

NOTICE INVITING PROPOSALS FOR FOOD SERVICE OPERATIONS

The Imperial Community College District (“District”) requests proposals to provide food services at the District’s Imperial Valley College campus in accordance with the requirements set forth in the Request For Proposals:

**RFP #21-22-01
Food Service Operations**



Contacts/Project Identification

District: Imperial Community College District
380 E. Aten Road,
Imperial, California 92251

District Representative Cesar L. Vega
Vice President, Administrative Services
380 E. Aten Road
Imperial, California 92251

Contract Administrator Cesar L. Vega
Vice President for Administrative Services
cesar.vega@imperial.edu

Site Location Imperial Valley College
380 E. Aten Road,
Building 600 Cafeteria
Imperial, CA 92251

RFP #21-22-01
Food Service Operations
Imperial Valley College

1. INTRODUCTION

- 1.1. The District. The District is a California public community college district serving the Imperial Valley and adjacent areas by providing higher education services at Imperial Valley College (IVC)

Responses of the District to any requested clarification will be a written addendum distributed. All requests for clarification of this RFP must be submitted and actually received by the District no later than the date/time indicated in this RFP; the District will not respond to clarification requests submitted thereafter.

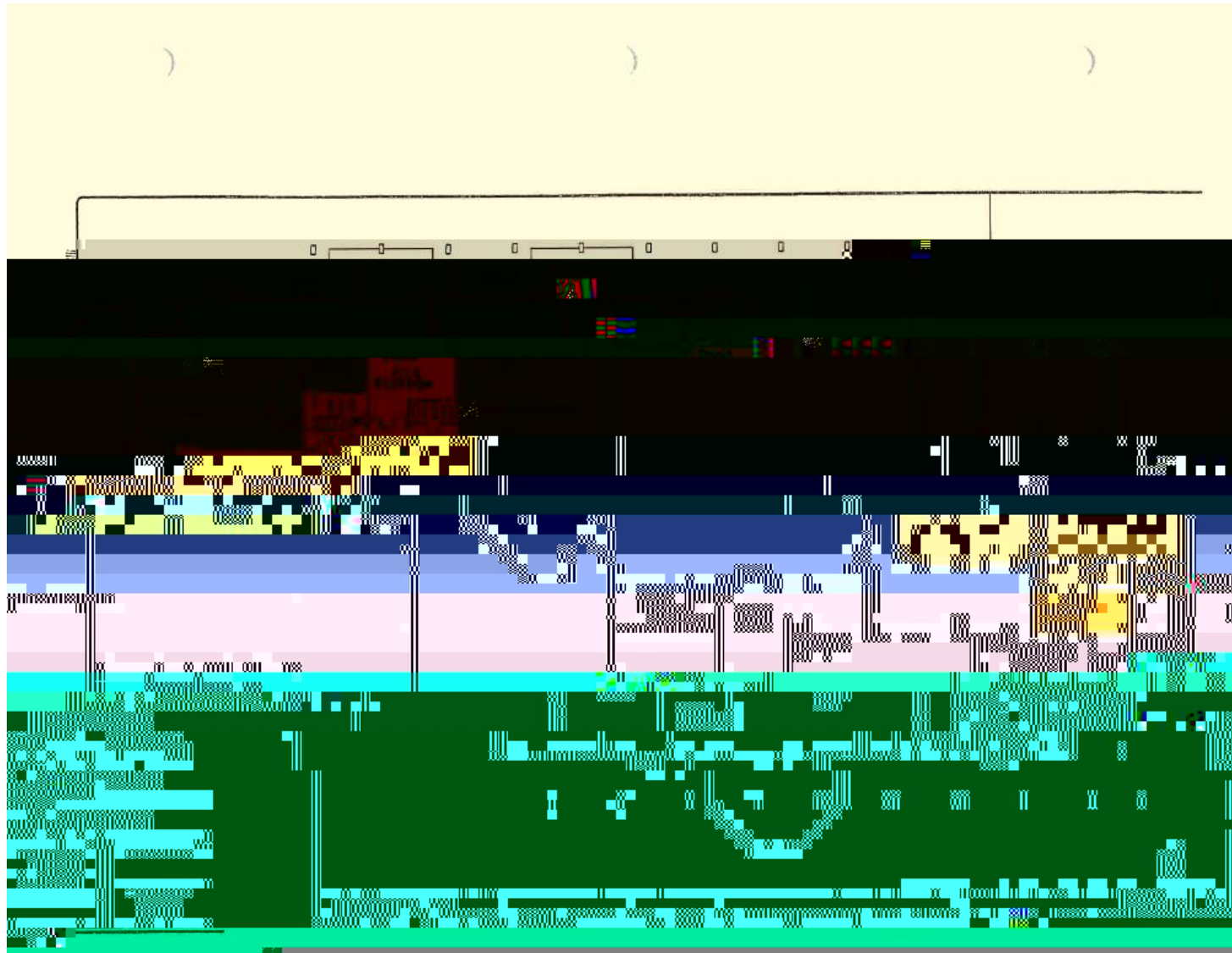
- 3.7. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP shall be borne solely and exclusively by the Respondent.

in the form and content attached to this RFP, except for modifications thereto accepted by the District. If, the Respondent awarded the Food Services Agreement fails to return the executed Food Services Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, award of the Food Services Agreement may be to another Respondent in the sole discretion of the District.

4. SUBMISSION OF RFP RESPONSES.

- 4.1. Sealed Proposal. All materials forming a part of a Respondent's Proposal shall be submitted in a sealed envelope with the exterior of the envelope prominently marked to identify this RFP and the name of the Respondent.
- 4.2. Latest Date/Time for Submission of RFP^I.

ATTACHMENT 1



FOOD SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") is entered into as of July 1, 2022, in the City of Imperial, County of Imperial, State of California, by and between IMPERIAL COMMUNITY COLLEGE DISTRICT, a California Community College District, ("District"), and _____ (hereinafter "Contractor"); the District and Contractor are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, in February, 2022, the District issued a Request for Proposal #21-22-01 ("the RFP") pursuant to which the District requested proposals to provide food services at the cafeteria/student food service area situated

2. TERM.

- 2.1. Initial Term. The Initial Term of this Agreement shall commence as of July 1, 2022, unless earlier terminated, the Initial Term shall expire thirty six (36) months after the commencement date of the Initial Term.
- 2.2. Renewal Terms. The District shall have the two (2) options to renew the Term (“Renewal Terms”) each for a Term of one (1) year by written notice to the Contractor prior to expiration of the Initial Term or the immediately preceding Renewal Term, as applicable. If the District exercises the option for a Renewal Term, the terms of this Agreement shall apply to such Renewal Term, except for THE Contractor payments due under Paragraph 3 of this Agreement. Unless otherwise agreed to by the District and the Contractor, the Monthly License Fee shall be increased by five percent (5%) and the Annual Contributions shall be increased by five percent (5%). The Initial Term and Renewal Terms are collectively referred to in this Agreement as the “Term”.

3. CONTRACTOR PAYMENTS. During the Term of this Agreement, the Contractor shall make payments to the District as follows:

- 3.1. Monthly License Fee. In consideration of the use and occupancy of the Cafeteria and the Cafeteria FFE

The District and Contractor will mutually agree on the days/hours of IVC Cafeteria food services during summer sessions and times when no academic sessions are conducted at IVC.

- 4.3. Cafeteria FFE. Cafeteria FFE shall be used by Contractor solely for completing Food Services under this Agreement. During the Term of this Agreement, the Contractor shall be solely responsible for maintaining the Cafeteria FFE in operational and hygienic condition. The foregoing shall include the Contractor's completion of all manufacturer recommended maintenance of Cafeteria FFE with manufacturer approved parts/materials and manufacturer approved/certified personnel. Upon expiration of the Term or earlier termination of this Agreement, the Contractor shall restore the Cafeteria FFE

- 5.6. Contractor's Housekeeping Responsibilities. Contractor shall maintain excellence in housekeeping and sanitation of the Cafeteria. Contractor shall be responsible for all labor, supplies and equipment for housekeeping and sanitation, and shall include the following: daily cleaning of all production, storage and service equipment; receiving, storage and dock areas, employee restrooms and locker areas, kitchen, storerooms and servicing area floors, walls, ceiling, light fixtures and windows; (ii) routine and periodic cleaning of hoods and filters as far as can be reached by hand; (iii) daily (and more frequently as needed), removal of trash and garbage from the Cafeteria; and (iv) routine/regular cleaning and service of grease traps.
- 5.7. District Responsibilities. The District shall, at its own expense, maintain and repair all plumbing, heating, air conditioning and electrical systems in the Cafeteria as necessary to enable the Contractor to perform its services under this Agreement.
- 5.8. Utilities. Contractor shall pay for Contractor's respective usage of utilities and services, such as water, sewer, electric, gas, garbage, pest control, and similar charges as determined by District based

- 5.15. Supplies, Trash Receptacles. Contractor shall provide sufficient quantities of disposable supplies for use with items sold. District shall provide a sufficient number of trashcans or other trash receptacles in or about the Dining Area. The District shall empty the trashcans and receptacles situated in the Dining Area every business day when custodial services are available. Contractor shall be responsible for keeping all other areas of the Cafeteria in a clean, neat, orderly and sanitary condition at all times.

6. CAFETERIA FFE

- 6.1. Contractor Use. During the Term of this Agreement, the Contractor shall have the right to use the Cafeteria FFE for the sole purpose of completing Contractor obligations under this Agreement. The Cafeteria FFE are identified in Attachment B (Cafeteria FFE) to this Agreement. The Contractor acknowledges that prior to entering into this Agreement, the Contractor and as determined to be

(iv) safety procedures, including without limitation, infectious disease prevention measures, proper equipment handling procedures and food safety practices. Contractor shall implement regular employee training programs to ensure compliance with the foregoing. As requested by the District, the Contractor shall provide written records of training sessions and employee attendance.

- 7.1.2. Employees/Independent Contractors of Contractor. All persons assigned by the Contractor to provide Food Services or to complete Contractor obligations under this Agreement shall be employees of the Contractor or independent contractors to the Contractor.
- 7.1.3. Personnel Staffing. Contractor shall maintain an adequate level of staffing to provide reasonably prompt service in the Cafeteria at all times during regular operating hours, including additional personnel as necessary for peak hours when service demands are at their highest level.
- 7.1.4. Personnel ID Badges and Background Checks. All Contractor personnel at the Cafeteria shall carry identification identifying them as personnel of the Contractor. The Contractor shall complete a background check/screening of all personnel; the Contractor shall not engage any person to provide Food Services at any District owned or operated facility. All Contractor personnel providing Food Services at a District owned or operated location shall be fingerprinted and/or screened with Livescan for verification that prospective personnel do not have a criminal record which has a direct and adverse relationship with the specific duties to be assigned such person.
- 7.1.5. District Students

Cost of controllable items (e.g., cleaning supplies, training, etc.)

Cost of non-controllable items (e.g., amortization, depreciation, etc.)

9. INSURANCE AND INDEMNITY.

- 9.1. Contractor Insurance Requirements. The Contractor shall obtain at the Contractor's cost and expense, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of the Agreement and any extensions thereof, the following policies of insurance:
- 9.1.1. Comprehensive General Liability. Contractor shall carry a Comprehensive General Liability Insurance, including coverage for completed operations with limits of One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. The District and District's Board of Trustees shall be named as Additional Insured under the Contractor's general liability policy of insurance.
- 9.1.2. Workers' Compensation and Employers Liability. Contractor shall secure and maintain worker's compensation insurance covering all personnel of the Contractor providing Food Services or completing any Contractor obligation under this Agreement whether said personnel are employed by the Contractor or through an employment service. The Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by the Contractor. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder.
- 9.1.3. Automobile Liability. Contractor shall maintain an Automobile Liability policy of insurance covering the use of all owned, non-owned and hired vehicles and with the following minimum limits of liability: bodily injury liability - in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and/or property damage.
- 9.1.4. Evidence of Insurance. Contractor shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the District, which shall be subject to the District's approval compliance with the requirements of this Agreement, including the satisfactory status of any Insurer. Insurers shall have a Best's rating of not less than A-VII and shall be an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements must be delivered with the signed Agreement or at least thirty (30) days prior to the inception date of this Agreement. If requested by the District, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the District.
- 9.1.5. Notice of Cancellation. All policies required by this Agreement shall provide that District shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby
- 9.1.6. Failure to Furnish or Maintain. In the event Contractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the District may procure and maintain such coverages for all parties on behalf of Contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice. **If Contractor does not provide the required insurance, District may**

independent contractors, officers, agents or representatives. Such indemnification shall also include, but not be limited to, indemnification for Contractor's misuse or infringement of any intellectual property rights. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

10. TERMINATION AND SUSSENVITY A

premises any property belonging to Contractor and Contractor shall thoroughly clean any areas and fixtures, furnishings and equipment utilized by Contractor during the Agreement term. Contractor shall return Cafeteria and the Cafeteria FFE to the District in the condition existing at the commencement of the Term, reasonable wear and tear excepted.

11. MISCELLANEOUS

- 11.1. Assignment. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or any right, title or interest therein, any funds to be received, any obligation arising thereunder, or any power to execute the same without the prior written consent of the District. The District may grant or withhold such consent in its sole discretion.
- 11.2. Notice. All notices required or permitted hereunder shall be in writing and addressed to the following addresses and sent by U.S. certified or registered mail, postage prepaid:

Contractor:

Name:

Address:

District:

Vice President, Administrative Services
Imperial Community College District
380 E. Aten Road
Imperial, California 92251

Either party may change its address for the purpose of receipt of Notices hereto by giving written notice to the other party of such change.

- 11.3. Written Modification of Agreement. Nothing herein shall limit the parties from modifying this Agreement. Any such modifications of the terms of this Agreement shall be binding and enforceable only if the modification is written, executed on behalf of the District and the Contractor, and approved by the District’s Board of Trustees at an open public meeting.
- 11.4. Governing Law/Provisions Required by Law. This Agreement shall be governed by the laws of the State of California. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 11.5. Severability. The final determination by a court competent jurisdiction that any provision of this Agreement is invalid shall not affect the validity of any other provision.
- 11.6. Venue. Any action or proceeding to enforce this Agreement shall be maintained in Imperial County, California.
- 11.7. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.
- 11.8. Validity and Enforceability. This Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by the Governing Board, in an open public meeting.
- 11.9. Attorneys’ Fees and Costs. If either Party commences an action against the other to enforce any of the terms hereof, or because of the breach by either Party of any of the terms hereof, the prevailing Party shall be entitled to recovery of reasonable attorneys’ fees, costs, and expenses.
- 11.10. Disputes.

- 11.10.1. Mandatory Mediation. All claims, disputes and other matters in controversy between the District and the Contractor arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service (“JAMS”). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to Contractor’s commencement of arbitration proceedings. Neither this mediation provision nor the arbitration provision, below, however, shall constitute or be deemed a waiver by the District of any and all jurisdictional challenges to the claims including, without limitation, claims that the action is barred by the applicable statute of limitations, California Tort Claims Act, and/or any and all statutory conditions precedent.
- 11.10.2. Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor

11.11. Entire Agreement. This Agreement, the attached Attachment A (Cafeteria Layout) and Attachment B (Cafeteria FFE), all of which are component parts herein, state the entire Agreement and understanding between Contractor and District concerning the subject matter hereof. Any and all obligations of the District and the Contractor are fully set forth and described therein. Any

1.10. Food Services Revenue. Comp

2.2.3.5.

3. Accuracy and Authority. The undersigned is duly authorized to execute this Customer Information and Questionnaire under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Customer Information and Questionnaire and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Customer Information and Questionnaire. The undersigned declares and certifies that the responses to this Customer Information and Questionnaire are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFP Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

By: _____

Title: _____

PROPOSAL

Respondent: _____

The above-identified Respondent proposes the following compensation to the District if the Respondent is awarded the Food Services Agreement.

1.

NON-COLLUSION DECLARATION

The undersigned declares: