



May 17, 2024

Re: Request for Proposal – Food Services at Kern Community College District for Cerro Coso Community College

The Kern Community College District on behalf of Cerro Coso Community College, invites your company to submit a Proposal for Food Services, for its college needs.

Key dates associated with this Request for Proposal include:

First week Advertisement of RFP	May 17, 2024
Second week Advertisement of RFP	May 24, 2024
Deadline for Proposer Questions	May 30, 2024, at 12:00 p.m.
RFP Submission Deadline	June 11, 2024, at 2:00 p.m.
Notice of Award	TBD
<i>Submitted to the Board of Trustees for Approval</i>	
Board Award Date	August 8, 2024

General Information and Specifications may be obtained at the Kern Community College District, Business Services website at <https://www.kccd.edu/business-services/rfps-bids.html> or interested bidders may register (*registration instructions attached*) at www.publicpurchase.com to obtain the RFP.

If your company is not interested in responding to this bid request, please complete the “No Bid” Response Form, located on page 39 of the attached Request for Proposal, and return the form via email to purchasing@kccd.edu.

If you have any questions relating to this Request for Proposal offering or would like an electronic copy of the Request for Proposal emailed to you, please contact the Purchasing & Contracts Department via email at purchasing@kccd.edu.

Best wishes,

Cammie Ehret-Stevens

Assistant Director, Purchasing & Contracts



Dear Vendor,

The Kern Community College District Purchasing Department uses an online bid management system called Public Purchase. In order to begin, or continue to, receive bid notifications as a current vendor you must register with this new system. If you would like to do business with our District please complete the registration process detailed below.

INSTRUCTIONS

1. Register with Public Purchase:

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase previously please proceed directly to step 2.

2. Register with Kern Community College District:

A. Once you have received your activation email from Public Purchase log into www.publicpurchase.com and accept the terms and conditions of use.

B. Then click on the link below to start your registration process with the Kern Community College District. Begin by selecting the NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities.

<http://www.publicpurchase.com/gems/kccd,ca/buyer/public/home>

C. If, for any reason, the link below fails, you can follow the following procedure to complete the registration process:

Use the Public Purchase link in Step 1 and log in. Then click "Select Region," and "Select Agency." After selecting **Kern Community College District**, click on the "Register with **Kern Community College District**" on the right hand side of the **Kern Community College District** logo

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the Kern Community College District. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.



Why the switch?

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by Government Agencies and their Vendors.

Benefits to Us

This eProcurement system is compliant with all Federal and State regulations, which determine the required procedures for Government Agency purchasing practices. This service will also create an up to date vendor database, which will be hosted on Public Purchase's servers and will allow suppliers to easily update and change their information as needed.

Benefits to You?

This eProcurement system will create a single location in which to view open Requests for Quotation and award information for previous RFQ's issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. *All of this is provided at no charge to you.*

If you need any assistance with this process, please contact Public Purchase at support@publicpurchase.com. Or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

Thank you for participating in the Kern Community College District vendor registration process.

Sincerely,

A handwritten signature in black ink, appearing to read "Cammie Ehret-Stevens". The signature is fluid and cursive, with a large loop at the end.

Cammie Ehret-Stevens
Assistant Director, Purchasing & Contracts



REQUEST FOR PROPOSAL #CC240611

**FOOD SERVICES AT KERN COMMUNITY COLLEGE
DISTRICT FOR CERRO COSO COMMUNITY COLLEGE**

PROPOSAL SUBMISSION DEADLINE

Proposals submitted by 2:00 p.m.
Date: 6/11/2024

Submit responses electronically through the Public Purchase website at www.publicpurchase.com.

Proposals must be received by the due date and time to be considered.

Delivered to: Kern Community College District
2100 Chester Avenue
Bakersfield, California 93301
Attention: Purchasing & Contracts

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1. GENERAL INFORMATION

1.1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for the management and operation of professional Food Services to be used by the students, faculty, and staff of Cerro Coso College. Any resulting agreement will be between the supplier whose proposal is selected and the Kern Community College District ("District" or "KCCD").

1.2. District Contact Person

Submit questions and responses electronically through the Public Purchase website at www.publicpurchase.com.

All correspondence regarding this Request for Proposal should be directed to:

Purchasing & Contracts
Kern Community College District
2100 Chester Avenue, Bakersfield, CA 93301
E-mail: purchasing@kccd.edu

1.3. RFP Designations

The following designations are used interchangeably and will apply for the purpose of this RFP: The term "Kern Community College District," "KCCD," or "District," "Cerro Coso Community College" or "College" as used in this RFP shall be construed to include its employees, officers, and agents at its three campuses. The term "Vendor," "Candidate," "Supplier" or "Bidder" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP. The term "Successful Vendor," "Successful Bidder" or "Awarded Vendor" shall mean the company awarded this contract.

1.4. Key Action Dates

Listed below are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective Vendors.

First week Advertisement of RFP	5/17/2024
Second week Advertisement of RFP	5/24/2024
Deadline for RFP Questions	5/30/2024, at 12:00 p.m.
RFP Submission Deadline	6/11/2024, at 2:00 p.m.
Notice of Award	TBD

2. SCOPE OF PROPOSED SERVICES

Kern Community College District (“KCCD”) on behalf of Cerro Coso Community College (“the College”) is seeking a qualified Vendor who will collaborate with the District to provide options for meals, snacks, and desserts out of the Coyote Kitchen in the Student Center at Cerro Coso Community College to support Student Services efforts by addressing food insecurity. The vendor will provide beverages, shakes, smoothies, soft drinks, ice cream, hot sandwiches, and fried side orders to students, employees, guests, and other groups approved by the District. The Vendor may propose alternate offerings for District's consideration and approval. The District will work to afford the first opportunity to provide catering services for college sponsored meetings and events to the Vendor.

Please note: The District has an exclusive pouring rights agreement with PepsiCo, which will directly impact the food service operation.

2.1. Kern Community College District & Cerro Coso Community College Profile

Kern Community College District (KCCD) services communities over 24,800 square miles in parts of Kern, Tulare, Inyo, Mono and San Bernardino counties through the programs of Bakersfield College, Cerro Coso Community College and Porterville College.

KCCD is geographically one of the largest community college districts in the United States, serving more than 30,000 students. Our students represent a diversity of religions, economic backgrounds, sexual orientations, abilities, and ethnicities.

While the Kern Community College District was established as a separate entity in 1968 to respond to the changing needs of our communities, education services have been provided to residents for many years at Bakersfield College since 1913; at Porterville College since 1927; and in the Ridgecrest area since 1951 by what is now Cerro Coso Community College. All three colleges are proud members of the California Community College System and are accredited by the Western Association of Schools and Colleges.

Today, education centers and sites in Delano, downtown Bakersfield, the Mammoth/Bishop area, Edwards Air Force, and the Kern River Valley offer additional convenient, localized instruction for thousands of residents. KCCD's commitment to distance learning and other technological advances is creating increasing opportunities for education through the internet, satellite, and cable television to individuals across our broad service area and beyond.

Cerro Coso Community College is one of three colleges in the Kern Community College District. The College is charged with the responsibility of providing educational opportunities for the widely separated desert, mountain, and valley communities within a sweeping 18,000-mile, four-county region of eastern California.

Cerro Coso's service area includes a population base of just over 85,000 individuals. The College officially opened in the fall of 1973, and within the year began expanding its service area to include the present region.

Cerro Coso, as an institution, has a long history of valuing students as individuals with unique capabilities and needs and a teaching-learning process that motivates students towards excellence.

2.2. Intent

It is the intent of Kern Community College District on behalf of Cerro Coso Community College to contract with a qualified, professional, experienced Food Services Vendor who will provide broad point of sale lunch and dinner menu. The College expects Prospective Vendors to present a complete program for the management of the Cerro Coso Community College Food operations and to include verifiable examples of successful programs. In addition to menus and prices, proposals should include a quality assurance program, and promotional programs, all in sufficient detail to allow the College to evaluate the intended operation from the standpoint of quality, cost, and service. The Successful Vendor will provide full management services and turn-key operation of Cerro Coso Community College on-campus Food services. It is also the intent of the Kern Community College District to enter into a contract and work collaboratively with the successful Vendor for the duration of the contract.

2.3. Overview of College Food Service Operations

The Cerro Coso Community College Food Service operation provides food options for Students, Faculty, Staff, and campus visitors. The menu should be designed to meet consumer demand for lunch, healthy snack options, dinner,

and on-site catering. The District and Cerro Coso Community College believe that as an educational institution, food service provided to the on-campus population should contribute to the College's educational objectives.

Cerro Coso Community College's on-campus food service sales occur from a single mobile stationary location in the Student Center at the Ridgecrest Campus. The Food service area is open during the Academic Year that includes the Fall and Spring Semesters instructional weeks. Food service offered during the Fall and Spring semesters daily, Monday through Thursday, 10:30am – 7:30pm. The hours of operation can be altered with District agreement.

2.4. Vendor Responsibilities

The Successful Vendor selected based upon the RFP process will provide full-service management and operations of the on-campus Food Service area at Cerro Coso Community College. The Vendor will assume all costs of operation, including, but not limited the following:

- Initially, there will be no anticipated compensation, rent, or utilities paid to the District.
- There will be opportunity to determine through District and Vendor collaboration changes that could include monthly rent paid to the District or monthly subsidizing payments to the Vendor.
- Vendor will assume all costs of operation, including, but not limited to, purchasing, preparation, serving foods and beverages, bussing, personnel, as well as other materials required to provide the services covered by this contract.
- Vendor is responsible for setting up schedules for deliveries of supplies and shall pay all cost, including freight, packing and handling.
- Student workers can be recruited by the District, trained by the vendor, directed and scheduled by the Vendor, and then paid by the District.

2.5. Implementation

The following statement is not to be interpreted as a disqualification of the current contract holder. To assure a successful changeover in Vendors for these services, the District requires that the successful Vendor have all equipment, schedules, and programs in place no later than the expected commencement on or after August 9, 2024. An operational plan must be

submitted for approval to Vice President of Finance and Administrative Services for Cerro Coso Community College no later than 30 days after receipt of notice of award. This plan must be approved, prior to the successful Vendor starting.

3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS

3.1 Proposal Submittal Process

1. Interested Candidates shall register at www.publicpurchase.com to upload your response electronically.
2. Submit questions and responses electronically through the Public Purchase website at www.publicpurchase.com.
3. All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
4. Proposals shall be received by District, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
5. Corrections and/or modifications received after the specified closing time will not be accepted.
6. An authorized officer or employee of the responder must sign all responses.
7. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendor shall sign and date any Addenda Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
8. All proposals received by the District will be considered a "Public Record" as defined in California Government Code section 6252 and shall be open to public inspection, except to the extent of the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to the District in a

separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Vendors are advised that the District does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless absolutely necessary. No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal and are specifically requested to be returned.

9. The submission of an electronic proposal to the District is the sole responsibility of the Vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the District after the specified deadline will not be considered.

10. The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.

11. The contract to be negotiated must include the following requirements, as requested by the District.

3.2 Proposal Validity Period

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

3.3 Withdrawal or Modification of Proposal

Proposals may be withdrawn or modified in writing and submitted via www.publicpurchase.com from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

3.4 Basis for Award

Vendor proposals will be evaluated on factors that will measure all the following criteria:

The overall objective of this RFP is to provide the following:

1. Contract awards will be made to the vendor whose offer provides the greatest value, in terms of suitability to purpose, quality of goods and service, experience, price, and ability to deliver.

2. Provide a listing of those food service management and operations contracts currently operated in California or bordering states, with a minimum of five (5) references including name, company, address, and telephone number.
3. Provide financial data regarding company size, credit standing, financial record and stability (latest annual report, Dunn & Bradstreet, bank references, etc.)

The basis of award will be based on evaluation of:

1. Compliance and comprehensiveness with the requirements of this RFP.
2. Ability of the vendor to offer the minimum requirements requested of this RFP.

Bidders will be evaluated on the above criteria in order to select the successful vendor which best meets the needs of the college.

After the initial evaluation, and *if deemed necessary* by the KCCD evaluation committee, vendors whose proposals are initially accepted will be offered an opportunity to give an oral presentation, provide an online demonstration of the Food Services and to answer questions from the evaluation committee.

3.5 Term

The resultant contract is intended to be in effect for a term of two (2) years, awarded August, 2024, services beginning August, 2024 and ending May, 2026 with one (1), one-year options to renew under the same terms and conditions, beginning on August, 2026, subject to the Board of Trustees approval.

3.6 Termination of Contract

KCCD may elect to terminate the contract, in whole or in part, for its convenience, and such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract.

The successful Vendor may choose to terminate the contract, and the Vendor must give KCCD 60 days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention Mike Giacomini, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301.

The successful Vendor shall be in compliance with all Federal, State and Local laws governing this invitation to bid.

3.7 Issuing Office

The Kern Community College District is issuing this Request for Proposal (RFP) through the Business Services Purchasing and Contracts Department. The KCCD Business Services Purchasing & Contracts Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify, or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be submitted via www.publicpurchase.com prior to the deadline with a subject line: Amendments to RFP CC240611.

3.8 Questions Regarding this RFP

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Proposal process, may request clarification by submitting questions via www.publicpurchase.com. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted electronically and using the attached Bidder Inquiry Form in *Section 10* no later than 5/29/2024 at 12:00 p.m.

3.9 Reimbursement of Costs

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing KCCD with additional information and making an oral presentation. KCCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

3.10 Protest Against Award

Any vendor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed by the committee and bidders chosen for an oral presentation, *if deemed necessary*. All protests will be taken under advisement. Any protest received after will not be recognized.

A protest of any vendor proposal will be delivered to the Kern Community College District, attention Mike Giacomini, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal working hours.

3.11 Suspension and Debarment

The Vendor certifies, for itself and all its designated partners, that neither the Vendor, nor any designated partners are under suspension or debarment by the LEA (Local Educational Agencies) or any other governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation as an attachment to this RFP form of why such certification cannot be made. A Vendor must verify its suspension or debarment status.

3.12 Responsibility and Notice of Any Change

It is the Vendor's obligation to see that the services provided are ongoing from and after the effective date of the Vendor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Vendor shall notify KCCD and the campus or LEA, by written notification if at any time during the term of the Vendor Contract or any Purchase Order, changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are suspended or debarred by any agency, LEA, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency, or change.

3.13 Defaults

Default by Vendor: The District will hold the Vendor responsible for any damage which may be sustained because of failure or neglect to comply with any term or condition listed herein. It is specifically provided and agreed that time will be of essence in meeting the contract delivery requirements.

If the successful Vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein, at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Vendor Contract, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is terminated in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made will be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor or deducted from any funds due to the Vendor.

3.14 Insurance Requirements

The successful bidder selected shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits:

- a. \$2 million per occurrence for Workers' Compensation, if required.
- b. \$1 million per occurrence for Comprehensive General Liability.
- c. \$1 million per occurrence for Automobile Liability.
- d. \$1 million per occurrence for Errors and Omissions insurance.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an A-, VI rating. The District, its trustees, officers, agents, and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by the District.

3.15 Hold Harmless Clause

The successful bidder shall hold harmless and indemnify KCCD from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the bidder or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused.
- b. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid.
- c. The successful vendor at his own expense and risk shall defend any legal proceedings that may be brought against KCCD on any such claim or demand and satisfy any judgment that may be rendered against any of them.

3.16 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Vendor Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the

requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics, and quarantines, throughout the trade, and freight embargoes.

The Vendor shall notify KCCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Vendor Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the force majeure event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of college campus written request such supporting documentation as KCCD may reasonably request. After receipt of such notification, the College Campus may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

3.17 Declaration of Non-Collusion

This RFP requires the Vendor to attest under the penalty of perjury that no collusion took place in providing a response to this RFP. Vendors must complete the Vendor Non-Collusion Affidavit in *Section 8* of this RFP. If a Vendor cannot answer yes to these questions, he/she/it will not be able to submit a response to this RFP.

3.18 Conflict of Interest

Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

3.19 Compliance With Civil Rights Law and Americans with Disabilities Act

The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. *Section 2000* (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP.

The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section *12900*, and Labor Code *Section 1735*. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. *Sections 12101* et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. Vendors must complete the Certification of Non-Discrimination in *Section 9* of this RFP.

3.20 Work Hours and Safety Standards Act

In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of *Section 103 and 107* of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).

3.21 Public Agency Clause

Public agencies are authorized by law to purchase off a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code *Sections 20118 and 20652*. Using these statutes, the KCCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be "piggybackable" by other agencies in the state, if the awarded vendor agrees.

KCCD waives any right to receive payment from other California agencies making purchases off the awarded contract. KCCD shall incur no financial

responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a “piggyback.”

4. GENERAL SPECIFICATIONS

4.1. Product Quality

Purchase of food supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), Underwriters Laboratory, National Sanitation Foundation (NSF) and other relevant agencies. In the absence of grade labeling, the Vendor shall provide the District, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

The Vendor shall maintain rigid procurement procedures throughout the entire process or purchasing, receiving, storing, and inventorying of all foods and direct supplies. However, the District is to receive the benefit of all quantity purchase rebates and discounts associated with purchases made on its behalf.

4.2. Pricing

After the first year of the Agreement, requests for retail and catering price adjustments for the ensuing year will be considered by the District no later than April 15th for potential implementation on or about August 1st. Denial by District of all or some price increase requests shall not be a breach of this Agreement.

All prices shall include applicable sales tax. Vendor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. Vendor shall hold harmless and indemnify the District from and against all claims or demands arising out of Vendor’s failure or refusal to collect and remit taxes applicable to its activities hereunder.

Prices shall be competitive with comparable menu items served by local commercial food operators and by other local area educational institutions. Requests for increases in the retail and catering will be based upon:

- Increases in the U. S. Department of Labor Regional statistics for labor cost increase in similar job categories.

- The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast should be used to justify the increase in food cost.
- U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increase in tax rates affecting labor cost should be applied.
- Changes in menu, points-of-service, additions or levels of service provided.
- Increases for similar portions/products in similar food operations in the Sacramento market area (a price survey will be required).
- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous twelve-month span.

The College may approve a temporary price increase due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize. For example, a freeze in South America results in destruction of a major portion of the coffee crop. With its temporary price increase request, Vendor shall submit documentation as to the impact on the wholesale price of the food item.

The College reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, the College will not unreasonably deny price increases.

4.3. Tender Types/Discounts

At a minimum, the Vendor shall accept cash, major credit cards and bank and prepaid debit cards as payment options for its Cafeteria customers. In addition, the Vendor will work with the Cerro Coso Community College – Vice President of Finance and Administrative Services to accept Cerro Coso Community College Meal Cards, EOPS or other payment vouchers.

Department-direct charges may be established through the normal Cerro Coso Community College Purchase Order and invoicing process. All Department charges must be submitted for payment by the Vendor no later than ten (10) days following creation of the charge(s).

There will be no faculty/staff discounts unless Vendor chooses to offer such discounts. As a part of efforts to address food insecurity of students, the District intends to subsidize a discount for student meals.

4.4. Invoicing

The Vendor is to invoice the District or requesting department for all food and service charges contracted for. Invoices and collections for special events, catering, or conferences not sponsored by the District shall be made by the Vendor. At the end of each year of the Agreement or on expiration of the Agreement, any unpaid accounts that are deemed uncollectible remain the liability of the Vendor.

If a commission rate is established by the District and Vendor, then commission shall be paid to the District on sales in the period they are earned and charged, and not on the collection date. The Vendor shall not be reimbursed for commissions paid on uncollected accounts.

If a commission rate is established by the District and Vendor, then, payment of commissions related to all retail, catering and special contract sales shall be made to the District by the Vendor on or before the 20th day after the last day of the previous accounting period.

4.5. Sanitation and Health Codes

The Vendor shall provide daily housekeeping, cleaning, preventive maintenance, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. These facilities shall include areas used by the Vendor but not be limited to, production and serving areas, snack bars, carts, refrigerators, freezers, receiving and storage, trash and garbage. During the course of each business day, the Vendor shall have the responsibility to spot clean all associated areas. Drain and flush the grey water tank on the Food Services trailer. Disconnect all utility connections and secure the Food Services trailer. All food service areas inside and around the Food Services shall be the sole responsibility of the Vendor.

a. Training. The Vendor shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest legal and generally accepted industry standards of sanitation and safety and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times. At a minimum, at least one full time management person should have successfully attained a Certified Food Service Sanitation Professional designation. All other key management and staff employees should have successfully completed the National Restaurant Association's "ServSafe" or equivalent program.

The Vendor shall maintain and make such records available all applicable training records for review upon District request.

- b. **Cleaning Schedules.** The Vendor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat and sanitary appearance. Upon review and approval by the District, the schedules shall be posted and implemented within 30 days of the beginning of the Agreement.
- c. **Ventilation Hoods & Fire Suppression Systems.** The Vendor shall be responsible for periodic cleaning of hood ducts, plenums, fans and related units. The Vendor shall retain responsibility for the regular cleaning of all interior and exterior surfaces as well as the filters (if applicable).
- d. **Holiday Closures.** When the Food Service areas are closed for District vacations/holidays, these areas shall be left in a clean and ready-for-inspection condition.
- e. **Food Handling/Sanitation/Safety Practices.** The Vendor's employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food.
- f. **Linens & Uniforms.** The Vendor shall be responsible for providing cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels, and other related food service linens. Vendor employees and district employees shall be in uniform and wear a visible name tag identification at all times while on duty. Management shall be appropriately dressed (but not necessarily in uniform) and wear name tag identification.
- g. **Employee Illness.** The Vendor shall not allow any food service employees to work with known illnesses which are transmitted through the air or via the food products, equipment, or other mediums; open sores; or other symptoms. Any contagious disease such as hepatitis or COVID-19 must be reported immediately to the College's liaison as well as the District and local Health Department authorities.
- h. **Pest Control.** The Vendor shall coordinate its deep cleaning and pest control procedures with District building management and be responsible for implementing and sustaining measures to prevent infestation in accordance with the District's pest control measures. The District shall have the responsibility for paying for all approved pest control procedures.
- i. **Conservation/Recycling.** The Vendor is urged to purchase and promote the use of environmentally friendly post consume waste products. In addition, the Vendor is encouraged to recycle food, packaging, and other items to the extent that there are available markets and outlets for the products, and which meet state and local sanitation and safety regulations.

j. Garbage. The District will provide for the removal of trash and garbage which has been delivered to the designated locations.

k. Campus Sanitation Inspections. The Vendor shall permit unrestricted access to its food service facilities and at catered events held outside of the District at any time by its employees or authorized representatives. Copies of all inspection and follow-up/corrective action reports shall be submitted to the District immediately upon completion.

4.6. Right of Inspection

The College shall have the right of inspection of all service areas including the operation of the Vendor with respect to the quality and quantity of food service, the method of service, opening and closing hours, coffee service or 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 the College. Authorized representatives of the College shall have the full right of access to all areas of the Cafeteria premises at any and all times.

4.7. Food Service Facility Utilization

All use of Cerro Coso Community College Food Services and other facilities is restricted to Cerro Coso Community College approved College events and functions. No usage of College facilities for non-College events is to occur without advance approval by the Cerro Coso Community College – Vice President of Finance and Administrative Services. From time to time, the food service operation may be given non-exclusive use of additional on-campus spaces as necessary and available to carry out the terms of this Contract as the College determines necessary, including such spaces as areas for equipment, related auxiliary equipment, and supply storage. Subsequent modifications of space needs shall be subject to mutual agreement.

4.8. Facility Keys

Vendor will provide all locks and keys for the food service area. The Vendor shall be responsible for the cost of replacement of lost keys. If the District determines that keys lost by the Vendor or its employees could compromise District building or campus security, the Vendor shall be responsible for paying all costs associated with re-keying designated locations.

The Cerro Coso Community College Office of Maintenance and Operations shall retain emergency keys to all facilities, storage areas or on-campus vehicles utilized by the on-campus food service operation.

4.9. Utilities and Services Provided by Cerro Coso Community College

- a. College Provided Utilities. The College will provide utility services to the Food Services operation on a no charge basis, including HVAC, electricity, water, trash removal and pest control. The successful Vendor is expected to pay for telephone usage based on established College participation rates.
- b. Recycling. The Vendor shall be required to participate in the District's recycling program. The Vendor shall remove all trash and recyclable materials and place them in the proper recycling containers as provided by the College.
- c. "Green" Practices. The Vendor will utilize environmentally friendly practices whenever available, practical, and efficient.
- d. Energy Conservation Efforts. The Vendor agrees to implement maximum energy conservation techniques wherever possible and practical within the Cerro Coso Community College Food Services operation, including but not limited to the use of EnergyStar™ products where possible. Vendor further agrees to exercise care to minimize the usage of energy services according to established District and College energy conservation practices, regulations, and policies.
- e. Campus and Facility Security. Cerro Coso Community College shall provide ongoing campus security services through the Office of Public Safety, including existing facility alarm system(s) at no charge to the Vendor.
- f. Internet Access. The Vendor will be responsible for providing Internet access and required connectivity hardware, i.e., switches, routers, hubs, etc. as needed by the Vendor, either directly to the Cafeteria area or to the Cerro Coso Community College Intermediate Distribution Frame (IDF) for wired distribution to the Cafeteria facility.
- g. Student Workers. Student workers will be recruited by the District, trained by the vendor, directed, and scheduled by the Vendor, and then paid by the District.

4.10. Equipment

The Vendor shall use the existing food service area, fixtures, and equipment located within the Cerro Coso Community College campus immediately upon

commencement of the Contract. Any furniture, fixtures, and equipment in the food service areas which the Vendor decides to no longer utilize in the operation of the area shall be turned over to the College. At the termination of the Contract, the Vendor will return the area, any appliances, fixtures and related equipment to Cerro Coso Community College in the same condition as at the commencement of the Contract, excepting normal wear and tear.

With respect to the food service equipment provided by the District, neither the District nor individual college campus make any implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Vendor shall have the benefit of any warranty or guarantee given the District by the manufacturer or the seller of the equipment.

The Vendor, at its cost, shall provide any office machines necessary for the management of the District's food service program including Point of Sale system, computers, printers, facsimile machines, copy machines, typewriters, calculators and similar items. The District will provide a District laptop computer to support and monitor a student discount program. The District will provide phone connectivity and guest access to campus Wifi network. If there are food and beverage items which must be transported by motor vehicle, the Vendor shall be responsible for providing: 1) a vehicle(s) suitable to the purpose; 2) adequate and qualified staff to operate the vehicle; and 3) appropriate insurance to cover the activity. The Vendor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Vendor's employees or agents. The Vendor's employees and sub-Vendors will not be permitted to use any District owned transportation equipment. Vendor shall abide by district policies and regulations regarding transportation activity.

4.11. Maintenance

The Vendor is responsible for the on-campus behavior of all its employees, agents or designated are properly using and caring for the equipment and facilities assigned to it in the performance of its daily duties. The Vendor shall be responsible for making all repairs and performing all manufacturer/industry standards preventative maintenance procedures necessary to properly maintain and operate all College owned or purchased capital equipment, furnishings and building components.

In addition, the Vendor shall maintain a detailed record of all repairs and preventative maintenance service for each piece of equipment. In the event that Vendor negligence results in diminished or no performance, the district

shall, at its option, require the Vendor to make and/or pay for the necessary repairs or replacements without charging such costs against the account.

4.12. Theft/Burglary

The Vendor shall be responsible for immediately reporting to the respective Campus Police and Vice President of Finance and Administrative Services any break-ins or unauthorized entries into the food service areas and all property losses associated therewith.

The Vendor shall exercise maximum security control over all cash, charge and sales transactions. The District shall not be responsible for theft or loss of the Vendor's cash or property. The Vendor shall be responsible for reporting to the District all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the Premises.

4.13. Marketing

The Vendor shall regularly implement advertising and promotional efforts to increase the visibility and image of each campus' food service program. At a minimum, the Vendor shall disseminate student, faculty and staff information brochures, catering menus, monthly, weekly, and daily menu calendars, and quarterly newsletters as well as maintain the appropriate portion(s) of each college's website. The Vendor may work with a college committee, which will assist in coordination of surveys, promotional efforts, and dissemination of information. Vendor shall cooperate with the Student Services regarding promotion and marketing of the student activity card.

4.14. Logos and Marks

Vendor will utilize the Cerro Coso Community College Logo or other Marks for identification purposes of all on-campus menus or other marketing collateral materials. Vendor Company transparency is desired by Cerro Coso Community College, limiting the use of Vendor Company logos on Cerro Coso Community College On-Campus Food Service Program marketing communications and materials without prior approval of the Cerro Coso Community College - Vice President of Finance and Administrative Services.

4.15. Licensing

It is expressly understood that the Vendor assumes sole responsibility of observance of, and complies with all provisions of Federal, State, and local laws governing or relating to the operation of Food Services. Vendor shall comply with statutory language imposed by the California Office of Environmental Health Hazard Assessment related to the Safe Drinking Water and Toxic Enforcement Act of 1986.

4.16. Assignments of Contract

The Vendor will not be permitted to assign the Contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of KCCD and the Cerro Coso Community College – Vice President of Finance and Administrative Services, and then only subject to such conditions as the College may prescribe.

4.17. Accuracy of RFP Information

Kern Community College District and Cerro Coso Community College have endeavored to provide throughout this RFP complete and accurate data, information and descriptions relating to the Cerro Coso Community College On-Campus Food Service Program. Regardless of the intent to provide true, accurate and complete information, the District and College recognizes the possibility of errors and omissions occurring within this RFP.

To provide clarification on any point of information provided within this RFP, a Prospective Vendor considering providing a Response to this RFP is invited to submit any questions for such clarification at www.publicpurchase.com.

Prospective Vendors considering submitting a Response to this RFP agree to hold Kern Community College District and Cerro Coso Community College and its employees and agents harmless from any liability of any type associated with such errors and omissions.

5. TERMS AND CONDITIONS

5.1. Product Availability

a. The Vendor shall provide the College community with a full range of food products. The Vendor is responsible for scheduling deliveries of food items and supplies to ensure consistent product availability of all scheduled menu

items on a daily basis within the Cerro Coso Community College Food Services operation.

b. Vendor agrees to ensure the consistent availability of products capable of providing customers with an appropriate balance of nutritional requirements. For snack items, a minimum of 20% of the item variety available must meet some dietary requirement to qualify the product as “healthier”, i.e., low fat, low calorie, low carbohydrate, organic, all natural, fresh fruit, etc. Food is to remain available until the scheduled closing.

c. The Vendor shall submit to the Cerro Coso Community College – Vice President of Finance and Administrative Services a menu listing the “minimum daily menu variety and prices” being offered a minimum of six (6) weeks prior to the start of each Academic Semester or otherwise as requested by the College throughout the academic year. No changes to such variety and pricing during the Semester are to occur without advance approval by the College. Vendor also agrees not to reduce serving portions of menu products at any time without advance approval by the College.

d. The Vendor may, at any time, place additional items on the menu at prices fair and comparable to the basic daily menu. The Vendor may remove said additional items or change them if they are not sold in sufficient quantities to justify their continuance or if food costs of such items become prohibitive within the pricing framework. Also, the Vendor may establish “special” pricing for either on-menu or additional menu products and/or beverage items, either individually or in combination, as deemed by the Vendor appropriate to create incremental sales volumes.

e. All serving stations and bars are to be kept well stocked during all designated serving times. The last customer is to be offered the same or equal range of choice as the first customer. Wrapping shall be both attractive and serviceable, and, if possible, recyclable. Food items at the serving stations shall be readily identifiable with attractive and individual labels noting the name and price of each. Additionally, nutritional specifications of all products should be in accordance with local, state, and federal requirements. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.

f. No intoxicating liquors, including alcoholic beverages or drugs of any type, shall be kept, disbursed, sold or given away upon the premises of Cerro Coso Community College without the express written consent of the College and in accordance with KCCD Board Policy the Vendor shall not offer for sale any Prohibited Items as established by the College unless specifically approved by the College in writing. The Vendor will withdraw from display or sale, any item, or items, which the College requests are not displayed or sold.

5.2. Staffing and Employees

The Vendor, at its sole cost and expense, shall be responsible to staff the Food Service area appropriately and adequately during all Hours of Operation. Vendor will employ all personnel necessary for the efficient operation of the Cerro Coso Community College on-campus food service operation(s) and to deliver the level of customer service required by the College in accordance with the requirements established by Cerro Coso Community College. Daily staffing will include onsite the presence of a manager or supervisory level employee to meet the expectations and requirements of Cerro Coso Community College.

- a. Food Service Manager/Director. The Food Services Manager/Director assigned to the Cerro Coso Community College Food Services operation by the Vendor must be approved in advance by the College. Subsequent changes in assignments will be made by the Vendor only after prior consultation with, and approval by, the Cerro Coso Community College – Vice President of Finance and Administrative Services. The College expects management continuity (i.e., limited turnover of the Manager/Director) in order for the Vendor to meet the expectations and requirements of Cerro Coso Community College.
- b. Student Employees. Student workers will be recruited by the District, trained by the vendor, directed, and scheduled by the Vendor, and then supervised and paid for by the District.
- c. Employee Conduct. The Vendor shall be responsible for the actions of its employees, agents, and independent vendors hereunder and for the payment of all taxes, wages, benefits, and other costs associated with such persons.
- d. Compliance District and College Policies and Procedures. While on Cerro Coso Community College premises, all employees, agents, and independent vendors of the Vendor shall comply with District Standards for employee conduct and all applicable Kern Community College District and Cerro Coso Community College rules and regulations. The Vendor will be required to remove any such employee, agent, or independent vendor from the Cerro Coso Community College premises at the College's request.
- e. Employee identification. All Vendor employees are to wear name badges provided by the Vendor according to guidelines always established by the College during employment hours.
- f. Employee parking. Cerro Coso Community College to provide parking permits for non-student employees; such permits to be controlled and returned by Vendor upon employee termination or otherwise as directed by

the Cerro Coso Community College - Vice President of Finance and Administrative Services. No parking permits will be provided by College to student employees.

5.3. Food Services Hours of Operation

Cerro Coso Community College Food Services operations will include at a minimum Monday through Thursday during the Fall and Spring Semesters. Specific operating hours will be defined by the College in conjunction with the Vendor. Business hours may be extended during the beginning of each semester or otherwise upon recommendation by the Vendor and approval of the College to support special programs and events as necessary (i.e., Open Houses, Orientation, etc.).

Vendor may choose to expand the hours of operation to provide additional services to the College population and increase total Cafeteria sales. However, changes to the defined hours of operation must be approved by the College.

5.4. Catering Services

a. The Vendor will have the right to and is encouraged by the College to expand its offerings by developing on-campus Catering services to supply food and beverage items throughout the Cerro Coso Community College campus. For on-campus catered events, the Vendor shall have first right of refusal for all catered food service activities over \$125.00 with the caveat that the services offered by the Vendor are competitive with the alternative catering supplier in terms of provided products and pricing.

b. The College will strongly support the development of the Vendor's on-campus Catering program. Prior to each semester, the Vendor will provide to the Cerro Coso Community College – Vice President of Finance and Administrative Services a catering menu and price schedule for on-campus catered food and beverage products. The District will provide guidance on pricing that complies with the per diem guidelines that the college must adhere to when paying for food. It is recommended that the Vendor's catering menu include basic beverage, snack, and sandwich/salad item provision as well as full-service meals.

c. The District, in coordination with the Vendor, will assume operational and financial responsibility for setting up and tearing down each scheduled event at District facilities. The Vendor will, however, be responsible for spot cleaning prior to and between events. All catering equipment and supplies must be

removed from the catered services site and all clean-up activities completed immediately following the event.

d. The Vendor is strictly prohibited from soliciting non-District related catering off-campus. However, the Vendor is encouraged to accept all such non-District related business which is requested by outside groups and held within the District's cafeterias or elsewhere on one or more of the campuses. The District reserves the right to approve all such business.

5.5. Nutritional Awareness Plan

Vendor is to develop and communicate a Nutritional Awareness Plan targeting Cerro Coso Community College student. The plan's components should include awareness of "healthier" meal and snack alternatives.

5.6. Customer Needs Compliance

The VENDOR shall adopt the following objectives, with the goal of maintaining and expanding the management and operation of the Food Services:

- a. Excellence in Customer Service. The Vendor shall provide excellent customer service at the Cerro Coso Community College Food Service facility and in all other activities associated with activities governed by this RFP.
- b. ADA Requirements. The Vendor shall meet the needs of disabled persons, by complying with all requirements as established, either currently or in the future, by the U.S. Department of Justice and relating to the Americans with Disabilities Act ("ADA").
- c. Positive Customer Relations. The Vendor shall strive at all times to maintain positive public relations with students, faculty, and staff.
- d. Customer Feedback. The Vendor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with the Cerro Coso Community College – Vice President of Finance and Administrative Services. Written complaints received by Food Services to be communicated to the Cerro Coso Community College – Vice President of Finance and Administrative Services within 48 hours along with an indication of the appropriate Vendor response/resolution.

5.7. On-Campus Food Service Exclusivity

The Vendor shall have non-exclusive rights to food service operations by providing food and beverage service from the college kitchen. Contractor shall provide beverages, shakes, smoothies, soft drinks, ice cream, hot sandwiches, and fried side orders to students, employees, guest and other groups approved by the District. Use of property shall be in strict compliance with all applicable governmental laws, ordinances, and regulations.

The College Administration may authorize the sale of certain items by alternative approved Vendors, student groups, or by organizations of the College. Exclusive operation and sales do not include or permit the sale of items determined by the District or College to be objectionable.

Please note: The District has an exclusive pouring rights agreement with PepsiCo, which will directly impact the food service operation.

5.8. Facility Modifications Consideration

The College will consider food service facility modifications, including upgrades or renovations that will improve service and/or make the operation more efficient. Renovations may be minor and/or cosmetic in nature or more significant. The submitted Proposal should specify the level of financial responsibility the Vendor is willing to commit towards any renovation(s).

6. ACCOUNTING AND AUDITING

6.1. Annual Business Review and Plan

a. Annual Food Service Business Review. Each Contract year following completion of the Spring Semester and no later than six (6) weeks prior to the start of the Fall Semester, Vendor will meet with the Cerro Coso Community College - Vice President of Finance and Administrative Services to review Food Services operations and performance during the prior Academic Year. Specific review points will include:

- Financials, including sales and profitability and comparison to prior year
- Operations, including facilities and staffing overview
- Product offerings and pricing
- Marketing and promotions and perceived impact
- Nutritional Awareness Program

- Implemented prior year operational changes and impact
 - Existing Food Service issues
- b. Future Plan Development. At the time that the Annual Food Service Business Review is presented, Vendor will also present the Next Year Food Service Plan and proposed changes to the Cerro Coso Community College On-Campus Food Service Program for the upcoming Academic Year. The Annual Next Year Cafeteria Plan should include any changes proposed for the Cerro Coso Community College Food Service operation, including:
- Operational changes
 - Facilities and equipment recommendations
 - Staffing adjustments
 - Product offerings and menu changes
 - Pricing changes
 - Marketing and promotions proposed
 - Financial projections
- c. Vendor Plan Execution. Upon approval of the Annual Next Year Plan, Vendor agrees to execute the Plan specifics as of the earliest date possible in order to have the Plan in operation throughout as much of the Academic Year as possible. Any components of the approved Plan that the Vendor determines cannot be implemented on a timely basis need to be surfaced to the Cerro Coso Community College – Vice President of Finance and Administrative Services immediately to allow the College and Vendor to determine the proper course of action.
- d. Approval of Operational Changes. Cerro Coso Community College and the Vendor will review all proposed changes in on-campus Food Service operations. Any changes implemented by the Vendor will require advance approval by the Cerro Coso Community College – Vice President of Finance and Administrative Services.

6.2. Vendor Credit Capability

The Vendor shall operate the Food Services on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the College.

6.3. Vendor Investment and Amortization

- a. Vendor Utilization of Existing Food Services Assets. All existing Cerro Coso Community College facilities, equipment and fixtures are the property of the District and Cerro Coso Community College and are available for use by the Vendor at the commencement of the Contract.
- b. Expected Food Services Investments. It is expected that capital investments in facilities, equipment and/or fixtures may be necessary for the continued, effective and efficient operation of the Cerro Coso Community College Food Services program over the term of the Contract. Such investments may occur at the inception of the Contract or at other times during the Contract Term. Vendor should include in its response to this RFP any investments contemplated to occur at Contract inception.
- c. Advance Approval of All Investments. All investments, regardless of the nature of the investment, require advance approval by the Cerro Coso Community College – Vice President of Finance and Administrative Services for such investment to be considered as a component of the Cafeteria operation and prior to inclusion in the Cerro Coso Community College Food Service operations financial statements.
- d. Investment Standards. All investments associated with this Contract must meet District and Cerro Coso Community College standards; must be approved in advance; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Vendor with the Cerro Coso Community College – Vice President of Finance and Administrative Services. Any third-party vendor used by the Food Service Vendor to assist with making facility improvements must be approved in advance by Cerro Coso Community College.
- e. Ownership of Capital Investment and Fixtures. All capital investments and fixtures in the Food Service facilities shall become the property of Cerro Coso Community College 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 Vendor for the unamortized portion of the capital investment in the facilities, and all capital investments and fixtures shall become the property of Cerro Coso Community College. If the Contract is terminated for poor performance or at the independent request of the Vendor, then the College shall not reimburse the Vendor for the unamortized portion of the capital investment and all capital investments and fixtures shall become the property of the College.
- f. Design Fees. All design fees and planning fees associated with facility improvements shall be incurred solely by the Vendor and the Vendor shall treat all design and planning fees as the Vendor's operating expenses.

Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

g. Facility Investments. The Cerro Coso Community College Food service operation will remain in its current location. Prospective Vendors are required to submit proposed facility investments for the Cerro Coso Community College Food Service facility as part of their response to this RFP.

h. Equipment and Fixture Investments. Vendor investments to replace or upgrade Food Service equipment and fixtures require the advance proposal submission to and approval by the Cerro Coso Community College – Vice President of Finance and Administrative Services.

i. Technology Investments. Vendor technology investments that are to be amortized by Cerro Coso Community College Food Services require advance proposal submission to and approval by the Cerro Coso Community College – Vice President of Finance and Administrative Services. Technology investments relating to this Contract and considered for amortization are to only include the share of costs directly attributable to the Cerro Coso Community College Food Services operation. Corporate technology investment costs, whether related to technology acquisition, upgrade or other modification, are not considered Cerro Coso Community College Food Services investments without the advance and express approval by the Cerro Coso Community College – Vice President of Finance and Administrative Services.

j. Accounting Of Facility Investment. The Vendor will provide the College with a full accounting of its facility, equipment, or fixture investments, including copies of invoices paid to Vendors for the facility investment.

k. Investment Amortization. The capital investment by the Vendor in the Cerro Coso Community College Food Services facilities will be amortized on a straight-line basis over the five (5) year Term of the Contract. Such amortization is considered a normal operating expense associated with the Food Services operation and should be included in the appropriate Vendor financial statements. Mid-Contract investment amortization is to occur either over a similar five (5) year period or over the remaining Term of the Contract at the discretion of the Cerro Coso Community College – Vice President of Finance and Administrative Services. Unamortized investment that occurs specifically from an amortization period extending beyond Contract termination will be resolved with the Vendor at time of Contract termination.

l. Vendor Investment Proposal Variance. If the actual amount spent by the Vendor on the initial Food Services facility and equipment investment at the time of Contract inception is less than the amount indicated in the Vendor's Response to this RFP, the Vendor will provide Cerro Coso Community

College with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility and/or equipment improvements. If the actual amount spent by the Vendor on the facility investment is more than the amount offered in the Vendor's proposal, then the Vendor will be solely responsible for all costs necessary to complete the renovation.

m. Timing of Capital Investment. The timing of the capital investment for the Food Services facilities will be determined by Cerro Coso Community College.

6.4. Operating Financials

The Vendor will assume all costs of operation, including, but not limited to product purchasing, preparation, waste or spoilage product costs, serving expenses for foods and beverages, bussing, personnel, workers' compensation insurance and all other expenses and materials required to provide quality on-campus Cafeteria to the Cerro Coso Community College population as covered by this Contract. The Vendor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.

6.5. Financial Reporting and Records Retention

a. Maintenance of Proper Accounting Records. The Vendor is to maintain full, complete and separately distinguishable accounting records for the Cerro Coso Community College Food Services operation. Accounting records for the Cerro Coso Community College Food Services operation are to include all expenses of any type, revenues, taxes, overhead charges or allocations and any other financial items attributable to the Cerro Coso Community College Food Services operation in accordance with Generally Accepted Accounting Principles.

b. Reporting Requirements. The Vendor will provide quarterly and annual in-depth financial reports to both the District Chief Financial Officer and the Cerro Coso College - Vice President of Finance and Administrative Services, or an appropriate designee. The Vendor will meet with the Cerro Coso Community College - Vice President of Finance and Administrative Services on a quarterly basis to review the Food Services financial performance.

On a quarterly and annual basis, the Vendor will submit detailed Cafeteria financial statements to the College. At a minimum, the Food Services financial statements will include the following:

- Cerro Coso Community College Food Services Profit and Loss Statement
 - o Sales by Category/Department for all locations
 - o Total Sales
 - o Cost of Goods Sold
 - o Gross Margin
 - o Personnel Expenses
 - o Direct Operating Expenses by line item
 - o Indirect Expenses (e.g., Management Fee, Vendor Overhead Charges)
 - o Depreciation and/or amortization
 - o Rent/Commission Paid to the College
 - o Profit/Loss
 - Cerro Coso Community College Food Services Balance Sheet
- c. Annual Vendor Corporate Financial Statements. The Vendor will provide the District and Cerro Coso Community College annually with a copy of its company's certified financial statements.
- d. Financial Records Availability. Vendor will make available as requested by the District and/or Cerro Coso Community College all financial records associated with this Contract and the operation of the Cerro Coso Community College Food Services program, including both paper and electronic copies of individual transaction support and financial reports.
- e. Financial Records Retention. Vendor will retain all financial records associated with this Contract and the operation of the Cerro Coso Community College Food Services program throughout the Contract Term and thereafter for a period to be not less than five (5) years following Contract termination.

6.6. Vendor Financial Payments

If after the first year of operation the Vendor is able to earn a substantial profit through operation of the Food Services, then a commission schedule or minimum annual financial guarantee may be established.

The Vendor shall pay Cerro Coso Community College annually the greater of either (i) the financial return based on the appropriate payment and/or

commission schedule(s) established upon Award of the Contract to the Vendor, or (ii) the minimum annual financial guarantee.

Payments will be made to Cerro Coso Community College on a quarterly basis. Cerro Coso Community College shall have the option to select either (i) quarterly payments according to the payment or commission schedule(s) or (ii) quarterly payments based on one-fourth (1/4) of the minimum annual financial guarantee. Regardless of the payment method selected by Cerro Coso Community College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each Contract Academic Year.

6.7. Technology

The Vendor shall provide industry standard and proven hardware and software for Cafeteria Point-Of Sale, inventory tracking, costing and related systems to meet the requirements of this RFP. Vendor hardware and software must be capable of accepting KCCCD's Prepaid Debit Card system.

Vendor is to maintain technology security at all times, including proper protection of consumer credit, debit/prepaid card data utilizing encrypted transmissions and other protective requirements per the standards set by the PCI Security Standards Council.

7. VENDOR STATEMENT OF INTENT

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH ITS PROPOSAL

TO THE BOARD OF TRUSTEES OF
THE KERN COMMUNITY COLLEGE DISTRICT:

THE UNDERSIGNED, HAVING BECOME FAMILIAR WITH THE SPECIFICATIONS, CONTRACT CONDITIONS AND REQUIREMENTS, AND ALL OTHER MATTERS CONCERNING THE REQUEST FOR PROPOSAL AND CONTRACT TO BE AWARDED, HEREBY OFFERS TO PROVIDE THE REQUIRED PRODUCTS AND SERVICES, IN ACCORDANCE WITH ITS PROPOSAL AND THE PROPOSED CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN, ALL REFERENCED MATERIAL AND ATTACHMENTS.

VENDOR _____
(TYPE OR PRINT COMPLETE LEGAL NAME OF VENDOR)

CHECK ONE: SOLE OWNERSHIP _____ CORPORATION _____
PARTNERSHIP _____ OTHER (SPECIFY) _____

BY _____
(SIGNATURE)

TITLE _____

IRS OR SOCIAL SECURITY NO. OF VENDOR

ADDRESS

PHONE (_____) _____ - _____

DATE _____

8. VENDOR NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH ITS PROPOSAL

(Name) _____, being first duly sworn, disposes and says that:

1. He or she is (Title, or Owner, or N/A) _____
of (Company, or N/A) _____, the Vendor making the foregoing proposal.
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
3. That the proposal is genuine and not collusive or sham.
4. That the Vendor has not directly or indirectly induced any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing.
5. That the Vendor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
6. That all statements contained in the proposal are true; and further, that the Vendor 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this ____ day of _____, 2024.

Vendor _____

(Type or Print Complete Legal Name of Vendor)

By _____

(Authorized Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

9. CERTIFICATION OF NONDISCRIMINATION

TO BE EXECUTED BY CANDIDATE AND SUBMITTED WITH ITS PROPOSAL

Candidate hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. Candidate shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code section 129.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this _____ day of _____, 2024.

CANDIDATE _____

(Type or Print Complete Legal Name of Candidate)

By _____

(Authorized Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

10. BIDDER INQUIRY FORM

RFP #CC240611 - FOOD SERVICES AT KERN COMMUNITY COLLEGE
DISTRICT FOR CERRO COSO COMMUNITY COLLEGE

Bidders should use this form to submit questions regarding the RFP. The Kern Community College District will provide a complete list of questions received along with the District's responses to all bidders who participate. Questions will be listed without reference to the source.

Name of Company: _____

Company: _____

Representative: _____

Question(s):

Submit responses electronically through the Public Purchase website at
www.publicpurchase.com.

11. "NO BID" RESPONSE FORM

"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request but would like to remain on the Kern Community College District vendor list for this service/commodity, please remove this form and e-mail to the Purchasing & Contracts Department.

Kern Community College District
Purchasing & Contracts Department
2100 Chester Avenue
Bakersfield, CA 93301
purchasing@kccd.edu

RFP #CC240611 - FOOD SERVICES AT KERN COMMUNITY COLLEGE DISTRICT
FOR CERRO COSO COLLEGE

_____	_____
Business Name	Date
_____	_____
Mailing Address	Telephone
_____	_____
City, State, Zip	Contact

REASON(S) FOR NOT SUBMITTING A BID:

12. KERN COMMUNITY COLLEGE DISTRICT CERRO COSO FOOD SERVICES FINANCIAL BID FORM

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. Part 3: Specific Financial Return Components to Cerro Coso College

a. Fixed Payments to the College. Contract inception or annual lump sum financial payments:

Contract Inception Payment	Annual Payments During Contract
\$ _____	\$ _____

Description: _____

b. Operations-Based Payments

- i. Commission on Net Cafeteria Sales _____%
- ii. Profit sharing based upon financial performance _____%
- iii. Minimum annual financial guarantee \$ _____

Description: _____

c. Square footage facility rental fees payable to the College

Per-Square Facility Rental	Annual Facility Rental
\$ _____	\$ _____

Description: _____

d. Additional Financial Incentives.

Amount _____ Description _____

\$ _____

\$ _____

\$ _____

\$ _____

Description: _____

2. Part 4: Summary of Contract Inception Investments

Category	Amount	Amount to be Amortized	Without Amortization
Facility	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____
Technology	\$ _____	\$ _____	\$ _____

Description: _____

Note: Please attach additional explanatory schedules as necessary.