

SOUTHWESTERN COMMUNITY COLLEGE

REQUEST FOR PROPOSAL FOR FOOD SERVICE

PART I – GENERAL INFORMATION CONCERNING PROPOSAL

- 1.1 Purpose- This Request for Proposals (RFP) solicits bids for the provision of food services at Southwestern Community College.
- 1.2 Term of Agreement- the services as described herein are to commence on or about March 1, 2016 and shall continue in force for a period of three (3) years.
- 1.3 Closing Date- Sealed proposals, subject to terms and conditions made a part hereof, will be received at the address below until 3:30 p.m., November 5, 2015.

Southwestern Community College
Clifford Stalter
Vice President for Finance and Administrative Services
447 College Drive
Sylva, NC 28779

The phrase “Food Service Proposal” should be clearly written on the face of the sealed envelope.

- 1.4 Pre-proposal Conference- Offerors who intend to submit a proposal may attend a pre-proposal conference and a tour of facilities. A pre-proposal conference and tour of facilities may be scheduled for no later than October 22, 2015.
- 1.5 Inquiries- Inquiries must be addressed to Clifford Stalter, Vice President for Finance and Administrative Services, at the above address (Sec. 1.3). Any explanation desired by an offeror regarding the meaning or interpretation of the RFP must be requested in writing and with sufficient time allowed for reply to reach offerors before submission of their offer. Oral explanation or instruction given before the award of the contract will not be binding.
- 1.6 Acceptance of Proposal
- 1.6.1 The College reserves the right to accept or reject any and all proposals and to waive any informality in proposal and unless otherwise specified by the offeror, to accept or reject any item in any proposal.
- 1.6.2 Unless all proposals are rejected, awards shall be made by the College to the offeror whose proposal, confirming to the RFP, will be most advantageous to the College, price and other factors considered. The right is reserved to accept other than the lowest price proposal as may be determined to serve the best interest of the College.

- 1.7 Pricing- If either a unit price or an extended price is obviously incorrect, that incorrect price will be disregarded.
- 1.8 Offeror's Representative for Business Purposes- The name, mailing address and telephone number or the offeror's authorized agent, with offeror's proposal, must be clearly stated.
- 1.9 Telegraphic Offerors- Telegraphic or telecopied offers will not be considered; however, offers may be modified by such prior to the hour and date specified, provided a signed original copy follows.
- 1.10 Acknowledgement of Amendments to RFP- Receipt by an offeror of an amendment to this RFP must be acknowledged by a letter or telegram.
- 1.11 Proprietary Information- All proposals will open for public inspection after the award of the contract. Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information may not be confidential.
- 1.12 Evaluation- All proposals received in response to the RFP will be evaluated and ranked in accordance with evaluation criteria determined by the College. The College is not obligated to ask for or accept, after the closing date for receipt of proposals, information which is essential for complete and thorough evaluation of proposals. The College may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete terms which the offeror can submit to the College.
- 1.13 Objective
 - 1.13.1
The objective of this RFP is to acquire an exclusive contract which will provide to the students and staff of Southwestern Community College a continuing food service operation wherein the quality, quantity, and type of food, the manner of service, and the economy of price to the students are the primary considerations.
 - 1.13.2
This RFP is for operation of the College's student cafeteria service located in the Founders Hall.
- 1.14 Catering
 - 1.14.1 The College permits the use of the student cafeteria for catering activities. If the catering activities occur at a time when the College is normally closed, the College's mechanical systems will not be turned on.

- 1.14.2 Any catering that is performed by the contractor will be subject to the commissions to be paid to the College. (Sec. 5.2.1)

1.15 Assignment Subcontracting, and Subletting

- 1.15.1 This contract cannot be the subject of assignment.
- 1.15.2 The Contractor shall not have the right to sublet any portion of the food service facilities provided by the College without the written approval of the College.

PART II-INFORMATION CONCERNING THE COLLEGE AND ITS FOOD SERVICE

- 2.1 Southwestern Community College is a member of the North Carolina Community College System and is located in Sylva, North Carolina. The College is a non-resident institution and operates five (5) days per week during the regular academic year and four and one-half (4 1/2) days a week during the summer session. Excluding registration days, the student body is on campus 214 days per year.
- 2.2 For fall semester, 2015, the College enrolled approximately 2550 curriculum students on campus. The student population represents both full-time and part-time students enrolled in day and/or night classes.

PART III- FOOD SERVICE REQUIREMENTS

- 3.1 General- The Contractor will purchase, prepare, and serve food and food products in the student cafeteria and provide the College with nutritionally balanced meals and short order meals for its students.
- 3.2 Serving Style- The serving style (cafeteria, over-the counter, hot bar, etc.) shall be at the discretion of the Contractor. The serving style shall be specified in the proposal as outlined in Section 6.
- 3.3 Personnel
- 3.3.1 The Contractor will assign for duty at the College only employees acceptable to the College. The Contractor will maintain adequate staff of its employees on duty at the student cafeteria and provide expertise as needed.
- 3.3.2 The Contractor's employees will strictly adhere to College regulations regarding personal behavior. Personnel will be subject to the same parking regulations as College employees.

- 3.3.3 The College shall have the right to interview and approve the appointment of management personnel. Personnel appointed to management positions shall continue to serve in such positions only so long as their work and actions remain acceptable to the College.
- 3.3.4 The Contractor shall cause all of its employees to submit periodic health examinations, at least as frequently as required by law, and shall submit satisfactory evidence of compliance with all health regulations upon request.
- 3.4 Procurement- The Contractor will procure and pay for all food supplies. The Contractor will take advantage of all trade discounts and credits and credit them against the purchase price. The College may, at its discretion, demand inclusion of certain foods and food supplies in the inventory and menus of the Contractor.
- 3.5 Hours of Operation- As a minimum, when the College is in regular session, the operating hours for the student cafeteria shall be:

Monday- Friday

7:30 a.m. – 2:00 p.m.

Operating hours when the College is not in regular session such as summer semester, semester breaks and specified holidays, shall be mutually determined by the Contractor and the College. However, the student cafeteria shall remain open on a limited basis for the benefit of the staff and any outside groups on campus.

- 3.6 Menu Specification- The Contractor will maintain prescribed menu standards for the full serving period. The menu patterns appended to this document are provided as examples only.
- 3.7 Sanitation
- 3.7.1 Sanitation considerations are most important. The Contractor shall take whatever actions are necessary to maintain an “A” rating at all times. The Contractor shall notify the College in writing, of any matters on which the College’s assistance or cooperation is needed in order to maintain sanitation standards at least equal to an “A” rating, e.g. student behavior and dining room housekeeping.
- 3.7.2 The Contractor shall advise the College concerning building repairs and improvements needed to maintain sanitation standards of at least equal to an “A” rating. The Contractor should have sufficient knowledge of food service facilities design and of sanitation standards so that such recommendations can effectively be made, with due consideration being given to the time required for such improvements, the financial practicality of such improvements, and the effect of such improvements on sanitation standards.

- 3.7.3 The Contractor shall provide daily housekeeping, cleaning, sanitation service, and cleaning supplies for all food service facilities and equipment used by the Contractor. This shall include, but not be limited to, receiving and storage areas, kitchens, refrigerators, freezers, dining and service areas, and trash and garbage areas. The College shall provide periodic cleaning services as needed for all floors, walls, doors, windows, and light fixtures upon mutual agreement of the parties.
- 3.7.4 The College shall retain the right of inspection of all dining facilities and operation thereof with respect to: the quality and quantity of food service; the method of service; appearance and behavior of the Contractor's employees; opening and closing hours; safety; sanitation; and the maintenance of said premises.

3.8 Student and Staff Input

- 3.8.1 The Contractor shall take an annual preference poll of a random sample of on-campus students to assist in making menu selections. Bidders will include proposed plan for complying with their request.
- 3.8.2 The College shall appoint a food service committee to evaluate food service, activities and to make recommendations for improvements in facilities and services. The Contractor shall take affirmative action on all reasonable requests referred to him/her by the committee.

3.9 Purchasing Specifications- The Contractor shall adhere to the following specifications in the procurement of raw foods:

- beef and veal---USDA Grade Choice
- pork and lamb---USDA #1
- poultry---USDA Grade A
- eggs and dairy products---USDA Grade A
- frozen foods---USDA Grade A Fancy
- fresh produce---USDA #1 Quality
- canned goods---USDA Grade A Fancy

All other foods must be of comparable quality

- 3.10 Posting and Prior Approval of Menus- Standard menu selections and daily specials with applicable prices shall be posted in the student dining area.
- 3.11 Price List- Upon request, the Contractor shall furnish price lists for all menu items sold.
- 3.12 Proposed Menu- We request that you provide in part of your proposal a suggested menu. A copy of the most recent Student/Faculty/Staff Food survey is shown at the

following links:

<http://www.southwesterncc.edu/survey/FoodCt2015JanuaryStudentSummary>

<http://www.southwesterncc.edu/survey/FoodCt2015JanuaryFacultyStaffSummary>

PART IV - OTHER REQUIREMENTS AND RESPONSIBILITIES

4.1 Facilities, Equipment, and Supplies

- 4.1.1 The College agrees to furnish, without cost to the Contractor, the fixtures and furniture currently in the cafeteria. Additional space, fixtures, and furniture may be furnished by the College at its cost upon mutual agreement of the parties. The Contractor shall have the privilege, if he/she deems necessary, to provide additional fixtures, but not without the expressed consent of the College. The Contractor agrees to be responsible for any replacement of furniture and fixtures when damage is caused by its negligence, or wear and tear beyond normal usage. All fixtures and furniture provided by either party shall remain the property of the party who provided such upon the termination of this agreement. No College fixture and/or equipment will be removed from the cafeteria without the expressed consent of the College.
- 4.1.2 The Contractor will provide all expendable supplies required such as plates, cups, napkins, and silverware. These items may be paper, Styrofoam, and/or plastic. The Contractor will provide all expendable equipment such as pots, pans, kitchenware, trays, salt and pepper shakers, etc.
- 4.1.3 Fire extinguishers shall be furnished and serviced by the College, but the Contractor shall be responsible for making certain that all necessary fire extinguishers are in place and operable at all times. When additional fire extinguishers or service on existing fire extinguishers are needed, the Contractor shall notify the College.
- 4.1.4 The Contractor shall be responsible for the maintenance and repair of all Contractor-owned equipment.
- 4.1.5 The College will maintain and repair the facilities including roofs, heating, ventilation, air conditioning, electrical and plumbing, except in the event of wear, damage, or malfunction which is caused by the negligence or dishonesty of the Contractor or its employees. The College shall not be liable to the Contractor or others for any loss, damage, cost or expense which may result prior to the completion of such maintenance and repairs.

4.2 Utilities

- 4.2.1 The College will furnish all utilities, except long distance telephone service, at its expense.

- 4.2.2 The College does not guarantee an uninterrupted supply of utility services and the College shall not be liable to the Contractor or others for any loss, damage, cost or expense which may result from the interruption of, or failure of, utility service.
- 4.2.3 The CONTRACTOR will be responsible for the disposition of any and all garbage or will reimburse the College appropriate "tipping fees".
- 4.3 Safety Standards- All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires a label or re-examination listing or identification marking for the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriter Laboratory and/or National Electrical Manufacturer's Association for gas-operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished.
- 4.4 Regulatory Compliance- The Contractor will comply with all applicable laws, rules, and regulations promulgated by any federal, state, local government, bureau, or department.
- 4.5 Pest Control Service- For the kitchen, serving and disposal areas, the College shall, at its own expense, provide insect and rodent control treatments at a minimum of once per month from a certified pest control company.

PART V – BUSINESS MATTERS

- 5.1 Insurance- The Contractor shall furnish the College with copies of certificates of insurance certifying that it carries workmen's compensation, comprehensive public liability, property damage, and products liability insurance in: a minimum of **One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000) per occurrence and Umbrella Liability of One Million (\$1,000,000) Dollars.**
- 5.2 Initial Contract- The initial contract shall be issued for a period of three (3) years. The contract shall terminate on (date to be determined).
- 5.2.1 Contract- The Contractor agrees to pay the College a commission based on gross revenue (defined in Sec 5.2.2) for the privilege of operating the cafeteria on the grounds of the College. The commission rate shall be three percent (3%) of the gross revenue greater than \$150,000.00 per annum payable within thirty (30) days following the month end in which the annual gross is reached. Monthly payments to the College will be based on the commission percentage. An annual reconciliation will be made to insure that the commission is paid. The College shall have the right to inspect the Contractor's books and records pertaining to the

operation of the cafeteria upon reasonable notice and during normal business hours. The Contractor shall, if requested, furnish an annual audited report of the commissions paid and gross revenue calculation by its certified public accountant.

- 5.2.2 The term “gross revenue” used in paragraph 5.2.1 of this agreement shall mean all revenue derived from the merchandise sold or rented in said cafeteria to students and other customers, less refunds made to them, and shall not include any amounts added to the selling price on account of excise taxes, sales taxes, or any similar taxes which may come into existence during the period of this agreement. Any sales to the College, but not faculty or staff, at a discount from the normal retail price will also not be included in gross revenue.

- 5.3 Contract Amendments – At the option of the College, the contract may be amended at any time during the contract or extension thereof.

5.4 Contract Termination

- 5.4.1 This contract may be terminated by either party by giving the other not less than ninety (90) days written notice of intention to terminate as of the date specified.
- 5.4.2 In the event that the Contractor shall fail to maintain and keep in force any of the required insurance coverage, the College shall have the right to cancel and terminate the contract within five (5) days’ written notice.
- 5.4.3 In the event that the Contractor shall fail to provide a quality of food service or maintain sanitation standards the College believes to be even minimally adequate, the College shall have the right to cancel and terminate the agreement immediately without notice.
- 5.4.4 In the event that the Contractor shall fail to carry out and comply with any of the other covenants, conditions, and agreements to be performed by it, or to comply with any regulations adopted by the College, the College may notify the Contractor of such failure and default and demand that the same be corrected within ten (10) days, and in the event of failure of the Contractor to remedy the same within the said period, the College shall have the right to cancel and terminate the agreement without further notice.

5.5 Other Matters

- 5.5.1 The Contractor agrees to indemnify and save harmless the College from claims, suits, actions, damages, and cost of every name and description arising out of or resulting from the contract.
- 5.5.2 The Contractor will operate upon its own credit, it being understood and agreed that all operating policies associated with the services and activities herein specified shall be subject to the approval of the College.

- 5.5.3 The Contractor will be responsible for all permits, licenses, fees and taxes associated with its operation at the College.
- 5.5.4 The Contractor will maintain separate bookkeeping records by unit for the operations located on the College campus.
- 5.5.5 The College shall have full access to the food service facilities with or without notice.
- 5.5.6 The Contractor shall keep full and accurate records and accounts in connection with the food service covered by this agreement. All such records shall be retained by the Contractor for a period of two (2) years and may be audited by the College officials or their designated representatives at any time during regular working hours without prior notice.
- 5.5.7 Within sixty (60) days following each year of operation, the Contractor will meet with the College representatives to analyze the complete financial statement for the preceding year.

Send your proposal **on or before 3:30 p.m. on November 5, 2015**, in a sealed envelope clearly labeled "Food Service Proposal" with all required documentation to:

Clifford Stalter, Vice-President for Finance and Administrative Services
Southwestern Community College
447 College Drive
Sylva, North Carolina 28779

The deadline for submission of proposal is 3:30 p.m., November 5, 2015. Faxes and/or emailed proposals **will not** be accepted. Bid opening will be held on November 5, 2015 at 3:45 p.m. at Southwestern Community College – Balsam Building – HR Conference Room, 447 College Drive, Sylva, N.C. 28779.

This instrument contains the entire and only agreement between the parties and shall be binding upon the parties hereto, the respective successors, executors, administrators, and assigns. The laws of the State of North Carolina shall apply in all instances as to interpretations of the agreement.

CONTRACTOR

SOUTHWESTERN COMMUNITY COLLEGE

TITLE

TITLE