and lettering of textile or paper goods shall be subject to approval by Auxiliary.

The Contractor agrees to comply with any and all rules and regulations of the District, now or hereafter promulgated, regarding food or catering services. The Auxiliary reserves the right to make and enforce such reasonable rules and regulations as in its judgment may be necessary or advisable from time to time to promote safety, care and cleanliness in the food service areas.

Contractor is to include in Proposal any proposed in-kind contributions in the form of complimentary hosting of college gatherings, such as awards banquets, student receptions. The exact amount of in-kind contributions is negotiable but should be part of the Contractor's Proposal and is considered to be an indication of the Contractor's commitment to the mission of the District. The Auxiliary agrees to use available information networks to promote menu offerings. The Contractor may submit monthly/weekly menus and special events for distribution to faculty, staff and students via College information networks. The Contractor will restock advertised menu items regularly. The Auxiliary expects that the Contractor will

work to maintain the 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. The Auxiliary expects the Contractor 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 Contractor's proposed program must earn business by providing the best quality, prices and service.

- g) Exclusive Beverage Campus. The Contractor will agree to carry beverage products as specified in the Auxiliary vending contract.
- h) Food Quality & Menu Options. College students and staff require quality food at reasonable prices. The students desire food that is "quick service" and in the "grab-n-go" category. They may purchase a pre-made wrapped sandwich, salad, a stir-fry, sushi, burritos, noodle soups or burgers with fries. In addition, staff and the students desire diverse, healthy and fresh food offerings including vegetarian and vegan options. The Auxiliary 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 College. 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.

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 Contractor shall adhere to the general food service industry guidelines. Food shall be prepared and cooked the day it is to be served and as close to the meal period as times permits. Leftover foods will be kept to a minimum, properly stored (dated, refrigerated and served within 24 hours, or frozen). Non-frozen leftover food shall only appear as an extra item and should be disposed of after the 24-hour period. Frozen leftovers such as beef, poultry, and pork items should only appear on the menu as reworked items.

- i) Catering. Catering is seen as an opportunity for the 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. The College culinary program has provided service for many of these events as well as has outside catering businesses.

Contractor will have the opportunity to submit proposals for these events. Contractor shall not have exclusive catering rights.

Contractor must demonstrate the knowledge, experience, and capability necessary to meet the College's full range of catering needs. The Auxiliary 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 Contractor 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 Contractor must provide a full 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.

There are distinctly different levels of service to be provided to the College. The Contractor 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, china service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out. Catering guides shall also include a statement that the Contractor will work with customers to create custom menu choices. Any request for change in catering brochure pricing structure by the Contractor must be submitted in writing to Auxiliary representative and will be subject to prior approval.

- j) Cleaning. Contractor shall conduct the catering services operation in a safe, efficient and sanitary manner. Contractor 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 activities, reserves the right to hold food sale fundraisers.

The Contractor 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 serving and dining areas. Sanitation grades less than 100% will be unacceptable, and negligence in sanitation will result in contract default on the Contractor's behalf. Appropriate Auxiliary representatives shall be assigned the task of examining sanitation reports and performing spot checks on the Contractor.

The Contractor is required to maintain all appropriate health regulations and exceed the average of inspection reports. Further, the Contractor will keep the kitchen, the serving areas, and the dining hall (tables, chairs, and floors) orderly and clean. The appropriate Auxiliary representatives will make random inspections throughout the contract period and will vigilantly demand excellence in cleanliness. The Auxiliary will furnish maintenance staff as required for the proper maintenance and repair of facilities base building functionality. It is the Contractor'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 Contractor 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.

- k) Communication. The Contractor is expected to communicate with the Vice President, Administrative Services or designee at least 60 days in advance of price changes, tax

changes, hours of operations changes, and changes to the menu. Additionally, Auxiliary expects Contractor's operations management team to abide by all state and local health department regulations and procedures. Contractor's operations manager is expected to communicate with Auxiliary any violations noted during health inspections within 5 days of the visit. Contractor's cafe manager is also expected to post inspection reports in a visible area (location to be determined by the District). To ensure effective communication between Contractor's operations manager and Auxiliary, Contractor's operations manager will be expected to attend regular Campus Advisory meetings as required by College administration.

The Contractor 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 Vice President, Administrative Services on a regular basis.

- l) Operational Hours and Service Dates: The food service program must be available while classes are in session, including final exams week. The Contractor 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 prior to the commencement of the agreement.

Anticipated hours of operations are:

- Monday – Thursday: 8:00am – 7:00pm
- Friday: 8:00am – 1:00pm

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

- m) Operational Costs to Contractor.
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, including vent hoods and grease traps
 6. China, glassware, silverware and other small items
 7. Office supplies
 8. Garbage and trash removal requirements
 9. Pest control
 10. Transportation and vehicle costs required for food service operation
- n) Accounting. The Contractor shall be responsible for collection, retention and accounting of all monies from sales in the food service operation. The Contractor shall maintain financial procedures and record-keeping in accordance with generally accepted accounting principles

and shall make said financial records and supporting documents available for inspection, reproduction and audit by Auxiliary at its request.

The Contractor shall maintain separate records and shall remit monthly payments or commissions due by the fifteenth (15th) of each fiscal quarter. The Auxiliary's fiscal quarters are:

- Quarter 1: July, August, September
- Quarter 2: October, November, December
- Quarter 3: January, February, March
- Quarter 4: April, May, June

Auxiliary expects the Contractor to use a modern networked cashiering system and provide itemized receipts to customers. Further, Auxiliary expects access to reports that show peak and slow hours and all sales data.

The accounting period for the operation of food services shall be a fiscal year July 1 - June 30, and all accounting records and statements will be based upon that period. The Contractor shall supply Auxiliary with a Profit and Loss Statement, and copies of audited annual financial statements.

2.2. Food Service Operations (Beeps Café) – Palm Desert Campus

The College's main campus is located in Palm Desert, CA. Currently, a contractor operates the food service operations in the kitchen facility that is 5,220 square feet. The facility underwent a modernization in 2010 at which time all new equipment was purchased to create a state-of-the-art kitchen that includes a gas fired pizza oven, catering kitchen, office, large storage areas, walk-in freezer and cooler, and restroom facilities. Convenience snacks and premium coffee drinks are also served. A convenient loading dock sits to the rear of the facility. Adjacent to the kitchen and food sales area is a large dining hall of 3,188 square feet. The dining hall seats 310 students, and has a fresh, vibrant atmosphere. A student lounge, game area, student government offices and restroom facilities are in the same building. See "Attachment A" for pictures.

The College also houses a culinary program on the Palm Desert campus as part of its instructional offerings. The culinary program has provided catering services for some of the college's functions as a training opportunity for its students. The College expects this will continue.

Additionally, the College has an existing snack vending contract and exclusive beverage vending contract. A concurrent RFP for exclusive beverage services will be published and anticipates an award date of June 2025.

Interested contractors are encouraged to visit the campuses and the College website to learn about the distinct population as well as the programs and services available. For contractors intending to respond to the RFP a non-mandatory tour will take place on February 10, 2023 at 10:00 am at the Palm Desert campus cafeteria. Interested contractors will meet with District administrators and staff to tour the existing facilities.

2.3. Food Service Operations – Indio Campus

A campus expansion project is underway at the Indio campus location. The [Indio Campus Expansion project](#) is expected to be complete in Fall 2023 adding 67,000-gross-square-foot featuring classrooms, a café, offices, science labs, a student success services center, open study and collaboration areas, and a pavilion connecting it to the existing campus building. The Expansion project will be fully operational in Spring 2024 for students and the public and can accommodate an additional 5,000 students. See “Attachment B” for renderings.

The Indio Campus provides an exciting opportunity for existing contractors or new entrepreneurs to offer innovative food service operations for the growing campus. The Indio Café is anticipated to open for customers starting the spring 2024 term. The room occupancy is 146. Unfortunately, a site visit is not available as construction is underway.

2.4. District Responsibilities

- a) Auxiliary shall provide, as mutually agreed, the space and facilities reasonably required by the Contractor for the efficient operation of its food services, all of which shall be and remain the sole property of the District. Auxiliary shall provide all necessary keys to ensure the Contractor’s supervisory personnel have adequate access to the food service and preparation areas.
- b) District’s Vice President, Administrative Services or designee has final responsibility for administration of the contract and resolution of any disputes. The Contractor and on-site management staff will report directly to the Vice President, Administrative Services or designee.
- c) Auxiliary 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 Auxiliary. Auxiliary shall have input on the menu cycle and selection, both for the food service menu and the catering menu. Auxiliary reserves the right to approve any changes in menu or schedule other than those mentioned in this RFP.
- d) Auxiliary 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.
- e) Auxiliary shall make major capital purchases, replacements or additions to the buildings as is necessary at the discretion of Auxiliary and in conjunction with the Contractor.
- f) Auxiliary reserves the right of authorized District Administrative Services personnel, or authorized representatives thereof, to conduct unannounced audits of cash control

procedures, and financial reporting practices of the Contractor.

- g) Auxiliary is responsible to ensure that all required food service equipment is operational at startup and throughout the term of the contract in cooperation with the Contractor. 8. The District and Auxiliary reserve the right to have separate contracts with providers outside of the scope of this agreement.
- h) Auxiliary agrees to use available information networks to promote menu offerings. The Contractor may submit monthly/weekly menus and special events for distribution to faculty staff and students via College information networks. The Contractor will restock advertised menu items regularly.
- i) No exclusivity of any kind is given to any Contractor; the Contractor is expected to work with the management of the bookstores to build mutually complimentary, service focused operations.

2.5. Proposal Questionnaire

Proposals will be evaluated according to criteria related to college needs and the willingness of Contractor to partner with the District. 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 Auxiliary 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 Contractor's culinary education. The Auxiliary expects the Contractor 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. Auxiliary expects the Contractor to provide a proposed method of self-evaluation to ensure the food services program continues to meet the changing needs of the college community. Auxiliary 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 Contractor's management to converse verbally and in writing with people of diverse cultures, and general overall satisfaction with Contractor performance.

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

a) Company Information

Provide a letter of intent summarizing in a brief and concise manner, the Contractor'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 the Auxiliary. The letter must include the officer's title or authority. The letter should not exceed two pages in length.

1. 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, fax number, and email address.
2. Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.) If Contractor is a corporation, provide a copy of the certification from the California (or other state) Secretary of State verifying Contractor'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.
3. Provide a listing of office locations where national and/or regional personnel are located.
4. Provide a brief history of company, including number of years in business.
5. Provide a description of the standard services offered by the company.
6. Provide a listing of professional organizations of which the Contractor is a member.
7. Provide information regarding the subcontracting of any services.

b) Qualifications and Experience

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. Contractor must furnish a representative client listing of up to five (5) current clients that Auxiliary may contact (include the name, phone number and email address of the current primary contract representative and the date the account was acquired). Auxiliary prefers that the client references be similar to District's student population and be located in Southern California.

c) Food Service Program

1. 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.
2. Describe any national, regional, and/or proprietary concepts proposed for cafeteria.

3. Describe any special promotions, advertising, merchandising, special services, menu enhancements, marketing plan and other features proposed for the cafeteria.

d) Catering Services

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

e) Quality of Food

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

f) Creative Ideas

Submit any creative ideas specific to the College which are used in comparable situations to enhance food service 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.

g) Staffing and Supervision

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.
 - a. Provide position descriptions for those not in management positions. Indicate the
 - b. 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.
5. The Contractor 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.

h) Hours of Operation

1. Proposed Operating Hours
2. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
3. Provide schedule of management coverage in terms of days and hours.
4. Identify the location of your home office and the specific office that will have direct responsibility for the Auxiliary food service program.

i) Quality assurance/Sanitation/Safety

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 food service facility.
3. Outline sanitation and safety self-inspection procedures for all food service operations at the College campus. Provide a sample copy of any checklist used during

inspection.

4. Submit data to support the existence and quality of programs with respect to providing a safe, sanitary (with a particular emphasis on proper food handling), and secure food service environment.
5. Provide a brief description of overall policy/philosophy regarding environmental sustainability. Describe Bidder'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.

j) License, Insurance, and Litigation

1. The Contractor 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 Contractor must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification.
3. Indicate whether Contractor 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 Contractor received unsatisfactory ratings from the regulating health department.

k) Financial Capability

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 yow' performance.

l) Financial Proposal

1. Contractor should propose a financial offer to the Auxiliary, 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. Contractor shall describe what in-kind services they are prepared to provide the District. 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.

3. Contractor shall also submit a year-one pro forma financial statement of revenues and expenses for the food service operations. Revenues should be broken out by cafeteria/catering, etc. The food service pro forma statements are to include only those revenue and expense items directly associated with Auxiliary Food service operation.

Section 3: Instructions for Proposal Submission

The Contractor's Proposal should fully state its experience and expertise as it relates to **Section 2: Scope of Work and Specifications**. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Contractor's Proposal.

Required Proposal Documents

3.1 Cover Sheet Form

3.2 Letter of Interest

The individual who is authorized to bind the contractor's business contractually, must sign the cover letter, which must accompany the contractor's RFP response. This cover letter must indicate the authorized signatory and title or position held in the contractors. An unsigned letter of interest may cause the Proposal to be rejected. The letter must contain a statement that the contractors acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:

- a) The contractor's name, address, email, and telephone.
- b) The name, title or position, and telephone number of the individual signing the letter.
- c) A statement indicating the signer is authorized to bind the contractors contractually.
- d) A statement expressing the contractor's understanding of the services to be performed as stated in the RFP.
- e) A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
- f) Indicate proposal to operate both campuses, and/or one campus only.

3.3 Proposal Questionnaire Addressing Section 2.5

3.4 References

A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Contractor's related experience.

3.5 Certificates and Affidavits Form

3.6 Optional Materials

- a) Contractors may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
- b) Proposers are encouraged to include letters of reference and/or testimonials in their Proposal.

Proposal Cover Sheet Form
 This form must be submitted with the Proposal.

Food Service Services
 RFP #2023-02

RFP Due Date: February 29, 2023 at 3:00 P.M. PST

Sealed Proposals not received by this date and time will not be accepted/considered.

A complete Proposal will be submitted in the following sequence of this RFP and shall include, but not be limited to, the following completed documents:

1. Cover Sheet Form
2. Letter of Interest
3. Proposal Questionnaire
4. References
5. Certifications and Affidavits Form
6. Optional Materials

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the Proposal, hereby offers to provide the products and services described in the request for proposal for Food Service Operations (RFP #2023-02).

Contractors proposes and agrees to provide the services and related documentation required for the proposal described as, Food Service Operations (RFP #2023-02), in the amounts proposed in your response. A duly executed copy of the Proposal Cover Sheet Form of this proposal document must accompany your response.

Contractors Name:	
Contractors Address:	Phone Number:
Authorized Signature:	Date:
Print Name & Title/Position:	
Number of Addenda received, acknowledged and incorporated into this Proposal:	

Certificates and Affidavits Form
This form must be submitted with the Proposal.

After reading EACH of the following sections, Contractors must enter requested information, then complete and sign the signature box at the end of this section certifying awareness and compliance with EACH section.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY. (Applicable to all agreements funded in part or whole with federal funds).

- a) By executing this contractual instrument, Contractors agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- b) By executing this contractual instrument, Contractors certifies to the best of its knowledge and belief that it and its principals:
 - i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractors's present responsibility;
 - iii) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
 - iv) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - v) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - vi) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

2. NON-DISCRIMINATION CERTIFICATION

Contractors, hereby certifies that in performing work or providing services for District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Contractors shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

3. WORKERS' COMPENSATION INSURANCE STATEMENT

Contractors is 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."

Contractors is 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.

4. NON-COLLUSION DECLARATION. (PUBLIC CONTRACT CODE SECTION 7106)

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

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

declaration on behalf of Contractors.

5. DRUG-FREE WORKPLACE CERTIFICATION

I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Contractors that a drug-free workplace will be provided by Contractors 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 Contractors'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 Contractors in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Contractors agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alias, 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.

Contractors and I understand that if District determines that Contractors 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. Contractors and I further understand that, should Contractors violate the terms of the Drug-Free Workplace Act of 1990, Contractors may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Contract and I acknowledge that Contractors and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Contractors and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

6. REQUIREMENTS FOR ACCESSIBILITY FOR PERSONS WITH DISABILITIES.

Contractors agrees that it will adhere to the following requirements, which are the same requirements that each California Community College must adhere to when they requested funding under this Grant.

- a) Contractors agrees that it complies with the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b) Contractors, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Contractors shall establish policies and procedures to respond to such requests in a timely manner and is permitted to charge a separate fee for aforementioned services.
- c) All data processing, telecommunications, and/ or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractors, whether purchased, leased or provided under some other arrangement for use in connection with this RFP, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d) Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>).
- e) Contractors shall respond and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f) Contractors and its subcontractors shall indemnify, defend, and hold harmless District, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

CERTIFICATIONS AND AFFIDAVITS – By signing below, the undersigned, certifies (1) having read each and every Certifications and Affidavit above, (2) having provided truthful responses and (3) Contractors is in compliance with each and every one of the above as required. Further, Contractors declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.	
Contractors Name:	
Authorized Signature:	Date:
Print Name & Title/Position:	

End of Certificates and Affidavits Form

Attachment A

Beeps Café Facility - Palm Desert Campus Pictures

43500 Monterey Avenue
Palm Desert, California 92260



Beeps Café located in the Dining Hall (DH building)







Attachment B

Dining Services – Indio Campus Renderings

45524 Oasis Street
Indio, California 92201







