



## **REQUEST FOR PROPOSAL # PC141202**

**FOOD SERVICE OPERATIONS  
AT KERN COMMUNITY COLLEGE DISTRICT  
FOR  
PORTERVILLE COLLEGE**

### **PROPOSAL SUBMISSION DEADLINE**

Proposals submitted by: 2:00 PM (Pacific Standard Time)  
Date: December 2, 2014

*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: Cammie Ehret-Stevens

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**ATTACHMENTS:**

- Attachment A. Financial Bid Form
- Attachment B. Contractor Statement Of Intent
- Attachment C. Contractor Non-Collusion Affidavit
- Attachment D. Porterville College 2014-2015 Academic Year Calendar
- Attachment E. Certification of Non-Discrimination
- Attachment F. Bidder Inquiry Form
- Attachment G. Porterville College Cafeteria Facility Floor Plan
- Attachment H. Existing Porterville College Cafeteria Equipment List

**NOTE:** To simplify Kern Community College District Administration’s review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Section 8, “Proposal Submittal Requirements.” In addition, the Financial Bid Form (Attachment A), Contractor Statement Of Intent (Attachment B), Contractor Non-Collusion Affidavit (Attachment C), and Certification of Non-Discrimination (Attachment E) must be completed and signed by an authorized company representative.

# 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 Porterville 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

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

Cammie Ehret-Stevens, Purchasing Coordinator - (661) 336-5155  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301

## 1.3 RFP Definitions

The following designations are used interchangeably and will apply for the purpose of this RFP:

The term "Kern Community College District," "Kern CCD," "KCCD," "District" or "Porterville College" as used in this RFP shall be construed to include its employees, officers and agents at its District Office and campuses.

The term "Contractor," "Candidate," "Supplier," "Bidder" or "Consultant" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP.

The term "Successful Contractor," "Successful Bidder" or "Awarded Contractor" 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 Contractors. All times stated

First week Advertisement of RFP	October 20, 2014
Second week Advertisement of RFP	October 27, 2014
Pre-Proposal Conference	November 4, 2014 at 2:00 PM.
RFP Submission Deadline	December 2, 2014 at 2:00 PM
Notice of Award	December 18, 2014
<i>Submitted to the Board of Trustees for Approval</i>	
Board Award Date	December 18, 2014
Anticipated Commencement Date	January 1, 2015

## 1.5 Pre-Proposal Conference

### **ALL INTERESTED BIDDERS ARE ENCOURAGED TO ATTEND THE PRE-PROPOSAL CONFERENCE.**

- a. The Pre-Proposal Conference will be held at 2:00 PM, Tuesday, November 4, 2014 in Room AC-108 in the Academic Center on the Porterville College campus. Names of those attending the Pre-Proposal Conference should be submitted in advance to Cammie Ehret-Stevens no later than Monday, November 3, 2014.
- b. The agenda for the Pre-Proposal Conference on November 4, 2014 is as follows:
  - 2:00 PM Overview of Porterville College, on-campus Cafeteria operations, RFP specifics and Bidder response requirements.
  - 2:30 PM Tour of the Porterville College Cafeteria operation.
  - 3:15 PM Bidder question and issue discussion.

Note: Parking passes will be provided to the Prospective Contractors at the meeting and may be picked up from the Academic Center Information Desk.

## 1.6 Prospective Contractor Presentations

After review of the submitted Responses to the RFP, qualified Prospective Contractors may be invited to make oral presentations during the week of December 8, 2014.

## **2. SCOPE OF PROPOSED SERVICES**

Kern Community College District ("KCCD") on behalf of Porterville College ("the College") is seeking a qualified Contractor to furnish all financial resources, management, equipment, goods and supplies necessary to manage and operate professional food services that will maintain and expand these services to the DISTRICT. The College's overall goal in soliciting a Contractor is to provide the highest level of food service to the students, faculty and staff that are congruent with the equally important objective of the highest possible financial return to the College. It is essential that the food services operations are maintained and managed with maximum sensitivity to the needs and concerns of our students, faculty, and staff. Products, prices, and services shall promote confidence that the College is obtaining the best possible combination of quality, customer service and price and that the services are appropriate to the needs of the College. In addition, the College is seeking a commitment from a dedicated and professional Contractor willing to invest in the College's food service facilities.

### **2.1 Kern CCD 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 26,000 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.

#### **Porterville College**

Porterville College is located in Porterville, California, and serves students and communities in the central valley.

Porterville is within three hours commuting time to the seashores of the Pacific, the metropolitan Los Angeles area, and the San Francisco Bay Area.

The population of the Porterville urban area is approximately 54,000 persons and that of the surrounding service area is 110,000 persons. Porterville provides a quality of life that includes inexpensive housing, outdoor recreation, excellent elementary and secondary schools, and friendly neighbors.

Porterville serves as a gateway to a vast mountain wonderland and recreational area of the Sequoia and Kings Canyon National Parks. The high alpine wilderness is home to awe-inspiring giant sequoias, immense mountains, deep canyons and over 200 caverns.

## **2.2 Intent**

It is the intent of Kern Community College District to contract with a qualified, professional, experienced Cafeteria management Contractor that will provide broad made-to-order breakfast and lunch menu that includes healthy food options. The College expects Prospective Contractors to present a complete program for the management of the Porterville College Cafeteria operations and to include verifiable examples of successful programs. In addition to menus and prices, proposals should include a quality assurance program, promotional programs and décor concepts, all in sufficient detail to allow the College to evaluate the intended operation from the standpoint of quality, cost and service.

The Successful Contractor will provide full management services and turn-key operation of Porterville College on-campus Cafeteria. It is also the intent of the Kern Community College District to enter into a contract and work collaboratively with the successful Contractor for the duration of the contract.

## **2.3 Overview of College Food Service Operations**

The Porterville College Cafeteria operation provides Students, Faculty, Staff and campus visitors with a broad variety of both on-site and pre-prepared entrees, sandwiches, side dishes, snacks and beverage products. The menu should be designed to meet consumer demand for all day-parts, including breakfast, lunch and snacks. The District and Porterville College believe that as an educational institution, food service provided to the on-campus population should contribute to the College's educational objectives. Freshly prepared, well balanced, nutritional meals as well as convenience items should be included in the daily menu.

Porterville College's on-campus food service sales occur from a single cafeteria facility and the bookstore in the Student Center located in the center of the College campus. The Student Center is open during the Academic Year that includes the Fall and Spring Semesters instructional weeks and the six-week Summer Intersession. Cafeteria Food Service is offered during the Fall and Spring semesters on a daily basis, Monday through Friday, and Monday through Thursday during the Summer Intersession.

For the Academic Year 2014-15, the cafeteria is scheduled to offer Cafeteria on 188 College instruction days and limited operations on three (3) Faculty Flex days (continental breakfast and self-service lunch provided by the College). Historically, food services have not been offered during periods of limited College instruction, including three to four additional weeks annually when only Health Care, Police and Fire Academy instruction occurs.

Incremental food service opportunities may exist for remote service provision via coffee cart(s) or other executions and for catering services ranging from coffee service to full meal programs for department, student activities and other internal group events. Additionally, the District is soliciting proposals for an exclusive Beverage Contractor Supplier (RFP# DO141203) that specifically will impact Porterville College’s food service operation.

Also, Porterville College operates a Child Development Center (“CDC”) that has daily meal (breakfast and lunch) and snack requirements for participating children. Currently, the CDC’s meal preparations are handled through the local unified school district and are not included in the scope of this proposal.

## 2.4 Cafeteria Facilities

The Porterville Cafeteria, including storage, preparation and serving areas, is located in the Student Center on the Porterville campus and includes 2,526 square feet within the areas specifically assigned to Cafeteria. The Student Dining area (2,900 square feet) is directly adjacent to the cafeteria area. (See Attachment E for Porterville College Cafeteria Floor Plan.)

Porterville College Cafeteria Facility	
Functional Area Description	Square Footage
Kitchen/Main Preparation/ Area	731
Serving Area and Self-Service Access	780
Dry Storage (Behind Kitchen)	300
Additional Storage	42
Additional Storage	210
Washing Station	108
Dishwashing	195
Cafeteria Office	73
Janitorial Area	20
Restroom and Lockers	67
Total Assigned Cafeteria Area	2,526
Student Dining (Directly Adjacent)	2,900

## **2.5 Contractor's Responsibilities**

The Successful Contractor selected based upon the RFP process will provide full service management and operations of the on-campus Cafeteria to be provided at Porterville College. The Contractor will assume all costs of operation, including, but not limited the following:

- Cost of Operation
- Food products, kitchen, and server supplies.
- Taxes, insurance, and labor including wages, benefits, Social Security tax, Workers'
- Compensation and unemployment insurance.
- All uniforms, linens, towels, and laundry service.
- Paper goods and utensils.
- Routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls.
- Business operation expenses including Data, Telephone, and Copier and all office supplies.
- Transportation and vehicle costs required for food service operation.
- Any costs associated with facility improvements or electrical upgrades required for additional Contractor provided equipment.
- Any replacement of District-furnished or District-supplied equipment intentionally damaged or destroyed by Contractor and/or its employees.

The College maintains separate contract(s) for vending machines. The Cafeteria Contract does not include concessions for athletic events.

## **2.6 Implementation**

The following statement is not to be interpreted as a disqualification of the current contract holder. To assure a successful changeover in Contractors for these services, the District requires that the successful Contractor have all equipment, schedules, and programs in place no later than January 15, 2015. A changeover plan must be submitted for approval to Arlitha Harmon, Director of Finance & Administrative Services for Porterville College no later than 30 days after receipt of notice of award. This plan must be approved, prior to the successful Contractor beginning the changeover process.



### 3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS

#### 3.1 Proposal Submittal Process

1. All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
2. 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.
3. Corrections and/or modifications received after the specified closing time will not be accepted.
4. An authorized officer or employee of the responder must sign all responses.
5. Submit responses electronically through the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com) or in a sealed envelope with the RFP number, closing date, and time shown.
6. 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 Contractor shall sign and date any Addenda Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
7. 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 Contractor designates trade secrets or other proprietary material to be confidential. Any documentation which the Contractor 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. Contractors 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. Contractors are advised that the District does not wish to receive material designated as trade secrets and requests that Contractors not supply trade secret materials unless absolutely necessary. No part of the Contractor'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.
8. Interested Candidates shall register at [www.publicpurchase.com](http://www.publicpurchase.com) to upload your response electronically or you may submit three (3) copies of the requested information and one (1) electronic copy in sealed packaging to the address listed below:

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301  
c/o Cammie Ehret-Stevens, Purchasing Coordinator

9. The delivery of a proposal to the District is the sole responsibility of the Contractor. 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 Contractor from full compliance with the Scope of Work if awarded the contract.
11. The contract to be negotiated must include the aforementioned 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 by US Mail or hand delivery from the Contractor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

### **3.4. Basis for Award**

#### *Proposal Evaluation Method*

The contract resulting from this Request for Proposal, if any, shall be awarded to the most qualified and responsive, responsible bidder whose proposal is determined to be the most advantageous to the Kern Community College District, taking into consideration the evaluation factors set forth in this solicitation.

#### *Evaluation Criteria*

Contract awards will be made to a qualified Prospective Contractor whose proposal provides the greatest value, in terms of suitability to purpose, quality of goods and services, experience, price, and ability to deliver.

The District invites Prospective Contractors to include in their proposal other contributions beyond those requested in this RFP. These may include services, programs, and various forms of payment or contribution of funds by the Prospective Contractor, both for specific uses and for the unrestricted use by Porterville College.

It is the intention of the District to award this RFP on an “all or nothing” basis to a single Contractor.

In order to be considered for award the Contractors must provide the following (please see Proposal Submission Form):

- a. Evidence of the successful operation of food service management & operations as appropriate under a contractual agreement.
- b. 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.
- c. Provide financial data regarding company size, credit standing, financial record and stability (latest annual report, Dunn & Bradstreet, bank references, etc.)
- d. Describe staff expertise to support buying and management, design, accounting and auditing, advertising and marketing, etc.
- e. Oral interviews may be given to selected prospective Contractors (i.e. the short list). The interviews will be for the purpose of determining which of the finalists should be selected to fulfill the District’s needs and requirements for food service and related services management and operation. The interview shall consist of, but not be limited to:
  - Financial resources.
  - Community College food services management & operation experience.
  - Managerial concepts to meet service requirements.
  - Marketing/Promotional techniques.
  - Retail experience.
  - Personnel experience.
  - Quality of proposed services and costs.
  - Ability to maintain and expand services to the District.
  - Proposal to remodel the main cafeteria and off-site food service areas.
  - Completeness and thoroughness of proposals submitted.

The right is reserved by the District’s Governing Board to reject any or all proposals.

### **3.5. Term**

The resultant contract is intended to be in effect for a term of three (3) years, awarded December 18, 2014, services beginning January 1, 2015 and ending December 31, 2018 with two (2), one-year options to renew under the same terms and conditions, beginning on January 1, 2019, subject to the Board of Trustees approval.

(In the event that the Board does not approve the contracts for up to five years, the contracting period will then be for three years.) Additionally, the resultant contracts shall be in accordance with all special provisions, terms and conditions, and specifications set forth herein.

### **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 Contractor. Thereafter, the Contractor shall have no further claim against KCCD under the contract.

The successful Contractor may choose to terminate the contract, and the Contractor must give KCCD 90 days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention Mr. Tom Burke, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301

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

### **3.7. Issuing Office**

The KCCD is issuing this Request for Proposal (RFP) through the Business Services Purchasing Department. The KCCD Business Services 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 in written format and submitted to the District Contact Person:

Cammie Ehret-Stevens, Purchasing Coordinator  
Amendments to RFP # PC141202  
[cammie.ehret@kccd.edu](mailto:cammie.ehret@kccd.edu)

or

Cammie Ehret-Stevens, Purchasing Coordinator  
Amendments to RFP # PC141202  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301

### **3.8. Questions Regarding This RFP**

Contractors 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 written questions by email or in an envelope marked with the title and RFP # of the proposal and addressed to the District Contact Person. Answers to the questions will be provided to all Contractors without identifying the submitter.

Questions regarding this RFP must be submitted using the attached **Bidder Inquiry Form is due no later than November 14, 2014 at 12:00 P.M. (Attachment F).**

### **3.9. Reimbursement of Costs**

Each Contractor 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. KCCD is under no obligation to reimburse Contractor for any proposal costs or incur any costs on Contractor's behalf.

### **3.10. Protest Against Award**

Any Contractor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed. All protest will be taken under advisement. Any protest received after that will not be recognized.

A protest of any Contractor proposal will be delivered to the Kern Community College District, Attention Mr. Tom Burke, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal working hours.

### **3.11 Qualifications of Contractor**

Proposals will be considered from experienced companies who can demonstrate the capacity to meet all of the needs stated in this RFP.

1. Name and address of operating firm, names of owners or principals of firm. Also include a completed W-9, Request for Taxpayer Identification Number and Certification.
2. Provide historical background and capabilities of Contractor's company relating to support services to community colleges and universities.
3. List and describe any claims or lawsuits that have been made against Contractor for non-performance or inadequate performance as a provider of carbonated and non-carbonated beverages and vending equipment.
4. Include a minimum of five (5) clients that the KCCD may contact for reference purposes. Provide the client entity name, primary contact name and title, phone number, e-mail and mailing address. Include references from any higher education institutions where the company provides similar service.

### **3.12 Suspension and Debarment**

The Contractor certifies, for itself and all its designated partners, that neither the Contractor, 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 Contractor 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 Contractor must verify its suspension or debarment status.

### **3.13 Responsibility and Notice of Any Change**

It is the Contractor's obligation to see that the services provided are ongoing from and after the effective date of the Contractor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Contractor shall notify KCCD and the campus or LEA, by written notification if at any time during the term of the Contractor Contract or any Purchase Order, it 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.

### **3.14 Defaults**

The District will hold the Contractor 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 Contractor 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 Contractor Contract, the District may, upon written notice to the Contractor, 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 Contractor. 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 Contractor, or deducted from any funds due the Contractor.

### **3.15 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 a B+, V 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.

### **3.16 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 Contractor 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.

### **3.17 Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Contractor 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 Contractor shall notify KCCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Contractor 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 Contractor 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 Contractor from reasonably making such estimation. The Contractor 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 Contractor's delay.

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

### **3.18 Declaration of Non-Collusion**

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

### **3.19 Conflict of Interest**

Contractor 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. Contractor'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.

### **3.20 Compliance With Civil Rights Law and Americans With Disabilities Act**

The Contractor 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 Contractor 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 Contractor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Contractor 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 Contractor 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. Contractors must complete the Certification of Non-Discrimination in Section E of this RFP.

### **3.21 Work Hours and Safety Standards Act**

In the performance of any purchase order under the contract, the Contractor 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). Material Safety Data Sheet (MSDS) as required by California General Order 5194 for all products that contain hazardous substances with the products shipped.



### **3.22 Public Agency Clause**

Public agencies are authorized by law to purchase off of 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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. Contractor 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. Contractor shall hold harmless and indemnify the District from and against all claims or demands arising out of Contractor'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, Contractor 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 Contractor shall accept cash, major credit cards and bank and prepaid debit cards as payment options for its Cafeteria customers. KCCD is in the process of putting in place a prepaid card system similar to those utilized by many retail companies for use at selected on-campus locations including Cafeteria facilities. In addition, the Contractor will work with the Porterville College - Director of Administrative Services to accept Porterville College Meal Cards, EOPS or other payment vouchers.

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

There will be no faculty/staff discounts unless Contractor chooses to offer such discounts.

#### **4.4. Invoicing**

The Contractor is to invoice the District or requesting department for all food, beverage and service charges contracted for. Invoices and collections for special events, catering, or conferences not sponsored by the District shall be made by the Contractor. 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 Contractor.

Commission shall be paid to the District on catering sales in the period they are earned and charged, and not on the collection date. The Contractor shall not be reimbursed for commissions paid on uncollected accounts.

Payment of commissions related to all retail, catering and special contract sales shall be made to the District by the Contractor on or before the 20th day after the last day of the previous accounting period. One year from the effective date of this Agreement and each full year thereafter during the life of the Agreement, the Contractor shall pay the District that portion of commissions due, if any, to equal a guaranteed annual commission required in this Agreement. Payment shall be made by the 20th day of June and recorded as commission paid in the year a guarantee was due.

#### **4.5. Sanitation and Health Codes**

The Contractor 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, but not be limited to, production and serving areas, snack bars, carts, refrigerators, freezers, receiving and storage, trash and garbage, employee rest rooms, offices, hallways and stairs used by the Contractor. During the course of each business day, the Contractor shall have the responsibility to spot clean all dining areas. All food service areas from the servery back through and including the kitchen; storage areas and loading dock shall be the sole responsibility of the Contractor.

- a. Training.** The Contractor 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 Contractor shall maintain and make such records available all applicable training records for review upon District request.

- b. Cleaning Schedules.** The Contractor 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 Contractor shall be responsible for contracting with a qualified firm to provide periodic cleaning of hood ducts, plenums, fans and related units as well as all fire suppression systems. The Contractor shall retain responsibility for the regular cleaning of all interior and exterior surfaces as well as the filters (if applicable).
- 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 Contractor'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 Contractor shall be responsible for providing cleaning and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens. Contractor 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 Contractor 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 must be reported immediately to the College's liaison as well as the District and local Health Department authorities.
- h. Pest Control.** The Contractor shall coordinate its deep cleaning and pest control procedures with District building management and be responsible implementing and sustaining measures to prevent infestation in accordance with the District's pest control measures. The Contractor shall have the responsibility for paying for all approved pest control procedures.
- i. Conservation/Recycling.** The Contractor is urged to purchase and promote the use of environmentally friendly post consume waste products. In addition, the Contractor 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. The Contractor will be responsible for the cleaning and sanitizing of all grease traps in accordance with District procedures and frequency.
- k. Campus Sanitation Inspections.** The Contractor 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 Cafeteria areas including kitchen/preparation areas, dining facilities, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of food service, the method of service, opening and closing hours, coffee service or catering services offered elsewhere on campus and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to 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. Cafeteria Facility Utilization**

All use of Porterville College Cafeteria and other facilities is restricted to Porterville College approved College events and functions. No usage of College facilities for non-College events is to occur without advance approval by the Porterville College - Director of Administrative Services. From time to time, the Cafeteria 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.

Additionally, the College reserves the right to use the manual food service operation for its use, such as hospitality, with prior notice given to the Contractor. The College may, without interfering with normal Cafeteria operations, use the dining, production and service areas from time to time for such purposes as may be required (i.e., student testing, dances, etc.) When such events occur, the College shall undertake appropriate setup and cleanup for such events at no cost to the Contractor. Facilities shall be restored to conditions mutually satisfactory to the Contractor and the College before the next regularly scheduled meal service and will include maintenance and sanitation to the areas and dining and service equipment utilized and trash removal.

#### **4.8. Facility Keys**

Porterville College will provide all facility and area locks. Cafeteria area locks will utilize a separate keying sequence from other locks utilized for non-Cafeteria facilities to allow Contractor to restrict access to Cafeteria employees and other approved Porterville College and Safety personnel. The Contractor shall be responsible for the cost of replacement of lost keys. If the District determines that keys lost by the Contractor or its employees could compromise District building or campus security, the Contractor shall be responsible for paying all costs associated with re-keying designated locations.

The Porterville College Office of Maintenance and Operations shall retain emergency keys to all facilities, storage areas or on-campus vehicles utilized by the on-campus Cafeteria operation.

#### **4.9. Utilities and Services Provided by Porterville College**

- a. College Provided Utilities.** The College will provide utility services to the Cafeteria operation on a no charge basis, including HVAC, electricity, water, trash removal and pest control. The successful Contractor is expected to pay for telephone usage based on established College participation rates.
- b. Recycling.** The Contractor shall be required to participate in the District's recycling program. The Contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as provided by the College.
- c. "Green" Practices.** The Contractor will utilize environmentally friendly practices whenever available, practical and efficient.
- d. Energy Conservation Efforts.** The Contractor agrees to implement maximum energy conservation techniques wherever possible and practical within the Porterville College Cafeteria operation, including but not limited to the use of EnergyStar™ products where possible. Contractor 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. College Floor Maintenance.** The College shall be responsible for the intensive cleaning and maintenance of the kitchen and food dispensing area(s) floors on a periodic basis, not less than once per semester.
- f. Campus and Facility Security.** Porterville College shall provide ongoing campus security services through the Office of Public Safety, including existing facility alarm system(s) at no charge to the Contractor.
- g. Internet Access.** The Contractor will be responsible for providing Internet access and required connectivity hardware, i.e., switches, routers, hubs, etc. as needed by the Contractor, either directly to the Cafeteria area or to the Porterville College Intermediate Distribution Frame (IDF) for wired distribution to the Cafeteria facility.

#### **4.10. Equipment**

The Contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Porterville College Cafeteria operation immediately upon commencement of the Contract. Any furniture, fixtures, and equipment in

the Cafeteria areas which the Contractor decides to no longer utilize in the operation of the Cafeteria shall be turned over to the College. At the termination of the Contract, the Contractor will return any furniture, fixtures and related equipment to Porterville College in the same condition as at the commencement of the Contract, excepting normal wear and tear.

With respect to the cafeteria 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 Contractor shall have the benefit of any warranty or guarantee given the District by the manufacturer or the seller of the equipment.

The Contractor, at its cost, shall provide any office machines necessary for the management of the District's food service program including computers, printers, facsimile machines, copy machines, typewriters, calculators and similar items. If there are food and beverage items which must be transported by motor vehicle, the Contractor 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 Contractor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Contractor's employees or agents. The Contractor's employees and sub-Contractors will not be permitted to use any District owned transportation equipment. Contractor shall abide by district policies and regulations regarding transportation activity.

#### **4.11. Maintenance**

The Contractor 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 Contractor 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 Contractor shall maintain a detailed record of all repairs and preventative maintenance service for each piece of equipment. In the event that Contractor negligence results in diminished or no performance, the district shall, at its option, require the Contractor to make and/or pay for the necessary repairs or replacements without charging such costs against the account.

#### **4.12. Theft/Burglary**

The Contractor shall be responsible for immediately reporting to the respective Campus Police and Director, Business & Contract Services any break-ins or unauthorized entries into the food service areas and all property losses associated therewith.



The Contractor shall exercise maximum security control over all cash, charge and sales transactions. The District shall not be responsible for theft or loss of the Contractor's cash or property. The Contractor 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 Contractor shall regularly implement advertising and promotional efforts to increase the visibility and image of each campus' food service program. At a minimum, the Contractor 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 Web-site. Contractor may work with a college committee, such as, which will assist in coordination of surveys, promotional efforts and dissemination of information. Contractor shall cooperate with the Student Services regarding promotion and marketing of the student activity card.

#### **4.14. Logos and Marks.**

Contractor will utilize the Porterville College Logo or other Marks for identification purposes of all on-campus menus or other marketing collateral materials. Contractor Company transparency is desired by Porterville College, limiting the use of Contractor Company logos on Porterville College On-Campus Cafeteria Program marketing communications and materials without prior approval of the Porterville College - Director of Administrative Services.

#### **4.15. Licensing**

It is expressly understood that the Contractor 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. Contractor 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. Assignment of Contract**

The Contractor 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 Porterville College - Director of 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 Porterville College have endeavored to provide

throughout this RFP complete and accurate data, information and other descriptives relating to the Porterville College On-Campus Cafeteria 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 Contractor considering providing a Response to this RFP is invited to submit any questions for such clarification.

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

## 5. SPECIFIC TERMS AND CONDITIONS

### 5.1. Product Availability

- a. The Contractor shall provide the College community with a full range of food and beverage products. The Contractor is responsible for scheduling deliveries of food and beverage items and supplies to ensure consistent product availability of all scheduled menu items on a daily basis within the Porterville College Cafeteria operation.
- b. Contractor 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 Contractor shall submit to the Porterville College – Director of 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. Contractor also agrees not to reduce serving portions of menu products at any time without the advance approval by the College.
- d. The Contractor may, at any time, place additional items on the menu at prices fair and comparable to the basic daily menu. The Contractor 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 Contractor 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 Contractor 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 Porterville

College without the express written consent of the College and in accordance with KCCD Board Policy The Contractor shall not offer for sale any Prohibited Items as established by the College unless specifically approved by the College in writing. The Contractor will withdraw from display or sale, any item or items, which the College requests not be displayed or sold.

## 5.2. Staffing and Employees

The Contractor, at its sole cost and expense, shall be responsible to appropriately and adequately staff the Cafeteria cafeteria during all Hours of Operation. Contractor will employ all personnel necessary for the efficient operation of the Porterville College on-campus Cafeteria operation(s) and to deliver the level of customer service required by the College in accordance with the requirements established by Porterville College. During all cafeteria hours of operation such staffing will include on site the presence of a manager or supervisory level employee.

- a. **Cafeteria Manager/Director.** The Cafeteria Manager/Director assigned to the Porterville College Cafeteria operation by the Contractor must be approved in advance by the College. Subsequent changes in assignments will be made by the Contractor only after prior consultation with, and approval by, the Porterville College - Director of Administrative Services. The College expects management continuity (i.e., limited turnover of the Manager/Director) in order for the Contractor to meet the expectations and requirements of Porterville College.
- b. **Student Employees.** The Contractor shall provide employment opportunities for Porterville College Students as available and appropriate.
- c. **Employee Conduct.** The Contractor shall be responsible for the actions of its employees, agents, and independent contractors 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 Porterville College premises, all employees, agents and independent contractors of the Contractor shall comply with District Standards for employee conduct and all applicable Kern Community College District and Porterville College rules and regulations. The Contractor will be required to remove any such employee, agent, or independent contractor from the Porterville College premises at the College's request.
- e. **Employee identification.** All Contractor Cafeteria employees are to wear name badges provided by the Contractor according to guidelines established by the College at all times during employment hours.

- f. **Employee parking.** Porterville College to provide parking permits for non-student employees; such permits to be controlled and returned by Contractor upon employee termination or otherwise as directed by the Porterville College - Director of Administrative Services. No parking permits will be provided by College to student employees.

### **5.3. Cafeteria Hours of Operation**

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

Contractor 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 Contractor 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 Porterville College campus. For on-campus catered events, the Contractor shall have first right of refusal for all catered food service activities over \$125.00 with the caveat that the services offered by the Contractor are competitive with the alternative catering supplier in terms of provided products and pricing.
- b. Such Catering opportunities may include food and beverage sales opportunities associated with social functions, athletic events, receptions, group meetings, conferences, symposiums or other such events as may occur on campus. An example is the annual High School Senior Day, at which 1100-1200 high school students visit the Porterville College campus. The College historically has provided through an off-campus source box lunches for the High School Senior Day, which can be provided by the Contractor.
- c. The College will strongly support the development of the Contractor's on-campus Catering program. Prior to each semester, he Contractor will provide to the Porterville College – Director of Administrative Services a catering menu and price schedule for on-campus catered food and beverage products. It is recommended that the Contractor's catering menu include basic beverage, snack and sandwich/salad item provision as well as full-service meals.

- d. The District, in coordination with the Contractor, will assume operational and financial responsibility for setting up and tearing down each scheduled event at District facilities. The Contractor 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.
- e. The Contractor is strictly prohibited from soliciting non-related catering off-campus. However, the Contractor 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**

Contractor is to develop and communicate a Nutritional Awareness Plan targeting Porterville College students. The plan's components should include awareness of "healthier" meal and snack alternatives.

### **5.6. Customer Needs Compliance**

The CONTRACTOR 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 Contractor shall provide excellent customer service at the Porterville College Cafeteria facility and in all other activities associated with activities governed by this RFP.
- b. **ADA Requirements.** The Contractor 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 Contractor shall strive at all times to maintain positive public relations with students, faculty and staff.
- d. **Customer Feedback.** The Contractor 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 Porterville College – Director of Administrative Services. Written complaints received by Cafeteria to be communicated to the Porterville College – Director of Administrative Services within 48 hours along with an indication of the appropriate Contractor response/resolution.

### **5.7. On-Campus Cafeteria Exclusivity**

The Contractor shall have the exclusive right to operate the Porterville College Cafeteria, including the kitchen, serving, storage and food service office areas. The Contractor shall provide, furnish and serve breakfast, lunch snacks and beverages to students, faculty, staff, guests or other groups approved by the College. Use of property shall be in strict compliance with all applicable governmental laws, ordinances and regulations.

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

### **5.8. Facility Modifications Consideration**

The College will consider Cafeteria 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 Contractor is willing to commit towards any renovation(s).

## 6. ACCOUNTING AND AUDITING

### 6.1. Annual Cafeteria Business Review and Plan

- a. Annual Cafeteria 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, Contractor will meet with the Porterville College - Director of Administrative Services to review Cafeteria 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 Cafeteria issues
- b. Future Plan Development.** At the time that the Annual Cafeteria Business Review is presented, Contractor will also present the Next Year Cafeteria Plan and proposed changes to the Porterville College On-Campus Cafeteria Program for the upcoming Academic Year. The Annual Next Year Cafeteria Plan should include any changes proposed for the Porterville College Cafeteria operation, including:
- Operational changes
  - Facilities and equipment recommendations
  - Staffing adjustments
  - Product offerings and menu changes
  - Pricing changes
  - Marketing and promotions proposed
  - Financial projections
- c. Contractor Plan Execution.** Upon approval of the Annual Next Year Plan, Contractor 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 Contractor determines cannot be implemented on a timely basis need to be surfaced to the Porterville College - Director of Administrative Services immediately to allow the College and Contractor to determine the proper course of action.
- d. Approval of Operational Changes.** Porterville College and the Contractor will review all proposed changes in on-campus Cafeteria operations. Any changes implemented by the Contractor will require advance approval by the Porterville College - Director of Administrative Services.



## 6.2. Contractor Credit Capability

The Contractor shall operate the Cafeteria 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. Contractor Investment and Amortization

- a. **Contractor Utilization of Existing Cafeteria Assets.** All existing Porterville College Cafeteria facilities, equipment and fixtures are the property of the District and Porterville College and are available for use by the Contractor at the commencement of the Contract.
- b. **Expected Cafeteria Investments.** It is expected that capital investments in Cafeteria facilities, equipment and/or fixtures may be necessary for the continued, effective and efficient operation of the Porterville College Cafeteria 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. Contractor 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 Porterville College - Director of Administrative Services for such investment to be considered as a component of the Cafeteria operation and prior to inclusion in the Porterville College Cafeteria operations financial statements.
- d. **Investment Standards.** All investments associated with this Contract must meet District and Porterville College standards; must be approved in advance; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Contractor with the Porterville College - Director of Administrative Services. Any third party contractor used by the Cafeteria Contractor to assist with making facility improvements must be approved in advance by Porterville College.
- e. **Ownership of Capital Investment and Fixtures.** All capital investments and fixtures in the Cafeteria facilities shall become the property of Porterville 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 Contractor for the unamortized portion of the capital investment in the Cafeteria facilities, and all capital investments and fixtures shall become the property of Porterville College. If the Contract is terminated for poor performance or at the independent request of the Contractor, then the College shall not reimburse the Contractor 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 Cafeteria design fees and planning fees associated with facility improvements shall be incurred solely by the Contractor and the Contractor shall treat all design and planning fees as the Contractor'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 Porterville College Cafeteria operation will remain in its current location. Prospective Contractors are required to submit proposed facility investments for the Porterville College Cafeteria facility as part of their response to this RFP.
- h. Equipment and Fixture Investments.** Contractor investments to replace or upgrade Cafeteria equipment and fixtures require the advance proposal submission to and approval by the Porterville College - Director of Administrative Services.
- i. Technology Investments.** Contractor technology investments that are to be amortized by Porterville College Cafeteria require advance proposal submission to and approval by the Porterville College - Director of Administrative Services. Technology investments relating to this Contract and considered for amortization are to only include the share of costs directly attributable to the Porterville College Cafeteria operation. Corporate technology investment costs, whether related to technology acquisition, upgrade or other modification, are not considered Porterville College Cafeteria investments without the advance and express approval by the Porterville College - Director of Administrative Services.
- j. Accounting Of Facility Investment.** The Contractor will provide the College with a full accounting of its facility, equipment or fixture investments, including copies of invoices paid to Contractors for the facility investment.
- k. Investment Amortization.** The capital investment by the Contractor in the Porterville College Cafeteria 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 Cafeteria operation and should be included in the appropriate Contractor 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 Porterville College - Director of Administrative Services. Unamortized investment that occurs specifically from an amortization period extending beyond Contract termination will be resolved with the Contractor at time of Contract termination.
- l. Contractor Investment Proposal Variance.** If the actual amount spent by the Contractor on the initial Cafeteria facility and equipment investment at the time of Contract inception is less than the amount indicated in the Contractor's Response to this RFP, the Contractor will provide Porterville 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 Contractor on the facility investment is more than the amount offered in the Contractor's proposal, then the Contractor 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 Cafeteria facilities will be determined by Porterville College.

#### **6.4. Operating Financials**

The Contractor 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 Porterville College population as covered by this Contract. The Contractor 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 Contractor is to maintain full, complete and separately distinguishable accounting records for the Porterville College Cafeteria operation. Accounting records for the Porterville College Cafeteria operation are to include all expenses of any type, revenues, taxes, overhead charges or allocations and any other financial items attributable to the Porterville College Cafeteria operation in accordance with Generally Accepted Accounting Principles.

**b. Reporting Requirements.** The Contractor will provide quarterly and annual in-depth financial reports to both the District Chief Financial Officer and the Porterville College - Director of Administrative Services, or an appropriate designee. The Contractor will meet with the Porterville College - Director of Administrative Services on a quarterly basis to review the Cafeteria financial performance.

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

- Porterville College Cafeteria Profit and Loss Statement
  - Sales by Category/Department for all locations
  - Total Sales
  - Cost of Goods Sold
  - Gross Margin
  - Personnel Expenses

- Direct Operating Expenses by line item
- Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
- Depreciation and/or amortization
- Rent/Commission Paid to the College
- Profit/Loss
- Porterville College Cafeteria Balance Sheet

- c. Annual Contractor Corporate Financial Statements.** The Contractor will provide the District and Porterville College annually with a copy of its company's certified financial statements.
- d. Financial Records Availability.** Contractor will make available as requested by the District and/or Porterville College all financial records associated with this Contract and the operation of the Porterville College Cafeteria program, including both paper and electronic copies of individual transaction support and financial reports.
- e. Financial Records Retention.** Contractor will retain all financial records associated with this Contract and the operation of the Porterville College Cafeteria program throughout the Contract Term and thereafter for a period to be not less than five (5) years following Contract termination.

#### **6.6. Contractor Financial Payments**

The Contractor shall pay Porterville 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 Contractor, or, (ii) the minimum annual financial guarantee.

Payments will be made to Porterville College on a quarterly basis. Porterville 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 (1/4th) of the minimum annual financial guarantee. Regardless of the payment method selected by Porterville 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 Contractor 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. Contractor hardware and software must be capable of accepting KCCD's Prepaid Debit Card system.

Contractor 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. PROPOSAL SUBMITTAL REQUIREMENTS

Note: To simplify the College's review process, the format for all Proposals must be sequentially consistent with the information requested in this Section

### 7.1 Proposal Submittal Overview

- a. **Contract Objective.** It is Porterville College's objective to provide quality Cafeteria to the campus population at competitive prices to the surrounding community while receiving fair financial compensation from the Successful Contractor for providing the exclusive opportunity and on-campus rights to Porterville College Cafeteria operations
- b. **Submittal Inclusions.** Successful Contractors should be complete in their responses to this RFP without including unnecessary material. Specific requirements for Proposals to be considered should follow the format below and include:
  - Part 1: Prospective Contractor Qualifications
  - Part 2: Summary of Proposed Operations – Detailed description of Prospective Contractor's commitments relative to operating Porterville College Cafeteria, including both the operation of the current Porterville College cafeteria and additional on-campus services to be offered.
  - Part 3: Porterville College Financial Package – Requires submittal of the Financial Bid Form included in Attachment A.
  - Part 4: Summary of Investments – Proposed facility, equipment and/or technology investments.
  - Part 5: Specific Contract Documents Signed and Completed
    - Attachment B: Contractor Statement of Intent
    - Attachment C: Contractor Non-Collusion Affidavit.
    - Attachment E: Certificate of Non-Discrimination
  - Part 6: Exceptions To The Request for Proposal Identified – Any and all exceptions to the RFP that are included in your Proposal. Note: One of the District's evaluation criteria as outlined in Section 3.4 of this RFP is "Conformance to RFP Specifications, Requirements, Terms, Conditions and Provisions."
  - Part 7: Additional Information – Please provide any additional ideas, concepts or information you feel is pertinent to the consideration of your proposal.

## **7.2 Part 1 Instructions: Prospective Contractor Qualifications**

### **a. Company History and Background**

1. **Company Overview.** Please provide a general summary of your company's current business, including but not limited to the following:
  - Years in business
  - Description of products and services provided
  - Entity type (i.e., corporation, sole proprietorship, etc.)
  - Company locations, including corporate or regional offices
  - Corporate organizational chart, including the names of all officers and key employees.
2. **Financial Statements.** Please include your company's certified financial statements for the past two (2) fiscal years.

### **b. Qualifications and References**

1. **Qualifications.** Please provide your company's qualifications and experience in managing college/university or similarly-sized Cafeteria operations. Please specifically describe your company's experience serving large community colleges.
2. **References.** Please provide a client reference list that includes length of service, sales volume, and the name and telephone number of the client management contact responsible for the Cafeteria operation. Please identify at least five (5) clients with Cafeterias similar in nature to the Porterville College Cafeteria environment.
3. **Discontinued Client List.** Please provide a list of all local Cafeteria accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the client administrator responsible for the Cafeteria management.

## **7.3 Part 2 Instructions: Summary of Proposed Porterville College Cafeteria Operations**

### **a. General Porterville College Cafeteria Operations.** Please describe your company's plan for operation of the Porterville College cafeteria. Specific components to include:

1. **Cafeteria Operating Periods.** Days and Hours of normal cafeteria operation.
2. **Product and Menu Offerings.** Please include sample menus and pricing.

Please include your overall pricing policy as it relates to the Porterville College cafeteria.

3. **Branded or Licensed Cafeteria Executions.** Please describe in detail your intentions to utilize any franchised or licensed Cafeteria execution branding within the Porterville College Cafeteria operation. Include the expected or recommended brands and the associated licensing fees and other financial impacts.
4. **Facility Improvements or Changes.** Please indicate the changes you propose to the existing Porterville College cafeteria facility.
5. **Tender Types.** Please list the tender types your company will accept at the Porterville College cafeteria. Please specifically address acceptance of the KCCD prepaid debit card.
6. **On-Campus Marketing and Promotions.** Please describe ongoing or special promotions to increase on-campus Cafeteria sales.
7. **Staffing.** Please provide your proposed organization chart, staffing plan, and reporting structure for the Porterville College Cafeteria operation. Please also include:
  - A description of your employee selection process.
  - Your compensation program, including incentive programs, etc. and a description of your employee benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
  - Staff training programs.
  - Commitment to hire student employees.
8. **Customer Service.** Please describe in detail how your company will provide excellent customer service at the Porterville College cafeteria. Please describe the methods your company will use to obtain regular feedback from Porterville College Cafeteria customers to ensure a high level of customer satisfaction.
9. **Technology.** Please describe your methodology and plans for implementing and integrating the necessary hardware, software and services to address the requirements of this RFP. Please also describe:
  - The technology support system or capabilities your company will utilize at the time of technology problems or issues.
  - Technology security systems designed to safeguard customer and College data, systems and information.

10. Overhead, Licensing or Other Financial Allocations. Please identify specifically any Company corporate overhead, licensing or other percentage or dollar allocations to be included within the Porterville College Cafeteria financials.

11. Transition Plan. Please describe in detail the activities and calendar relating to how your company will transition between the current Porterville College self-operation of the on-campus cafeteria and your operation of the facility.

**b. Expanded Services To Be Offered.** In addition to the description of cafeteria operations included above, please outline any program for enhanced, remote, specialized or other on-campus services which you propose to make available either on a continuing or promotional basis.

1. On-Campus Catering Services. Please provide a description of your intention to provide on-campus Catering service. Please include proposed menu descriptions and sample pricing.

2. Expanded Cafeteria Availability. Please provide a description of your intention to expand cafeteria hours, i.e., extended hours, instruction week operation, etc.

**7.4 Part 3 Instructions:** Porterville College Financial Package (Requires submittal of the Attachment A: Financial Bid Form).

**a. Financial Return To Porterville College.** Please summarize the financial return that you will provide to the College for the operation of the Porterville College Cafeteria.

**b. Specific Financial Return Components.** The Financial Return to the College may include one or more of a variety of alternative components, including but not limited to the following:

1. Fixed Payments to the College. Contract inception or annual lump sum financial payments to the general College fund or for specific, assigned usage. Please include any upfront, Contractor-funded investment in on-campus Cafeteria facilities and equipment.

2. Operations-Based Payments. Commission on Cafeteria sales, with the schedule expressed as a percentage of Net Sales or Profit sharing based upon Porterville College On-Campus Cafeteria Program financial performance

- Fixed rate and tiered percentage schedules will be considered.
- Minimum annual financial guarantee to Porterville College to be included.



3. Square footage facility rental fees payable to the College.
4. Additional financial incentives that you would like Porterville College to consider, which may include among other items:
  - Free goods available for Faculty, Staff or Student group usage.
  - On-campus Cafeteria marketing and promotional funds available.
  - Student employment commitments.
  - Others financial commitments as developed.

**c. Financial Definitions**

1. "Gross Sales" shall be defined as all sales of the Contractor and revenue received by the Contractor based upon all business conducted in or from the Porterville College on-campus Cafeteria operations for any product or service offered for sale by the Cafeteria operation. This includes all orders taken or received at the Cafeteria facility, whether such orders are placed at the cafeteria, via the internet (i.e., "on-line sales") or elsewhere. Gross Sales shall include any commissions received by the Contractor from products sold and commissions received by the Contractor for authorized sales by other companies or organizations.
2. "Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the Contractor to any government agency which was collected from customers, less sales made at no margin by the Contractor at the request of Porterville College.

**7.5 Part 4 Instructions: Summary of Investments** (Note: Investment components are required to be included in Attachment A: Financial Bid Form.)

- a. Facility Investment. Please describe your detailed facility plans and financial commitment to provide Porterville College with state-of-the-art Cafeteria facilities throughout the Term of the Contract.
- b. Equipment and Fixture Investment. Please describe your expectations for investment commitments relating to the replacement or updating of Cafeteria equipment, furniture and fixtures during the Term of the Contract.
- c. Technology Investment. Please describe your detailed technology plans and the associated investment commitment to provide Porterville College with state-of-the-art Cafeteria technology during the Contract.

**7.6 Part 5 Instructions:** Please complete, sign and include the required Contract Documents included as Attachment B: Contractor Statement of Intent and Attachment C: Contractor Non-Collusion Affidavit.

- 7.7 Part 6 Instructions:** Exceptions To The Request for Proposal. Please list and identify any and all specific exceptions to the RFP that are included in your Proposal.
- 7.8 Part 7 Instructions:** Additional Information. Please provide any additional ideas, concepts or information you feel is pertinent to the consideration of your proposal. In addition to providing a summary of “typical” services such as snack bar and cafeteria selections, Prospective Contractors should outline any program for enhanced, specialized or other services which they propose to make available, either on a continuing or promotional basis. Creativity is strongly desired.

## **ATTACHMENTS**

- Attachment A. Financial Bid Form
- Attachment B. Contractor Statement of Intent
- Attachment C. Contractor Non-Collusion Affidavit
- Attachment D. Porterville College 2014-2015 Academic Year Calendar
- Attachment E. Certification of Non-Discrimination
- Attachment F. Bidder Inquiry Form
- Attachment G. Porterville College Cafeteria Facility Floor Plan
- Attachment H. Existing Porterville College Cafeteria Equipment List

**ATTACHMENT A  
KERN COMMUNITY COLLEGE DISTRICT PORTERVILLE COLLEGE CAFETERIA  
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 Porterville 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	Provided Without Amortization
Facility	\$	\$	\$
Equipment	\$	\$	\$
Technology	\$	\$	\$
Description: _____			
_____			

Note: Please attach additional explanatory schedules as necessary.

**ATTACHMENT B  
CONTRACTOR STATEMENT OF INTENT  
TO BE EXECUTED BY CONTRACTOR 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.

---

Contractor: \_\_\_\_\_  
(Type or Print Complete Legal Name of Contractor)

Check One:           Sole Ownership   \_\_\_\_\_           Corporation       \_\_\_\_\_

                          Partnership       \_\_\_\_\_           Other (Specify)   \_\_\_\_\_

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

Title: \_\_\_\_\_

IRS or Social Security No. of Contractor: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**ATTACHMENT C  
CONTRACTOR NON-COLLUSION AFFIDAVIT  
TO BE EXECUTED BY CONTRACTOR 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 Contractor 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 Contractor has not directly or indirectly induced any other Contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing;
5. That the Contractor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other Contractor, 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 Contractor 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 \_\_\_\_\_, 2014.

Contractor:

\_\_\_\_\_  
(Type or Print Complete Legal Name of Contractor)

By:

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

Name:

\_\_\_\_\_  
(Type or Print)

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## ATTACHMENT D

### PORTERVILLE COLLEGE KERN COMMUNITY COLLEGE DISTRICT 2014-2015 ACADEMIC CALENDAR

MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>AUGUST</b>						1	2	
7 days of instruction	3	4	5	6	7	8	9	
2 flex days	10	11	12	13	14	15	16	Aug. 21- 22 — Flex Days
	17	18	19	20	21	22	23	August 23 — Instruction Begins, Fall
	24	25	26	27	28	29	30	
	31							
<b>SEPTEMBER</b>		1	2	3	4	5	6	Sept. 1 — Labor Day Holiday
25 days of instruction	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					
<b>OCTOBER</b>				1	2	3	4	
27 days of instruction	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31		
<b>NOVEMBER</b>							1	
21 days of instruction	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	Nov. 11 — Veterans' Day Holiday
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	Nov. 27-28 — Thanksgiving Holidays
	30							
<b>DECEMBER</b>		1	2	3	4	5	6	Dec. 8-13 — Final Exams, Fall
12 days of instruction	7	8	9	10	11	12	13	Dec. 13 — End of Fall Semester
92 total semester days – Fall	14	15	16	17	18	19	20	Dec. 15—Jan. 16 — Winter Recess
2 flex days-Fall	21	22	23	24	25	26	27	Dec. 24-25 — Christmas Recess
94 total semester days – Fall	28	29	30	31				



MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>JANUARY</b>					1	2	3	Jan. 1-2 — New Year's Day Holidays
12 days of instruction	4	5	6	7	8	9	10	Jan. 16 — Flex Day
1 flex day	11	12	13	14	15	16	17	Jan. 17 — Instructions Begins, Spring
	18	19	20	21	22	23	24	Jan. 19— Martin Luther King, Jr. Day Holiday
	25	26	27	28	29	30	31	
<b>FEBRUARY</b>	1	2	3	4	5	6	7	
22 days of instruction	8	9	10	11	12	13	14	Feb. 13 — Lincoln Day Holiday
	15	16	17	18	19	20	21	Feb. 16 — Washington Day Holiday
	22	23	24	25	26	27	28	
<b>MARCH</b>	1	2	3	4	5	6	7	
24 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31					March 30-April 3 — Spring Recess
<b>APRIL</b>				1	2	3	4	
22 days of instruction	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30			
<b>MAY – 13 days of instruction</b>						1	2	
1 flex day - Spring	3	4	5	6	7	8	9	May 9- May 15 — Final Exams, Spring
93 total days of Instruction – Spring	10	11	12	13	14	15	16	May 15 — Commencement
94 total semester days – Spring	17	18	19	20	21	22	23	May 15 — End of Spring Semester
188 total days – (2014-15)	24	25	26	27	28	29	30	May 25 — Memorial Day Holiday
3 days of instruction, Summer	31						May 26 — Instruction Begins, Summer	
<b>JUNE</b>		1	2	3	4	5	6	
18 days of instruction	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					

MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>JULY</b>				1	2	3	4	July 3 — Independence Day Holiday
18 days of instruction	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31		
<b>AUGUST</b>							1	
8 days of instruction	2	3	4	5	6	7	8	
47 total days of instruction, Summer	9	10	11	12	13	14	15	August 13 — Summer Session Ends

**ATTACHMENT E**  
**CERTIFICATION OF NON-DISCRIMINATION**  
**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 12900.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CANDIDATE \_\_\_\_\_  
(Type or Print Complete Legal Name of Candidate)

By \_\_\_\_\_  
(Authorized Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT F  
BIDDER INQUIRY FORM**

**RFP No. PC141202– Food Service Operations at Porterville 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):**

*Note: Reproduce this form as necessary.*

Fax or email (*preferred*) this form to : Cammie Ehret-Stevens

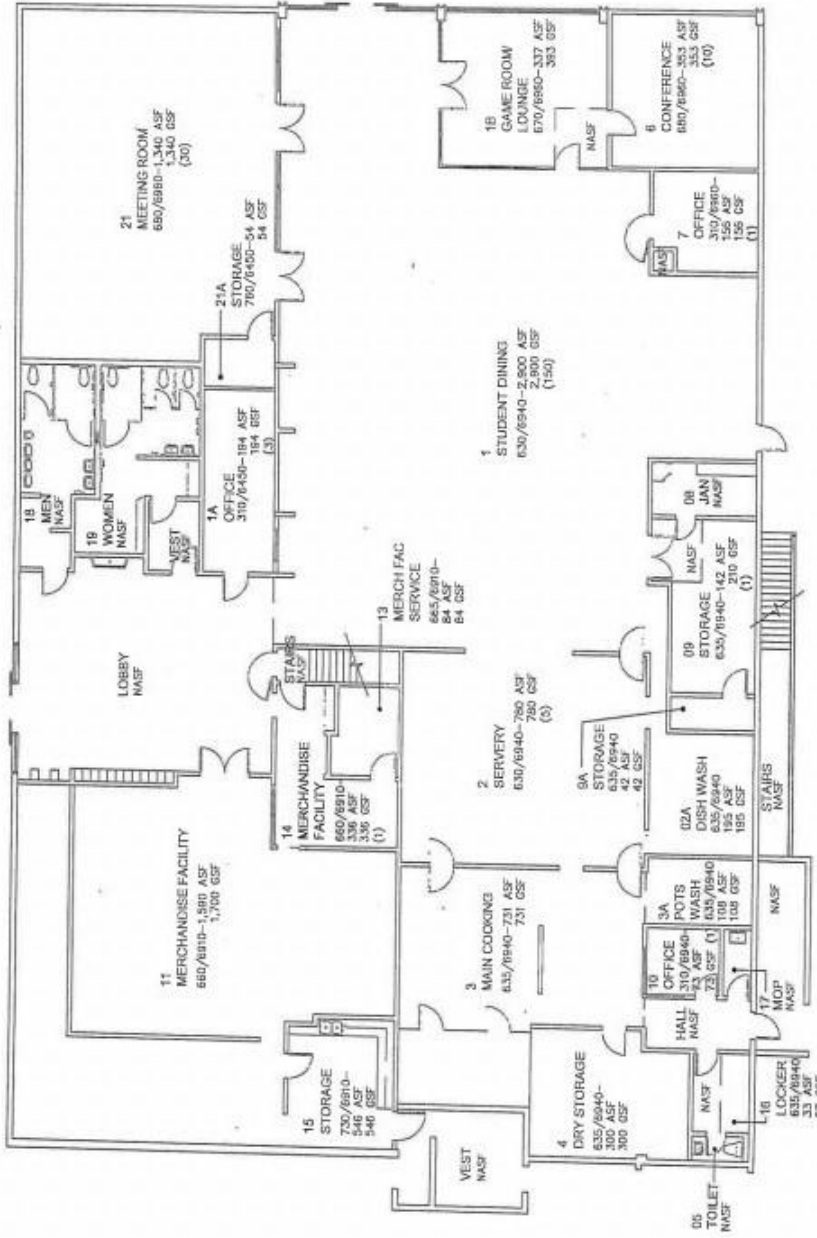
Kern Community College District

Email: [cammie.ehret@kccd.edu](mailto:cammie.ehret@kccd.edu)

Fax: 661-336-5178

# ATTACHMENT G PORTERVILLE COLLEGE CAFETERIA FACILITY FLOOR PLAN

7/19/09 CAA



## 08 CAFETERIA

SCALE: 1/16"=1'-0"  
 1ST FLR - 11,699 GSF  
 BASEMENT - 1,661 GSF  
 TOTAL 13,360 GSF



**ATTACHMENT H**  
**EXISTING PORTERVILLE COLLEGE CAFETERIA EQUIPMENT LIST**

1. Montague 10 burner Gas fired restaurant range
2. Montague Gas convection Oven
3. 2 gas fryers
4. Fry Master Portable filter
5. French Fry Lamp warmer
  
6. Microwave portable
7. Convection steamer
8. Full refrigerator self contained
9. Walk-in refrigerator and Freezer
10. Hobart Slicer
  
11. Kitchen Aid mixers; 5 qt. and 4 qt.
12. Three drawer toast master warmer
  
13. Electric food warmer 6 compartments
14. Ice Machine
15. 20 Qt. Mixer
16. Commercial food processor
17. 2 portable hot boxes
  
18. Two pan carrier or camcart
19. 19 storage racks
20. Two portable food warmers
  
21. Single tank rack Conveyor Dishwasher
22. Booster water heater for dishwasher
23. 3 pan racks