



**COLLEGE**  
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## **Request for Proposal 2015-01**

### **College of the Desert Auxiliary Services Food Service Operations**

*April 1, 2015*

Return Proposal To:  
John Ramont, Director, Fiscal Services  
College of the Desert  
43-500 Monterey Avenue  
Palm Desert, California 92260  
Telephone (760) 773-2513, FAX (760) 341-8678  
Email [jramont@collegeofthedesert.edu](mailto:jramont@collegeofthedesert.edu)

## **Executive Summary**

The Desert Community College District Auxiliary Services (Auxiliary) seeks proposals (Proposals) from qualified contractors to provide comprehensive food and dining services for the College of the Desert (College) campus in Palm Desert, California. The Auxiliary anticipates the contractor (Contractor) to be awarded the contract in June 2015 and to commence services by the beginning of the fall term in August 2015.

The mission of College is “to provide excellent educational programs and services that contribute to the success of our students and the vitality of the communities we serve.” 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.

Founded in 1958, this two-year public college offers certificates and two-year Associate of Arts and Associate of Science degrees in over 90 subject areas. The College is training and educating the next generation of clean technology professionals, childcare providers, allied healthcare workers, architects, golf professionals, public safety experts, culinary and hospitality professionals, and more. Each semester, the college serves over 10,000 students. In the Fall of 2013, 33% of students attended full-time.

The College first opened its doors in 1962 with 9 buildings on 160 acres. In 2004, the voters in the Desert Community College District (District) overwhelmingly approved the sale of bonds to enable the College to renovate its 40-year-old campus in Palm Desert and build campuses in Mecca/Thermal and Indio. A campus in Palm Springs is in the planning stages. The projects funded by the \$346.5 million bond are nearly complete, including the renovation of the food service facility.

The College dining facility was renovated in 2010, and was equipped with a modern, fully-equipped kitchen including a gas-fired pizza oven, walk-in coolers and freezer, and a large catering kitchen. The current contractor serves a menu that features made-to-order, as well as pre-packaged dining options. Convenience snacks and premium coffee drinks are also served. Adjacent to the kitchen and food sales area is a large dining hall. A student lounge, game area, student government offices and restroom facilities are in the same building.

The selected Contractor 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 and its students. This mission will be accomplished by achieving customer satisfaction through a total quality management perspective.

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

- Cafeteria services for the College's Palm Desert campus
- Catering services (non-exclusive)
- Operation of carts or kiosks at alternate locations on the Palm Desert campus

The Board of Directors of the Auxiliary will consider contracting with a food service provider for the dining and catering services pursuant to this Request for Proposal (RFP). Interested respondents must be licensed and must meet all other requirements as may be required by law. Contractors must have local senior level management. Contractor selection shall be made in accordance with state rules and District policies. The Auxiliary reserves the right to add services during the contract period under the same terms and conditions of this agreement.

### **Dates and Timeframes:**

- |   |                      |
|---|----------------------|
| • Advertisement of Request for Proposal             | April 1, 2015        |
| • Non-Mandatory Tour of Campus Facilities           | April 15, 2015       |
| • Deadline for Submission of Proposals              | May 15, 2015         |
| • Finalist Meeting with District Staff as Necessary | Week of May 26, 2015 |
| • Expected Date for Board Approval of Contract      | June 25, 2015        |

## **I. Request for Proposal Instructions and Requirements**

All prospective bidders (Bidders) interested in submitting a response to this RFP are encouraged, but not required, to submit by close of business April 24, 2015, an email notification to [mreynolds@collegeofthedesert.edu](mailto:mreynolds@collegeofthedesert.edu) indicating their intent to respond.

### **General**

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

### **1. Responsible Bidder Proposal**

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

The Auxiliary reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the Proposal or in the 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.

## **2. Preparation of Proposal**

**a. Submission of Executed “Hard Copy:”** Bidders interested in this opportunity must submit two (2) copies of the Bidder’s Proposal in typewritten or equivalent format, answering the questions and completing the form(s) that are furnished. Mistakes may be crossed out and corrections entered adjacent thereto, and such corrections must be initialed in ink by the person signing the Proposal. Please deliver the proposal documents in a sealed envelope addressed to: John Ramont, Desert Community College District, located at 43-500 Monterey Avenue, Palm Desert, CA 92260. Please indicate **“RFP 2015-01 Enclosed”** on the lower left corner of the envelope. The Proposal must be received ***on or before 2:00 p.m. PDT on Friday, May 15, 2015.*** Postmarking alone prior to this time is not sufficient. Faxed proposals or proposals sent via electronic mail will not be accepted in lieu of a hard copy. Failure to meet the deadline will result in disqualification of the proposal without review.

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

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

**c. Questions:** Any questions regarding the information contained in this Request for Proposal must be submitted in writing via email to [mreynolds@collegeofthedesert.edu](mailto:mreynolds@collegeofthedesert.edu) no later than three (3) working days prior to Proposal due date of May 15, 2015. Bidders may request clarifications or make other inquiries concerning this RFP or the requirements hereof. In your correspondence, please include: the Name of the Bidder, Street Address or P.O. Box Number, City, State, Zip Code, and Bidder’s email and phone number contact information. Please note in the email “subject line” that this is “RE: RFP 2015-01 Food Service Operations”

Communications with any representatives of the District about this RFP by your firm or your firm’s representatives concerning this RFP is not permitted during the term of the submission and evaluation process, except as specified herein. Communications regarding this RFP in any manner (except as set forth above) will result in the immediate rejection of your firm’s Proposal.

**d. Copies of this Request for Proposal:** can be obtained by emailing [mreynolds@collegeofthedesert.edu](mailto:mreynolds@collegeofthedesert.edu) or calling (760) 773-2509.

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

### **3. Signature**

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

### **4. Non-Collusion Affidavit**

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

### **5. Evidence of Responsibility**

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

### **6. Auxiliary Modifications to Proposal**

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

### **7. Evaluation of Proposals and Award**

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

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

### **8. Contract Terms & Conditions**

The Auxiliary’s intention is to award a three year contract with the option to renew for two additional one year terms providing that service and quality remains excellent. The Auxiliary has no obligation to renew the contract. By submission of a proposal, the Contractor agrees to abide by the terms and conditions of the proposal and contract documents. The Auxiliary reserves the right to cancel the contract resulting from this agreement with ninety (90) days of written notification.

## **9. Sole Contractor**

Proposal submissions are to be on a prime-subcontractor basis only. The Auxiliary intends to contract with a single firm and not with multiple firms doing business as a joint venture. No subcontractors will be permitted.

## **10. Conflict of Interest**

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

## **11. Exceptions/Deviations**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the Bidder. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below.

## **12. Protests**

Any actual or prospective contractor may protest the solicitation or award of a contract for violations of the Auxiliary's procurement policy or of laws and regulations governing the Auxiliary's procurement activities. Any protest against this RFP, or any part of it, must be received not later than ten (10) calendar days before the deadline specified for receipt of proposals. Any protest against the award of a contract pursuant to this RFP must be received within five (5) calendar days after receipt of a written notice of the Auxiliary's intent to award to another proposer. The Auxiliary shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the District's Vice President of Administrative Services at the place specified for submittal of proposals

## **13. Public Record**

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

#### **14. RFP Preparation Expenses**

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

#### **15. Insurance Requirements**

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

1. 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 for 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.
2. 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;
3. 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 Bidder 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 Bidder's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the Proposal.

## **16. Proposal Submittal**

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

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

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

## **II. Current Food Service Operations**

The College is located in Palm Desert, CA and is a comprehensive two-year community college offering Associate degree programs, vocational certificate programs and college and university transfer programs.

Currently, a contractor operates the food service program in the kitchen facility that is 5,220 square feet with a dining area of 3,188 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 & cooler, and restroom facilities. A convenient loading dock sits to the rear of the facility. The dining area seats 310 students, and has a fresh, vibrant atmosphere.

The College also houses a culinary program 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 beverage vending contract and is currently negotiating a healthy snack vending contract.

Bidders are encouraged to visit the College campus and the College website to learn about the distinct population as well as the programs and services available. For Bidders intending to respond to the RFP a non-mandatory tour will take place on **April 15, 2015 at 2:00 pm at the College cafeteria**. Bidders will meet with District administrators to tour the existing facilities.



As the data below illustrates, the Auxiliary offers an outstanding opportunity for an existing food service or established hospitality firm to expand its marketplace. College leadership is strong and innovative.

**Enrollment**

The academic and vocational programs offered by the College are designed to meet the educational needs of the community through courses offered at convenient times on the college campuses. The annual enrollment beginning Fall 2009 through Fall 2015 follows:

Year	College of the Desert Students
2009-10	12,213
2010-11	12,143
2011-12	10,412
2012-13	10,099
2013-14	10,381
2014-15	10,784

*Note: Enrollment declines from 2009-10 thru 2012-13 were due to state budget reductions for community colleges. In 2013-14 enrollments began increasing and are expected to continue to increase. The College is pursuing an aggressive growth strategy.*

In addition to the student population, the College has 105 permanent full-time faculty, 200 full and part-time classified staff, 43 administrators and 375 part-time faculty.

**III. Scope and Requirements**

**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. These services include management of the cafeteria at the College campus 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 Bidder 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 and the District'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 District whenever possible.
6. Participate in the District's web page to advertise catering menus, daily specials and convey important information to the District at large.

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 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/certifications 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 his/her 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.

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 Auxiliary building management and be responsible for implementing and sustaining measures to prevent infestation in accordance with the District's pest control measures. The Contractor shall have the responsibility for paying for all approved pest control procedures.

#### **b. Equipment**

Auxiliary will furnish, at its own expense, furniture, fixtures and equipment currently in place at the food services site. An inventory of Auxiliary property to be provided upon signing of agreement and shall be included as Appendix C.

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 fixtures 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.

### **c. Marketing**

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.

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. Interacting with College committees as appropriate.
2. Remaining responsive 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 District's Facilities department, the College bookstores, and other operators with whom the Auxiliary and District may have contracts.

Note: The Contractor will agree to carry beverage products as specified in the Auxiliary/District vending contract.

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.

#### **d. Food Quality**

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, a stir-fry, sushi, burritos, noodle soups or burgers with fries. In addition, staff and the students desire diverse, healthy and fresh food offerings. The 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.

**e. 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.

**f. 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.

**g. Communication:** The food service provider is expected to communicate with the Vice President, Administrative Services at least 60 days in advance of price changes, tax 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 café manager is also expected to post inspection reports in a visible area (location to be determined by the District). To ensure effective communication between 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.

**h. Contract 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.

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

**i. 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

**j. 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 to Auxiliary monthly payments or commissions by the fifteenth (15th) of the month following the close of each month. 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.

The District currently owns the Advanced Retail Management Point-of-Sales (POS) system. The Contractor has the option to utilize the District system or their own. Regardless whether the Contractor chooses to use the District's POS system or their own, the Contractor shall be responsible for any necessary software or hardware upgrades to the system.

#### **IV. District Responsibilities**

1. 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.
2. District's Vice President, Administrative Services 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.
3. 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.
4. 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.
5. 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.
6. 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.



7. Auxiliary is responsible to ensure that all required food service equipment is operational at start-up and throughout the term of the contract in cooperation with the Contractor.
8. The District and Auxiliary reserve the right to have separate contracts with providers outside of the scope of this agreement.
9. 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.
10. 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.

## **V. Scoring**

Proposals will be evaluated according to criteria related to college needs and the willingness of Contractor to partner with the college. The quality and variety of the menu, student/staff satisfaction measurement methods, the company's management, staffing, financial stability, and financial terms will be considered. The 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 insure the food services program continues to meet the changing needs of the college community and a projected schedule for implementation of food services by the beginning of fall session 2015. 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 - 8 points (1 point each)**

1. 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 Desert Community College District Auxiliary Services. The letter must include the officer's title or authority. The letter should not exceed two pages in length.

2. Provide the main contact person and whom to notify as to short-listing, oral presentations, and recommendation of award. Include contact person's phone number, fax number, and email address.
3. 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.
4. Provide a listing of office locations where national and/or regional personnel are located.
5. Provide a brief history of company, including number of years in business.
6. Provide a description of the standard services offered by the company.
7. Provide a listing of professional organizations of which the Contractor is a member.
8. Provide information regarding the subcontracting of any services.

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

1. Provide a brief statement of qualifications that includes the company's size, geographic location in relation to the project, and the office that will support the contract for this project.
2. Include information regarding previous or current contracting experience with any community colleges or other public/education agencies in California.
3. Provide a list of all accounts cancelled or not renewed in the last five (5) years. Include contact names and telephone numbers, length of service at each account, and reason for cancellation/termination.
4. 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 – 32 Points**

1. DINING SERVICES: 9 points

- a. Outline plan to provide everyday food service for students, staff, faculty and guests in the cafeteria. Include proposed cafeteria menu with portion and pricing information.

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

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

## 2. CATERING SERVICES: 9 points

Submit an assessment and specific catering plan proposal including:

a. 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.

b. Staffing levels per customer for seated service lunch and dinner functions as well as for receptions and buffet service.

c. Provide a detailed marketing plan to be implemented which will support the attainment and retention of catering customers. Describe how a successful non-exclusive catering program will be built and maintained. The program must earn business by providing the best quality, prices and service.

d. Describe Contractor experience with catering. Include overview of experience working with student clubs and organizations regarding catering and food service.

## 3. QUALITY OF FOOD: 9 points

a. Provide source of supply and length of supplier relationship. Indicate the USDA grades of food they intend to supply.

b. Indicate the training given to staff on food preparation with specific emphasis on sanitation both at initial hire and ongoing.

## 4. CREATIVE IDEAS: 5 points

Submit any creative ideas specific to College of the Desert 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.

### **d. Staffing and Supervision – 9 Points (1 point each)**

1. Indicate the number of personnel proposed to staff the college location. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes for those in management positions.

Provide position descriptions for those not in management positions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing.

2. Detail the qualifications and responsibilities of each position and their salary ranges, with minimums and maximums.
3. Contract Manager/Site Supervisor: list experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.
4. Include statements regarding employment policies to include, but not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting.
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.
6. Submit proposed operating hours.
7. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
8. Provide schedule of management coverage in terms of days and hours.
9. Identify the location of your home office and the specific office that will have direct responsibility for the Auxiliary food service program.

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

1. Submit a plan to provide quality assurance with respect to all aspects of the campus food program. The plan should include:
  - a. Corporate, regional and local area visitation schedule by job title
  - b. Length of visit and who will be called upon
  - c. Follow-up procedures for customer complaints
  - d. A plan for ongoing as well as periodic customer service monitoring
  - e. Forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and related tasks
  - f. Provisions to provide pro-active attention to customer needs

2. Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the 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 Bidder brings 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 Bidder's 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.

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

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

**g. Financial Capability – 10 points (5 points each)**

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

**Appendix A**  
**COMPANY INFORMATION AND SIGNATORY PAGE**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

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

Business License Number: \_\_\_\_\_

Number of years in business under firm name: \_\_\_\_\_

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

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

If yes, provide former name(s):

\_\_\_\_\_

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

If yes, explain:

\_\_\_\_\_

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

If yes, please explain:

\_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Appendix B**  
**NON-COLLUSION AFFIDAVIT**

**STATE OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

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

\_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Contractor's Name)

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

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, County and State)

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**h. Financial Proposal – 15 points (5 points each)**

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 to 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 the Auxiliary food service operation.



**Appendix C**  
**Facility Photographs**





















