

MUSKEGON COMMUNITY COLLEGE

Specifications, Conditions, and Instructions for the:

REQUEST FOR PROPOSALS

COMPLETE MANUAL FOOD SERVICE OPERATION WITH
CATERING SERVICES
AND/OR
VENDING MACHINE SERVICE OPERATION

MUSKEGON COMMUNITY COLLEGE
221 SOUTH QUARTERLINE ROAD
MUSKEGON, MICHIGAN 49442

RFP RESPONSE DATE: 2 PM EST, MARCH 19, 2012

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MUSKEGON COMMUNITY COLLEGE

I. - NOTICE OF REQUEST FOR PROPOSALS

Separate sealed RFP's will be received at the Office of the Vice President of Finance and Administration, Muskegon Community College, 221 S.Quarterline Road, Room 400, Muskegon, Michigan 49442, until 2:00 p.m. EST on March19, 2012 when said proposals will be publicly acknowledged.

Interested contractors may include in their response *either*:

1. Proposal for Food Service/Catering operation
2. Proposal for Vending Machine Service operation
3. Proposal for a combined Food Service/Catering and Vending Service operation

To:

ROSEMARY ZINK, C.P.A., C.M.A.
VICE PRESIDENT OF FINANCE AND ADMINISTRATION
MUSKEGON COMMUNITY COLLEGE
221 S. QUARTERLINE RD.
ROOM 400
MUSKEGON, MICHIGAN 49442

One (1) original and five (5) copies of specifications, together with any further information desired, may be received from the Vice President of Finance and Administration, Muskegon Community College, 221 S. Quarterline Road, Room 400, Muskegon, Michigan 49442, between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday or on the web at <http://www.muskegoncc.edu/foodservicerfp>.

No RFP may be withdrawn for a period of 120 days after RFP's are opened. The College reserves the right to waive any informalities and defects and to reject any or all RFP's.

Each Food Service or Food Service & Vending Service proposal must include a \$10,000 Bid Bond. The bond must be submitted with the RFP. The College will require a \$100,000 Performance Bond within 15 days of an award of contract for Food Service or Food Service & Vending Service and must be in place for the duration of the contract.

MUSKEGON COMMUNITY COLLEGE
221 SOUTH QUARTERLINE ROAD
MUSKEGON, MICHIGAN 49442

II.–BACKGROUND AND INTRODUCTION

BACKGROUND ON MUSKEGON COMMUNITY COLLEGE

Providing service to the lakeshore region of West Michigan, Muskegon Community College (MCC) is located near the shores of Muskegon Lake and Lake Michigan. MCC serves a broad and diverse body of over 5,000 students, with an average age of 27 years, and offers 41 Associate Degree programs and 48 Certificate programs, known for their transferability and value.

MCC was founded as Muskegon Junior College in 1926, and has been continually accredited by the Higher Learning Commission of North Central Association since 1929. The community college district was created via the Michigan Constitution of 1963 along with an elected Board of Trustees. The college moved to its current campus location, an Alden B. Dow designed facility that opened to the public in 1967.

In 1995, the Stevenson Center for Higher Education opened, comprising a consortium of Ferris State University, Grand Valley State University, and Western Michigan University, designed to increase access to educational opportunities for Muskegon residents. In 2010 the Outdoor Learning Lab, a focal point of green technology and center for MCC's new Alternative and Renewable Energy certificate program opened. The college is currently located on a 111-acre campus in Muskegon, with extension centers in Fremont, Grand Haven, Newaygo and Whitehall.

Muskegon Community College employs approximately 250 employees in various positions. The employee population is highly diverse in all aspects (job duties, age, race, sex and national origin) thus, creating complexity in terms of meeting the employee's benefits needs.

INTRODUCTION

It is the College's desire to evaluate all possible options for the food service program at Muskegon Community College. This Request for Proposal will be used by the College as a tool in this decision making process.

This Request for Proposal is issued for the purpose of negotiating a possible contract for a comprehensive food service and/or vending service program for Muskegon Community College. The term of the contract (s), if awarded, will be from July 1, 2012 to June 30, 2017, with the options to renew for additional three (3) year periods, with mutual consent of both parties.

The Contractor shall have the exclusive right to sell all food and beverages and related items except as follows:

1. Vending machines could be separately contracted.
2. Bookstore shall be permitted to sell candy, gum, mints, and snack foods and cold beverage products.
3. Authorized student food related fund raising events will be coordinated with the Food Service Contractor.
4. If the Contractor cannot meet College needs (at the sole determination of the College), outside caterers may be contracted.
5. The Contractor will coordinate its operations with the activities of college educational programs related to food services. From time to time, the Contractor will be required to furnish food services for special catered events. All conditions regarding these events shall be arranged with the designated office prior to the event.

It is the overall intent to provide students, faculty/staff and patrons of Muskegon Community College with the highest quality products and the most courteous and efficient service possible. In addition, it is the College's desire to provide quality food service at the most reasonable and economical prices possible.

Effective college community outreach efforts coupled with appealing atmosphere in the food service unit should satisfy and attract a significant portion of the College community to the food services program. Food services offered shall enhance the quality of life on the campus. The Contractor shall perform in such a way as to contribute to the prestige of the institution by providing the campus with a solid business operation. Successful food operations must gradually evolve (and not remain static) in order to continue to be successful. As a result, receptivity to new ideas should be demonstrated by the contractor's staff. Food service management shall be alert to changing food service trends, new market forms of food, and changing diet patterns that evolve throughout the food service industry. With input from the institution, methods of food service merchandising, public relations, promotion and menu presentation in all operations should be continually reviewed to increase usage, improve service, and maximize potential revenues.

The College is interested in the Contractor making available a wide variety of food choice options that includes, but is not limited to:

- Cash sales, a-la-carte service in the Bookside Bistro
- On site catering
- Jayhawk Grill

To attract and cater to the many discriminating and demanding tastes of students and staff a comprehensive and successful food service program that effectively competes with off-campus eateries will be necessary. These high quality services should be unique while being easily identified with the College's heritage and tradition.

The food service program at Muskegon Community College should be designed with the following objectives in mind:

- Nutritionally sound meals
- Timely services
- Prices affordable to Muskegon Community College students
- Varied menu selection
- A collegiate food service environment
- Efficient and sanitary facilities
- Program of facility improvements
- Quality and innovative catering for college activities and special events
- Employee training and career development programs
- Maintenance of employee wages and benefits
- Highly trained and qualified professional staff
- Employment opportunities for students

The College is receptive to any improvements that a Contractor may recommend or propose that would enhance the environment of our existing food service facilities.

Students will NOT be required to purchase any of the goods and services that will be provided by a Contractor. It will, therefore, be the Contractor's responsibility to create an effective retail approach that will attract and satisfy the students and staff of Muskegon Community College.

III. -METHOD OF AWARD

Muskegon Community College may award a contract on the basis of the proposals received. The award shall be made in the best interest of the College, which may include visiting accounts to obtain an indication of the acceptability of the type and quality of the food service generally offered. Final determination shall be responsibility of Muskegon Community College. Only those proposals which reflect a full appreciation of the food service program at Muskegon Community College and offer a realistic solution which will benefit the College and the Contractor will be considered for further negotiations.

The members of the evaluation committee may deem it necessary to make a site visitation to facility similar in scope and demographics to Muskegon Community College. This will be at the expense of the RFP respondent.

In addition, it is anticipated that officials of the College may make unannounced visits to similar operations of the RFP respondent. These visits will be at college expense. Each RFP respondent shall submit with their proposal a letter authorizing college officials to visit any of their operations unannounced.

The specifications contained in this RFP are intended to preserve the integrity of the College's food service operation but not to restrict creativity. Indeed, you are encouraged to be creative and propose practical, innovative programs for Muskegon Community College.

Evaluation factors to be used in the evaluation of the proposals are:

- Technical Compliance
- Performance Capabilities
- Economic Considerations
- Proposal Creativity

See **Appendix A** for the complete evaluation Instrument.

IV. - RFP SPECIFICATIONS

1. Signature and Affidavit Requirements

1.1 Sections IX, X or XI and XII and XIII, of this Request for Proposal must be signed by an authorized official of the RFP respondent and returned to Muskegon Community College before this proposal can be considered.

2. Commitment of the College

2.1 Muskegon Community College reserves the right to withdraw this RFP at any time and for any reason. Receipt of Proposal materials by the College or submission of a Proposal to the College confers no rights upon the RFP respondent nor obligates the College in any manner.

2.2 A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from this RFP is invalid until properly approved and executed by the Board of Trustees of Muskegon Community College.

3. Issuing Office

3.1 This RFP is being issued by and proposals are to be submitted to:

Muskegon Community College
Attn: Rosemary Zink, Vice President of Finance and Administration
221 South Quarterline Road
Room 400
Muskegon, Michigan 49442

4. Contract Administrator

4.1 The Vice President of Finance and Administration or her designated appointee will serve as the Contract Administrator for Muskegon Community College.

5. Inquiries

5.1 Contact with College agents for information specific to proposal procedures and/or regulations shall be limited to the Vice President of Finance and Administration specified in the RFP legal notice, which is part of this RFP, or her appointed representative. All technical inquiries as well as questions regarding proposal procedures must be made in writing to the Vice President of Finance and Administration. Any information given to a prospective RFP respondent concerning the RFP will be furnished to all prospective RFP respondents as an addendum to the RFP, if such information is necessary in submitting offers, or if the lack of such information would be prejudicial to uniformed RFP respondents.

5.2 In order to provide equal treatment to all RFP respondents, questions shall be submitted in writing, via email to Rosemary.Zink@muskegoncc.eduno later than **February 24, 2012** as the last date for written inquiries.

6. Oral Commitments

6.1 RFP respondents should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential RFP respondent and any college personnel

are not binding on Muskegon Community College, unless confirmed in writing by the Vice President of Finance and Administration.

7. General Contract Form

7.1 The contract between Muskegon Community College and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the Contractor's proposal (IX, X or XI) submitted in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the College reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

7.2 No modification or change of any provision in the contracts shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the College, and incorporated as a written amendment to the contract by the Vice President of Finance and Administration. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

8. Deviations from the Contract

8.1 The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this offer.

9. Beginning of Work

9.1 The successful Contractor must not commence any billable work until a valid contract has been executed.

10. Termination of Contract

10.1 The contract resulting from this RFP shall be subject to the following termination provisions. The contract may be terminated by the College:

- for default, which is hereinafter defined
- for Contractor insolvency or unavailability of funds, which is hereinafter defined

The Contractor may terminate this agreement for reasons of just cause by giving the College written notice ninety (90) days prior to the termination. The College may terminate this agreement for reasons of just cause by giving the Contractor written notice thirty (30) days prior to the termination. In either case, it will be incumbent upon the Contractor to continue operations until relieved by a newly selected Contractor.

11. Termination for Default

11.1 If the contractor is determined by the College to be in breach of any of the terms and conditions of the contract with Muskegon Community College the contractor shall be declared in default and such contract may be terminated as a result of such default.

11.2 A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to, failure to perform the contract according to its terms, conditions and specifications; failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; late

payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with the contract or letters of indebtedness received from creditors; failure to diligently perform the work under this contract, including the quality of services.

11.3 The College shall not be liable for any further payment to a contractor under a contract terminated for the contractor's default after the date of such default as determined by the purchasing official except for commodities, supplies, equipment or services delivered and accepted on or before the date of default and for which payment shall be jointly and severally liable to the College for all loss, cost or damage sustained by the College as a result of the contractor's default; provided, however, that a contractor's surety liability shall not exceed the final sum specified in the contractor's bond.

12. Termination for Contractor Insolvency or Unavailability of Funds

12.1 In the event of insolvency, unavailability of funds, or the filing of a petition in bankruptcy by or against the contractor, the College shall have the right to terminate the contract upon the same terms and conditions as termination for default.

13. Procedure on Termination

13.1 Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

- A. Stop work under the contract on the date and to the extent specified in Notice of Termination; and
- B. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any amount of any time of reimbursable price under this clause.

14. Termination Claims

14.1 After receipt of a Notice of Termination, the Contractor shall submit to the College any termination claim in the form and with the certification prescribed by the College. Such claim shall be submitted promptly but in no event later than 60 days from the effective date of termination, unless one or more extensions in writing are granted by the College within such 60 day period of authorized extension thereof. However, if the College determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such 60 day period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Vice President of Finance and Administration, subject to any review required by the College, may determine, on the basis of information available, the amount, if any due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount so determined.

15. Force Majeure

15.1 The Contractor will not be liable for any excess cost to the College if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all

cases, the failure to perform must be beyond the control and without fault or negligence of the Contractor. The Contractor will take all possible steps to recover from such occurrences.

16. Disputes

16.1 Any dispute concerning performance of the contract shall be decided by the Vice President of Finance and Administration of Muskegon Community College or designee who shall reduce her decision to writing and serve a copy on the Contractor. The decision of the Vice President of Finance and Administration or designee shall be final and conclusive unless within thirty (30) days from the date of service the Contractor files with the President or designee a petition for administrative hearing. The decision of the President or designee, in the event of any such petition, shall be final.

16.2 Pending final determination of any dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the President of Muskegon Community College or designee.

17. Confidentiality

17.1 The Contractor shall comply with the provision of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the College, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the College in writing to the Contractor. All Federal and State regulations and statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided, however, that the foregoing will not apply to:

- A. Information which the College has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; and
- C. Information which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

18. Confidentiality of Contract Terms

18.1 The Contractor and the College agree that all information communicated between them before the effective date of the contract shall be received in strict confidence, shall not be disclosed by the receiving party, its agents, or employees without prior written consent of the other party.

18.2 Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of Michigan Statutes.

19. Prime Contractor Responsibility

19.1 Any contract that may result from the RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with the College. The prime Contractor will be designated in the proposal.

20. Assignability

20.1 The contract is not assignable by the Contractor, either in whole or in part, without the express written consent of the College.

21. Hold Harmless

21.1 The Contractor agrees to indemnify, defend, and hold harmless the College, its officers, agents, and employees from:

A. Any claims or losses for service rendered by the Contractor, person, or firm performing or supplying services in connection with performance of the Contract.

B. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the Contractor, its officers or employees in the performance of the Contract.

C. Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or Michigan regulations or statutes; and

D. Any failure of the Contractor, its officers or employees to observe Michigan laws, including but not limited to labor laws and minimum wage laws.

22. Equal Opportunity Notice

It is the policy of Muskegon Community College to provide equal opportunity and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters.

It shall be the policy of the College to patronize only those firms and vendors that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State Laws.

23. Conformance with State and Federal Laws/Regulations

23.1 This contract is subject to the laws of the State of Michigan and, where applicable, Federal law.

24. Permits, Licenses, Taxes, and State Registration

24.1 The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States, all states, the State of Michigan and political subdivision in which work under this contract is performed.

25. Conflict of Interest

25.1 No official or employee of the College who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.

25.2 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed.

26. Offer of Gratuities

26.1 By submission of a proposal, the RFP respondent certifies that no official or employee has offered incentives to influence the RFP selection process. The contract may be terminated by the College if it is determined that gratuities of any kind were either offered to or received by any officials or employees from the RFP respondent, his agent, or employees.

27. Attorney's Fees

27.1 In the event either party deems it necessary to take legal action to enforce any provision of the contract the College and the Contractor agree to pay their own respective expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer.

28. Oral Presentations and Demonstrations

28.1 RFP respondents who submit a proposal in response to this RFP are required to make oral presentations of their proposal. Oral presentations and demonstrations will be recorded by the College. Promises and commitments made by RFP respondents during oral presentations and demonstrations will be considered a part of the RFP respondents Proposal. Oral Presentations are tentatively scheduled for the morning of April 16, 2012 and the afternoon of April 17, 2012.

29. Restrictions on Communications with College Staff

29.1 From the issue date of this RFP until a Contractor is selected and selection is announced, RFP respondents are not allowed to communicate with any college staff or students except:

- 1) The Vice President of Finance and Administration
- 2) College representatives during oral presentations and demonstrations and/or site visits; and
- 3) Via written questions as provided in specification number 5.

For violation of this provision, the College shall reserve the right to reject the proposal.

30. RFP Addenda

30.1 Addenda of this RFP may be necessary prior to the closing date and will be furnished by e-mail and/or fax to all prospective RFP respondents. Failure to acknowledge receipt of addenda in accordance with the instructions contained in the addendum may result in the proposal not being considered. Addenda will be sent to all organizations attending the pre-proposal meeting on February 6, 2012.

30.2 Last day for accepting written inquiries by prospective RFP respondents is February 24, 2012.

30.3 The College's last day for mailing addenda is March 5, 2012.

31. Cost of Preparing Proposal

31.1 Costs for developing the proposals are solely the responsibility of the RFP respondents. The College will provide no reimbursement for such costs. Any costs associated with any oral presentations to the College will be the responsibility of the RFP respondent and will be billable to the College.

32. Disposition of Proposals

32.1 All proposals become the property of the College. The successful proposal will be incorporated into the resulting contract by reference.

33. RFP Respondent Response and Proprietary Information

33.1 The RFP specifies the format, required information, and general content of proposals submitted in response to this RFP. The College will not disclose any portions of the proposals prior to contract award to anyone outside the College and the members of the Proposal Evaluation Team. After a contract is awarded in whole or in part, the College shall have the right to duplicate, use, or disclose all proposal data submitted by RFP respondents in response to this RFP as a matter of public record.

33.2 Informational areas which normally might be considered proprietary must be limited to: individual personnel data, customer references, selected financial data, formula, and financial audits, which if disclosed would permit an unfair *advantage* to competitors. If a proposal contains information in these areas that an RFP respondent declares proprietary in nature and not available for public disclosure, each sheet containing such information must be clearly designated as proprietary at the top and bottom of the page and must be submitted under separate cover marked "proprietary data". Proposals containing information declared by the RFP respondent to be proprietary, either in whole or in part, outside the areas listed above, shall be deemed non-responsive to the RFP and shall be rejected.

33.3 Muskegon Community College shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

34. Proposal Addenda and Rules for Withdrawal

34.1 Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Vice President of Finance and Administration as specified in the legal notice for this RFP.

34.2 Unless requested by the College, the College will not accept any addenda, revisions or alterations to proposals after the proposal due date.

34.3 Any submitted proposal shall remain a valid proposal for six months after the proposal due date.

35. Proposal Submission Requirements

35.1 One (1) original and five (5) copies of the proposal under sealed cover must be received by no later than the date and time specified on the cover of this RFP. Any proposal received after this date and time will be rejected and returned unopened to the RFP respondent.

35.2 Proposals should be either mailed or delivered to:
Vice President of Finance and Administration
Muskegon Community College
221 S. Quarterline Rd.
Room 400
Muskegon, Michigan 49442

35.3 The outside cover of the package containing the proposal shall be marked:

RFP "Complete Manual Food Service/Catering Services Operation,
Muskegon Community College
Name of RFP respondent"

OR

RFP "Complete Vending Food Service Operation,
Muskegon Community College
Name of RFP respondent"

OR

RFP "Complete Manual Food Service/Catering Services Operation
and Vending Food Service Operation,
Muskegon Community College
Name of RFP respondent"

35.4 Any addenda to proposals must be submitted in a manner consistent with this subsection.

36. Additional Items/Services

36.1 Additional items or services that come within the scope of the contract and found to be needed by the College may be added to the contract if mutually agreeable to both contractor and the College. No additional items or services may occur without the Vice President of Finance and Administration's written consent.

37. Basis of Price Quotations

37.1 The RFP respondent may propose payment to the College on a percentage basis of gross receipts of all sales. The term "gross receipts" shall be interpreted as all monies received for sales or services rendered at or from the premises or from any other source related directly or indirectly to the resulting contract less any Michigan Sales Tax collected.

37.2 A yearly minimum guaranteed commission amount may also be proposed and should be noted.

37.3 It is understood that the RFP respondents proposed payment will be the greater of either 37.1 or 37.2.

37.4 Payments will be made within 15 days after the end of the accounting period and will be made less frequently than monthly. Records pertaining to sales receipts shall be maintained and payments shall be made in accordance with and subject to the provisions of the Contract Documents.

38. Optional Periods

38.1 The College reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the renewal period. The Contractor will be advised of any proposed revisions prior to the renewal period.

39. Service Performance

39.1 All services performed under the contract shall be in accordance with the terms and provisions of the contract. It will be the college's responsibility to ensure that such services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Vice President of Finance and Administration.

39.2 The College shall have the right to inspect all dining facilities, kitchen and auxiliary service rooms and the operation thereof by the Contractor with respect to the quality and quantity of food services, the method of service thereof, opening and closing hours and generally with respect to use, safety, sanitation and maintenance of said premises, all of which shall be maintained at a level satisfactory to the College. The College shall have the right to make reasonable written regulations with regard to all such matters and the Contractor agrees to comply with such regulations. All authorized representatives of the College shall have the full right of access to all areas of said premises at any and all times.

40. Accessibility to Employees and Facilities

40.1 To ensure a smooth transition of services the successful contractor will be allowed contact with current food service employees and accessibility to the Colleges facilities prior to the starting date of the contract. Contact with employees and accessibility to facilities will be in accordance with a mutually agreed upon transition schedule.

41. Bonds

41.1 PERFORMANCE BOND: The successful contractor shall furnish Muskegon Community College a performance bond in the amount of \$100,000. This bond shall be for a period of two (2) years. If the contract is renewed for additional years a new performance bond or rider supplementing the original bond will be required for each extended period. The bond must be furnished immediately before the vendor's receipt of the contract or renewal document. The performance bond shall be the responsibility of the contractor and failure to submit same may result in cancellation of the contract. The performance bond must be signed by a surety company authorized to do business in the State of Michigan.

41.2 Where the successful RFP respondent does not comply with the contract, the proceeds of the performance bond shall be forfeited to the College as liquidated damages for his failure to comply, or the College may at its option sue the Contractor or his surety for the damages it has suffered for any breach of contract, in which case security held by the College shall be applied as a credit in such suit for damages.

41.3 BID BOND: All RFP respondents shall be required to submit a \$10,000 Bid Bond with their proposal. All bid bonds will be returned upon award of a contract or cancellation of the Request for Proposal. All bid bonds may be submitted in the form of certified check, irrevocable letter of credit, or other means acceptable to the College.

41.4 FIDELITY BOND: The Contractor agrees to maintain a Fidelity Bond at their own expense on all of his employees in the amount of \$10,000 on each individual and \$10,000 on each loss; or the contractor, in lieu of

Fidelity Bonds agrees to bear any loss resulting from dishonest acts on the part of the Contractor or his employees.

42. Insurance

42.1 Contractor shall obtain, and maintain throughout the life of this contract, insurance of the types and amounts below:

42.2 Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). "Muskegon Community College, its elected and appointed officials, employees, students, agents and volunteers" shall be included as an insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to College. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

42.3 Automobile and Umbrella Liability Insurance. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

42.4 Workers Compensation Insurance. Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

42.5 Commercial Property Insurance. Contractor shall maintain commercial property insurance covering its personal property and equipment, tenant improvements and betterments. Commercial property insurance shall cover the replacement cost of the property insured. Contractor may, at its option, purchase business income, extra expense or similar coverage as part of this commercial property insurance, and in no event shall Landlord be liable for any business interruption or other consequential loss sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of College, its elected and appointed officials, employees, students, agents or volunteers. Contractor may, at its option, purchase insurance to cover its personal property. In no event shall College be liable for any damage to or loss of personal property sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of College, its elected and appointed officials, employees, students, agents or volunteers.

42.6 Evidence of Insurance. Prior to acting under this contract, Contractor shall furnish College with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to College prior to the cancellation of any insurance referred to therein. Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of this contract at College's option. If Contractor fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, College shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. Any waiver of Contractor's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of College. Failure of College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of College to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance, or as a waiver

as to the enforcement of any of these provisions at a later date. Contractor shall provide certified copies of all insurance policies required above within 10 days of College's written request for said copies.

42.7 No Representation of Coverage Adequacy. By requiring insurance herein, College does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to College in this contract.

43. Taxes

43.1 The College qualifies for the sales tax exemption for an educational institution, as set forth in Michigan sales Tax Section 205.54(a) and rule 24 promulgated thereunder, and that therefore no sales tax applies to College's invoices for food services or for other meals billed to and paid for out of College funds. The College warrants that it is in possession of a properly executed Michigan Sales Tax Exemption Certificate.

43.2 The Contractor shall be liable for any and all other taxes, including but not limited to, all the federal, state and local taxes that may exist.

44. Pre-Proposal Meeting and Facility Inspection

44.1 Interested parties are required to visit the College and inspect the location where service is to be provided under this contract and to carefully inspect the facilities and equipment, which the College shall provide for the contractor's use. Companies failing to attend the pre-proposal meeting will not be eligible to submit a proposal. A tour of the site is scheduled for **February 6, 2012 at 1 p.m.** to equally acquaint all interested parties with current conditions after which an open conference will be held to answer any questions relating to the contract and service to be performed. The meeting will convene in Room L167-L169 located on the first level of the Muskegon Community College's Library. In the interest of fairness, visiting teams on February 6, 2012 will be limited to three (3) persons. This will be the only opportunity for RFP respondents to visit food production areas. Visiting teams attending the pre-proposal meeting must register with the Vice President of Finance and Administration.

45. Basis of Price Adjustment on Selling Prices of all A La Carte Sales

45.1 Selling prices are always subject to revision during the term of the contract. Revisions may be either increases or decreases and may be requested by either party. In the event of a price increase requested by the Contractor, the College reserves the right to request documentation of the involved costs of operation. All changes in selling prices must be pre-approved in writing by the Vice President of Finance and Administration prior to implementation.

45.2 The Contractor will provide food services at the College during the first year of the contract in conformity with the prices, portion sizes and quality levels specified in this document.

45.3 Any proposed change in prices, portion sizes or quality of food served subsequent to July 1, 2012 must be submitted in writing and approved by the College. Such proposals must be submitted to the College at least 60 days prior to the effective date of the proposed change.

46. Basis of Price Adjustments

46.1 All changes in selling prices must be pre-approved in writing by the Vice President of Finance and Administration prior to implementation.

47. Assignment of Contract

47.1 The contractor shall be deemed an independent contractor and will not, during the term of the contract, or any renewals or extensions thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of the College; and, should the Contractor become insolvent, or if funds are not available, or if proceedings in bankruptcy shall be instituted by or against the Contractor the remaining or unexpired portion of the contract shall, at the election of the College, be terminated. If the College so elects to terminate because of the Contractor's inability to comply with the terms of the contract, then the College shall be entitled to recover the full amount of the performance bond provided by the College.

48. Facilities and Equipment

48.1 The College will provide, for use by the Contractor, the existing food service facilities and the existing inventory of college owned food service equipment. The Contractor shall agree to return to the College all of the facilities and equipment in the condition in which they were received except for normal wear and tear.

48.12 "Normal Wear and Tear" - The act of wearing under normal use (not abuse). To impair or diminish by use or attrition. To consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation).

48.2 Prior to the start of the contract, an inventory and inspection of all facilities and equipment will be mutually conducted by the Contractor and the College. At this time, determination shall be made concerning any existing defects which are not the result of normal wear and tear and therefore not the Contractor's responsibility.

48.3 Thirty (30) days prior to the termination or sixty (60) days prior to the renewal of this contract, an inventory of facilities and equipment will be taken by the Contractor in the presence of a College representative. At this time, determination shall be made concerning any excessive wear or misuse of facilities and equipment on the part of the Contractor, and compensation for excessive wear or misuse of facilities and equipment shall be paid to the College by the Contractor, when deemed appropriate by the College.

48.4 Facilities are defined as walls, ceilings, floors, windows, doors, light fixtures, plumbing leading to and from the food service area, plumbing fixtures and drains, etc. Within specified area (see Appendix B).

48.5 Equipment shall include stoves, fryers, ovens, steamers, kettles, mixers, exhaust hoods and filters, ducts, dishwashers, steam tables, refrigeration including compressors and motors, kitchen fire safety equipment, linens and supplies, etc.

48.51 Facilities and equipment do not include (glassware, flatware, chinaware, kitchenware, serving trays).

48.6 The College agrees to provide the utilities (Heating and air conditioning, water, steam, gas and electricity) that are reasonably required for the fulfillment of this contract. The College will provide a telephone with a college extension for internal calling. The Contractor will be billed for all local and long distance calls.

48.7 Unless otherwise noted, the Contractor shall be responsible for the maintenance, service and repair of all equipment to the satisfaction of the College. Maintenance to include the replacement of equipment, at the same or equal quality, if worn or damaged beyond repair. All services are to be performed by qualified, and where necessary, licensed personnel.

48.8 Any additional equipment required will be the complete responsibility of the College.

48.9 Any additional equipment that requires the use of electricity, steam, or water must be approved by the Vice President of Finance and Administration.

48.91 Anything herein to the contrary notwithstanding, the College shall not be liable or responsible for any failure to furnish the services set forth in this RFP occasioned by strike or other work stoppage; federal, state or local government action; breakdown or failure of apparatus, equipment or machinery employed in supplying the services; any temporary stoppage for the repair, improvement, or enlargement thereof or any act or condition beyond its reasonable control.

48.92 The Contractor agrees to conserve utilities and treat all facilities and equipment with prudent care. Plant Operations personnel of the College will report noncompliance to the Maintenance Supervisor for appropriate corrective action.

48.93 The Contractor will be responsible for the receipt and storage of all incoming shipments of food products or supplies. The College will not be responsible for receipt of these shipments, the resulting invoices, or the inventory of food products stored on college premises.

48.94 For any food or beverage items under this contract which must be transported by the Contractor, the Contractor is responsible for providing a motor vehicle suitable for such purpose, and for providing an adequate and qualified staff to operate the vehicle. The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle by the employees or agents of the Contractor. The Contractor must show proof of appropriate automobile insurance to the College prior to operating any motor vehicle on the campus of the College.

48.95 The College shall reserve the right to use any or all of the facilities for purposes other than feeding, such as study halls, large testing areas, instructional classes, assemblies, etc. Agreement shall be made prior to such usage.

49. Glassware, Flatware, Chinaware, Kitchenware and Linens

49.1 The College will provide the Contractor with the College's existing supply of glassware, chinaware, silverware, and serving trays, and Contractor shall maintain the supply of such items delivered as a direct cost of operation. The College will also provide the Contractor with the College's existing inventory of small equipment (pots, pans, etc.), and Contractor shall maintain the inventory of such items supplied as a direct cost of operation. Contractor and the College shall jointly conduct an inventory of all supplies and equipment at least annually, at such time(s) as may be mutually agreed, and on or termination or expiration of this agreement. Contractor shall replace or pay for all missing items in such annual inventories, or damaged items at the College's option, within forty-five (45) days of inventory completion.

49.2 Any additional glassware, chinaware, silverware, serving trays, and small equipment required by the Contractor will be the complete responsibility of the College.

49.3 The Contractor agrees to return to the College upon expiration of their contract or any renewals thereof, all glassware, flatware, chinaware, serving trays and kitchenware designated in the inventory furnished by the College and the College must note the condition of all the items received, except for normal wear.

49.4 The Contractor shall make a concerted effort to use only products that are biodegradable or recyclable products that may exist or become mandatory during the term of the contract.

49.5 For this contract, "linens" include all employee uniforms, coats, caps, kitchen linens, table linens and towels. The Contractor is responsible for providing and laundering all linens.

50. Personnel

50.1 The Contractor's Director of Food Service and Unit Managers assigned to the College will be selected with the prior approval of the College. The Director and unit managers will continue serving the college only as long as their performance is acceptable to the College. They will not be removed or transferred without the College's approval.

50.2 The Contractor will have on his staff a professionally trained and experienced member who has education and experience in Institutional Food Service Administration or Hotel Food service Administration. This person must participate in the Contractor's operation of food services at the College and shall visit the College periodically or at the request of the College, on a more frequent basis. This individual shall meet to include but not limited to the performance of the unit managers, cleanliness of facilities, maintenance, student responses to the food service and equipment needs. The Contractor, if requested, shall have his registered dietitian visit the College periodically to meet and discuss therapeutic diet of the students.

50.3 An adequate staff shall be on duty at all times for the efficient, prompt and clean service of food.

50.4 The Contractor shall be required to have the resources and staff to provide a continuing program of employee training for all levels of employees including management and students. Regularly scheduled full-time and student employee training meetings shall be conducted by the Contractor and at such times as mutually agreed by the College and the Contractor. The Contractor shall be responsible for the expense of such training meetings. The College shall be notified, in advance, of such training and shall receive after each training session a summary to include: lecture, summary of lecture, and personnel in attendance.

50.5 The Contractor shall make a concerted effort to employ students subject to the college policies and procedures governing student employment. The Contractor shall pay no less than minimum wage.

50.6 All employees of the Contractor will abide by the College's rules and regulations.

50.7 All personnel of the Contractor shall be subject to removal for conduct that is considered offensive by the College Administration.

50.8 The Contractor shall be responsible for the neat and clean appearance of all full and part-time employees, including students, on duty. All food service employees shall wear hair restraints, closed-toed shoes and clean uniforms at all times.

50.9 For purpose of identification and security, the Contractor will supply names of food service employees to the Vice President of Finance and Administration. Every employee and agent of the Contractor while on duty on the College's premises will have prominently displayed on his or her person at all times an identification badge provide by the Contractor. The Contractor will responsible for collecting said badges from employees no longer on the Contractor's payroll.

50.10 The Contractor, at his own expense, shall have all of its employees assigned to duty as food handlers at

Muskegon Community College to submit to periodic health examinations at least as frequently and as stringently as required by law and to submit satisfactory evidence of compliance with all health regulations to Muskegon Community College upon request.

50.11 All of the Contractor's employees furnishing services to Muskegon Community College shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agent of, acting for or on behalf of, the College. The Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations whether oral or written, made by the Contractor with respect to third parties, shall be binding on the College.

50.12 The Contractor's employment policies shall meet the requirements of the Fair Labor Standard Act and all other regulations of the U.S. Department of Labor. Contractor must be an "Equal Opportunity Employer".

51. Food Inventory

51.1 The Contractor may purchase the existing inventory of food and consumable supplies from the current vendor at cost.

52. Sanitation

52.1 The Contractor shall operate and maintain the service in accordance with all laws, ordinances, regulations and rules of Federal, State and Local authorities including the standards of sanitation, safety and health established by the College. Structural, utility and equipment changes necessary to comply with such requirements and standards for which the College is responsible, shall be made by the College at its expense.

52.2 The College shall periodically, without advance notification, inspect the food service facilities and equipment with or without a Contractor's employee. Health Inspectors and the Auxiliary Services Manager shall have complete cooperation and access to all food service, production and storage areas on inspections which they may conduct. Contractor will be required to maintain a health department sanitation certification.

52.3 A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. Vendor representatives, who normally provide checks and reports as part of their equipment or product service, shall be encouraged to make frequent inspections. A copy of all inspection reports shall be furnished the Auxiliary Services Manager by the Contractor. The Contractor is responsible to implement corrective operation measures required as a result of these inspections and report to the College corrective action taken with a ten-day notification period.

52.4 The Contractor shall leave all area, under his assigned control, in a clean and ready-for-inspection condition when kitchens are closed in accordance with the college schedule.

52.5 The Contractor shall be responsible for and bear the cost of cleaning all areas under his control including storage, production, serving and miscellaneous areas, such as hallways, lockers and restrooms. The cleaning shall include equipment, ceilings, carpeting, and walls of the designated areas. The Contractor shall be responsible to clean the floors on a daily basis (sweep and mop) of the designated areas. The College will provide floor scrubbing as needed. Cork and carpet areas in the Student Union will be maintained by the College. The College shall be responsible for cleaning all furniture and equipment in the dining area. The College shall be responsible for cleaning of the windows (Appendix B).

52.7 The floor area is to be wet cleaned after each meal. The floor shall be free from all debris at all times. The serving line shall be continually inspected and cleaned during serving hours and immediately following each meal.

52.8 The entire kitchen and preparation area is to be maintained on a continual “inspect and clean” basis during and including preparation time and food service hours. The Contractor shall, at the outset of the contract period, develop and implement a cleaning schedule for all areas and equipment under his control subject to the approval of the College.

52.9 Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration and must be sufficient to contribute to a clean and neat appearance. Sanitation must meet the standards of the College.

52.91 The Contractor shall be responsible for the placement of trash and garbage resulting from the food service operations in containers designated by the College for the Contractor’s use. The Contractor shall maintain the cleanliness of the assigned containers and the surrounding dock areas. The College will collect the trash in accordance with prescribed and coordinated schedules. Should presorting of trash and garbage be necessary in the future, the Contractor will comply with all college requests in this regard.

52.92 The College will provide extermination services as needed. The Contractor will work with the College to eliminate issues that contribute to pest proliferation.

52.93 The Contractor shall have adequate personnel with sufficient training to insure the highest standards of sanitation and housekeeping. All employees shall be trained and supervised in a “Clean As You GO” policy that will result in a clean and orderly appearance at all times.

52.94 The Contractor will provide routine cleaning of the hoods and filters. The College and the Contractor will work together to insure the semi-annual duct cleaning, inspection, and maintenance are completed. The College will pay for semi-annual service.

52.95 The Contractor shall comply with the Michigan Right-to-Know Law (HB411). Provide the College with Proof of Compliance including the following:

1. A copy of the Contractor’s written plan.
2. A list of chemicals brought on site.
3. A copy of Material Safety Data Sheets (MSDS).
4. A certificate that employees have been trained.

53. Improvements

53.1 The College may require some renovations to various food service locations. RFP respondents are encouraged to make suggestions for interior design changes for any and each area affected. Suggestions should include brief illustrations, descriptions of renovation, breakdown of estimated cost for each item by area, and suggested schedule of when work should be started and completed.

53.2 Contractor shall at all times keep the College free and clear from all claims, liens and encumbrances arising from the making of repairs, alterations or additional improvements of the premises by Contractor pursuant to the terms of this proposal.

53.3 All renovations and refurbishing proposed will be at the expense of the successful RFP respondent. Plans and specifications must be approved by Muskegon Community College before initiating any work. All renovations and refurbishing will be properly bonded and at the expense of the Contractor.

53.4 Contractor shall agree that at the end of the five (5) year contract, any capital improvements made by the Contractor at any time during the term of the contract will have been fully amortized and shall become the property the College.

54. Food Services Records and Audit

54.1 The Contractor must keep full and complete records of food services operations satisfactory to the Vice President of Finance and Administration, including the use of a modern inventory control system and original invoices of all materials brought onto the premises. Contractor must submit sales statement with settlement for all sums due. No materials shall be brought onto the premises without such invoices. Each RFP respondent shall submit with the proposal their procedures for inventory control.

54.2 The Contractor shall submit a monthly statement of sales receipts to the Vice President of Finance and Administration no later than the 15th day of each month covering the entire preceding month. This statement shall contain information as required and be on forms approved by the Vice President of Finance and Administration and signed and certified by an executive officer or her authorized representative.

54.3 The College shall at all times have the right to examine books, papers and the records of the Contractor relative to the gross sales and invoices to support the gross sales and all aspects of the Food Service operations. The Contractor will be required to provide records pertaining to the Food Service operations for examination.

54.4 Contractor shall provide a detailed, P & L statement no later than the 15th of each month covering the entire preceding month.

54.5 The Contractor agrees to make its operating records available for examination by College external auditors, upon demand or in accordance with audit schedule supplied by the College Business Office.

55. Payments to the College

55.1 The Contractor shall pay any monies due the College for percentage payments on the fixed percentage of gross receipts on a monthly basis in no case later than the fifteenth (15th) of the month.

55.2 Checks shall be made payable to Muskegon Community College and shall be forwarded to the Vice President of Finance and Administration unless otherwise directed in writing.

56. Payments to the Contractor

56.1 College departments--the Contractor must have a valid college "food service" contract for all services provided to a college department. The "food service" contract number must appear on all invoices to the College.

56.2 All invoices from the Contractor to the College must be sent to:

Attn: Conference and Catering Services
Muskegon Community College
221 South Quarterline Road
Room 1106
Muskegon, Michigan 49442

57. Faculty/Staff Discount

57.1 There will be no general discounts to faculty, staff or administrators.

57.2 Exceptions to this discount rule must be approved by the Vice President of Finance and Administration.

58. Staffing Plan

58.1 The Contractor must submit a staffing plan for the complete operation of the manual food service operation and/or vending machine operation.

58.2 The plan must be detailed and include:

A.) Number of and cost (dollars spent on salary and benefits) for management staff

B.) Number of and cost (dollars spent on salary and benefits) for hourly staff hourly employees

C.) A detailed staffing chart for:

1.) full service week

2.) limited service week

59. Service

59.1 The Contractor will provide the following hours of service:

Fall and Winter Semester -- September - April

Monday through Thursday 7:30 a.m. - 8:00 p.m.

Friday 7:30 a.m. - 2:00 p.m.

Summer Session-- May - August

Monday through Friday 8:00 a.m. - 1:00 p.m.

59.2 The Contractor shall prepare and furnish food for service at such hours and during such periods and in such a manner as the College may from time to time deem to be necessary. Food preparation and service shall be in accordance with the Daily Menu Pattern, Portion Guide, Food Standards and hours of operations adopted for use by Muskegon Community College. Changes in any of the above must be approved by the Vice President of Finance and Administration.

59.3 The Contractor will operate at his expense and upon his own credit to purchase, store, prepare, and service food in the Bistro, kitchen, and dining storage areas of the College and shall prepare and deliver food items as ordered by the College to various buildings on campus. The storage areas shall be established by the College.

59.4 The Summer Session hours may be negotiated between the College and the Contractor, with the College having the final approving authority for such schedules. The College may, at its discretion, change the hours based on student population and special functions, but not without prior consultation with the Contractor.

59.5 The Contractor must service all special functions requested by the College administration on any day during the period of the contract. Prior notice is to be given to the Contractor.

59.6 The College will specify the food service needed when the College is not in session.

59.7 The Contractor will honor all catering contracts of the current vendor currently scheduled subsequent to July 1, 2012.

60. Marketing

60.1 Marketing a food service operation is becoming more important as the number of customers increases and tastes and requirements change. Marketing should include, as a minimum, advertising food items, services offered, special dietary health care, and information about key RFP respondent personnel.

60.2 The Contractor must bear all costs associated with design, development, and printing of promotional brochures, banners, signs, etc.

61. Alcoholic Beverages

61.1 Alcoholic beverages shall not be kept, sold, served or furnished by the Contractor on the College premises.

62. Food Purchasing Standards

62.1 All foods purchased shall be of a quality not less than required by Muskegon Community College specifications.

62.2 All meats must be slaughtered and processed under the USDA Meat Inspection Program and shall bear the legend "U.S. Insp'd and R.s.d." (U.S. Inspected and Passed). Meats will be free of objectionable odors, bruises, blood clots, discoloration, or signs of deterioration. Setting signs of deterioration. Setting of beef after slaughter shall not be less than five days. Frozen meats must be quick frozen in a blast freezer tunnel. Meat specifications shall comply with the USDA Meat Buyers Guide.

62.3 All graded meats purchased for meal service, not having a grade on the master container, shall have a certificate of grade accompanying the delivery. Such certificate of grade to be dated and referenced to the lot or purchase order.

62.4 All shell eggs shall be certified or inspected by the USDA for quality and grade. Evidence of certification shall be provided by a certificate of grading accompanying the delivery.

62.5 All purchased poultry shall be received in a sound and good condition. Such poultry is subject to destination inspection by USDA, at the expense of the Contractor.

62.6 All frozen food products shall be frozen solid (at 0 degrees Fahrenheit or below) at time of receipt.

62.7 The Contractor shall take under advisement the College's wishes regarding such items related to purchasing as brand preference, use of state product, use of local vendors and product boycotts where the resulting costs do not significantly jeopardize food quality, charges and commissions of their contract and do not effect Contractor's national purchasing contracts.

62.8 The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies and will pay for all food and direct supplies related to food production, service, and management applicable to the contract.

62.9 The College shall have free access to any and all records of receipt, or production sheets, product specifications and quantities of food issued each service unit to determine that the portions specified are compiled with.

63. Menus

63.1 The Contractor shall be prepared to offer a four (4) to six (6) week menu cycle, which the College has approved. Changes to this menu shall be allowed for the following reasons:

- A. Emergency changes due to equipment breakdown, delivery, storage, or other unforeseen conditions.
- B. Seasonal availability of food products.
- C. Increased item acceptability by students.
- D. Any change in menu offering must be approved by the College prior to implementation. The College reserves the right to make changes to the menu with vendor's consent.

Regardless of any changes for the above-mentioned reasons, the menu at all times conforms to the Approved Menu.

63.2 The Contract Administrator or designee shall meet regularly with a committee designated by the College which will consist of students and/or other members of the College staff to evaluate the food service program. Evaluation to include, but not be limited, service, types of food, quality of and menu pricing. The Contractor will cooperate at all time in every way to maintain good public relations with the students, faculty, and employees of the College.

63.3 The Contractor shall maintain a Suggestion Box, in plain view, at each dining site. Unit Managers will review all suggestions and post answers to these suggestions on an adjacent bulletin board on a weekly basis.

64. Catering Services

64.1 The catering of special events and functions is currently responsible for approximately \$165,000 in annual sales.

64.2 The Contractor shall have responsibility of catering all special functions held at Muskegon Community College and authorized by the College. Prices charged shall be based on a specific menu at predetermined prices agreed to by the College and the Contractor. The Contractor shall honor all existing contracts for food service as written prior to July 1, 2012.

64.3 The Contractor shall not cater functions that provide special program meals for which the price charged does not fully cover the cost of operation unless mutually agreed to by the Contractor. All prices for cater operations are subject to mutual agreement between the College and the Contractor.

64.4 The Contractor shall submit a campus catering menu listing suggested menu items and prices.

64.5 All prices for catering operations are subject to approval by the Vice President of Finance and Administration.

64.6 The Contractor may not utilize the College equipment and facilities to cater any off campus, non-college related event without permission from the Vice President of Finance and Administration.

64.7 Catering menus are to be developed for luncheons, buffets, dinners, served dinners, hors d'oeuvre, banquets, coffee service, breakfast, and for special events.

64.71 It is specifically understood that when the Contractor uses areas which are not primarily intended for food service (meeting rooms and lounges) for such purposes (catered meals, receptions, etc.) this may be required appropriate set-up and clean-up shall be undertaken by the Contractor. Facilities shall be restored to conditions satisfactory to the institution before the next scheduled use of that area. This shall involve maintenance sanitation of the area, and equipment and trash removal.

64.72 When the Contractor provides beverages and snacks in a meeting room, the Contractor is responsible for the prompt removal of equipment and food residue from the area immediately following the completion of the meeting.

64.73 Uniforms must be supplied for catering functions.

65. Parking

65.1 Parking on College property by Contractor employees shall be governed by the same regulations and fees as apply to College employees.

V. - SPECIFICATIONS FOR VENDING SERVICE

1. PROPOSED SERVICE:

- A. Service shall include, but not be limited to, hot and cold drink, candy, gum, nuts, crackers, snacks including chips, pretzels, etc., pastries, soups, stews, milk and dairy products, hot and cold sandwiches, hot food dishes or dinners, salads and desserts.
- B. To provide this service, the College proposes to enter into a five (5) year contract with an annual renewable option for the next three years.
- C. To compensate the College for space, utilities, storage, etc., the College proposes that the contractor pay the College a fee based on a percentage of machine sales. (See Bid Proposal).

2. GENERAL CONDITIONS:

- A. Contractor Information:
Bidder shall furnish a complete general description of previous and current capabilities in the food service vending operation and shall furnish a full list of clients with emphasis on satisfied customers in the Western Michigan area. Complete information shall contain name and address of the company, name and address of the account manager, a description of training programs for employees, accounting controls for personnel, internal audit system, locations or point of service for equipment, preventative maintenance of equipment schedules, replacement of equipment schedules, identify proposed accounting periods, a complete balance sheet or annual report of your last fiscal year of operation, and any other information requested and deemed to be pertinent for contractor evaluation by the College.

Failure to provide the above information shall be considered just cause for rejection of bid.

- B. Permits, Licenses, Etc.:
The contractor shall be financially responsible for obtaining all necessary permits, licenses and all applicable taxes related to products and equipment or any part of the contract.

3. EQUIPMENT, SPACE AND SUPPLIES:

- A. Type and Location:

Main Building (Student Union): Machines to dispense: candy, snacks, cold beverages, hot beverages; dollar bill/coin changer and microwave oven

Stevenson Center for Higher Education (SCHE):

- 2 – 20 oz. beverage dispensers
- 1 – candy and/or snack machine

Vocational Tech Building: Machines to dispense: candy/snacks, hot beverages, cold beverages, dollar bill/coin changer and microwave oven

Cyber Café: Machines to dispense: candy/snacks, hot beverages, cold beverages and microwave oven

East Entrance Main Building – cold beverages

West Entrance Main Building – cold beverages

It is intended that during the term of this contract, needs may vary and change to best meet the needs of students and employees. Contractor will provide necessary services to meet those needs.

- B. All vending and related auxiliary equipment shall be maintained by the contractor throughout the life of this contract. All equipment shall be free of liens, mortgages and encumbrances.

All machines shall be modular in design to give a uniform appearance. Where three or more machines are installed in a row, they must be given a neat built-in appearance.

All machines shall be equipped with energy saving motion sensors to shut down nonessential systems during unoccupied hours.

- C. Contractor shall give the College a complete inventory of equipment, including make, model, year, initial meter readings, serial numbers and location on premises.

- D. Equipment and repair of same shall be the responsibility of the contractor, but Owner must provide reasonable care to protect machines.

- E. On-campus storage, other than in machine compartments, is limited.

- F. Contractor shall be responsible for cleaning of all equipment and adjacent areas. General vending area must be clean at all times!

- G. Vending machines shall be operated during the entire year with special emphasis on the Summer Session (May, June, July, and August) when manual food service hours are limited.

- H. The College cannot guarantee an uninterrupted supply of water, electricity and heat. The College will not be held liable for any loss resulting from interruptions to the above.

- I. Fall, and Winter semesters (September – April) the campus is serviced by a complete food service operation providing menus for breakfast, lunch and dinner. The food service selection and hours of operation are limited during May, June, July and August.

4. ACCOUNTING:

- A. Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with accepted industry accounting methods. The contractor's inventory control of reported inventory fees for route employees, after reconciliation to cash collections, shall be used as the basis to compute commissions payable to the College. Collections shall be bagged and counted by machine and not co-mingled with coin changer funds.
- B. All machines shall be equipped with no-reset items sales counters or provide suitable method of cross checking control.
- C. A voucher refund system will be established and funded by the contractor.

5. COMMISSIONS AND PAYMENTS:

- A. Commissions shall be expressed on the attached bid form. Contractor may bid percentages of individual vending product categories or a minimum guaranteed total commission per year, whichever is greater, or a composite percentage of all vending.
- B. Payment of commissions to the College shall be done on a regularly scheduled basis. A report of detailed sales per machine and a composite statement of dollar sales must accompany the payment.
- C. Upon expiration of this contract, all commissions due must be paid before removal of equipment.
- D. All records pertaining to vended food service shall be available for inspection by College designee and College appointed auditors.

VI. - ACADEMIC CALENDAR

ACADEMIC CALENDAR 2011-2012

WINTER SEMESTER 2012

Faculty Seminar Days	January 5-6 (Thursday-Friday)
Winter Classes Begin	January 9 (Monday)
Dr. Martin Luther King Day	January 16 (Monday) No Classes – College Closed
Winter Classes Continue	January 17 (Tuesday) – February 25 (Saturday)
Mid-Semester Vacation	February 27-March 3 (Monday-Saturday) No Classes
Winter Classes Continue	March 5 (Monday) – April 6th (Friday)
Good Friday	April 6th (Friday) Closed at Noon-No Classes after 12:00 pm
Winter Classes Continue	April 7th (Saturday) – April 25 (Wednesday)
Final Exam Days	April 26-May 2 (Thursday, Friday, Saturday, Monday, Tuesday, Wednesday)
Commencement	April 21 (Saturday) 7:00 p.m.
Open Calendar	May 3 (Thursday) – May 12 (Saturday) No Classes

SUMMER SESSION 2012 (12 Weeks)

Summer Classes Begin	May 14 (Monday)
Memorial Day	May 28 (Monday) No Classes – College Closed
Summer Classes Continue	May 29 (Tuesday) – July 3 (Tuesday)
Independence Day	July 4 (Wednesday) No Classes – College Closed
Summer Classes Continue	July 5 (Thursday) – August 3rd (Friday)

ACADEMIC CALENDAR 2012-2013

FALL SEMESTER 2012

Faculty Seminar Days	August 23-24 (Thursday-Friday) No Classes
Fall Classes Begin	August 27 (Monday)
Labor Day	September 3 (Monday) No Classes – College Closed
Fall Classes Continue	September 4 (Tuesday) – November 21 (Wednesday)
	November 21 – Close at 4:30 – No classes beginning after 2:30 pm
Thanksgiving Holiday	November 22-24 (Thursday-Saturday) No Classes – College Closed
Fall Classes Continue	November 26 (Monday) – December 10 (Monday)
Final Exam Day	December 10 – Regular classes before 2:30 pm, Exams after 2:30 p.m.
	December 11, 12, 13, & 14 Exams-day & evening classes
Final Grades Due	December 19 by 10:00 a.m.

WINTER & SUMMER SEMESTER 2013 - TBA

VII. - ENROLLMENT STATISTICS

Muskegon Community College enrollment has been growing over the past five years but is now leveling off. Our enrollment for the Winter 2012 semester is projected to be down 2-5% from a year ago. Student population is split almost equally between daytime and night time attendance.

The average student age is 26 years.

All student commute to Muskegon Community College.

<u>Year</u>	<u>Fall Enrollment</u>
2007	4,711
2008	4,786
2009	5,144
2010	5,311
2011	5,156

VIII. - GROSS SALES – Food Service Operation, Vending Machine Operation

FOOD SERVICE SALES

	<u>SALES 2006/2007</u>		
	<u>Cash Sales</u>		<u>Catering</u>
July	1,055.....		12,368
August	1,735.....		18,140
September	27,875.....		9,115
October	21,921.....		16,345
November	19,324.....		14,703
December.....	15,560.....		16,796
January.....	20,396.....		11,844
February.....	24,845.....		18,683
March.....	25,035.....		26,973
April.....	20,023.....		15,987
May	6,233.....		10,765
June.....	9,490.....		14,118
Total	\$193,492.....		\$185,837
Total Sales			\$379,329

	<u>SALES 2007/2008</u>		
	<u>Cash Sales</u>		<u>Catering</u>
July	4,290.....		9,305
August	3,468.....		12,800
September	23,419.....		15,572
October	24,020.....		14,280
November	21,343.....		16,468
December.....	20,725.....		19,639
January.....	15,982.....		9,989
February.....	25,876.....		14,249
March.....	24,471.....		16,132
April.....	20,096.....		14,327
May	8,135.....		16,236
June.....	6,351.....		15,656
Total	\$198,176.....		\$174,653
Total Sales			\$372,829

SALES 2008/2009

	<u>Cash Sales</u>	<u>Catering</u>	
July	1,052.....	7,035.....	
August	853.....	14,320.....	
September	25,442.....	4,902.....	
October	26,798.....	11,498.....	
November	30,531.....	11,583.....	
December.....	17,265.....	11,107.....	
January.....	24,099.....	11,967.....	
February.....	30,446.....	11,686.....	
March.....	20,650.....	16,805.....	
April.....	25,912.....	13,930.....	
May	11,702.....	20,772.....	
June.....	8,885.....	11,394.....	
Total	\$223,635.....	\$146,999.....	
Total Sales			\$370,634

SALES 2009/2010

	<u>Cash Sales</u>	<u>Catering</u>	
July	5,780.....	8,441.....	
August	3,014.....	23,873.....	
September	28,771.....	4,125.....	
October	40,640.....	6,781.....	
November	28,250.....	6,486.....	
December.....	19,907.....	7,993.....	
January.....	23,240.....	12,056.....	
February.....	38,080.....	16,920.....	
March.....	24,449.....	17,656.....	
April.....	30,051.....	8,665.....	
May	13,118.....	15,200.....	
June.....	10,414.....	10,148.....	
Total	\$265,714.....	\$138,344.....	
Total Sales			\$404,058

SALES 2010/2011

	<u>Cash Sales</u>	<u>Catering</u>	
July	8,025.....	13,730	
August	1,908.....	22,718	
September	34,821.....	7,011	
October	48,582.....	16,649	
November	30,849.....	7,742	
December.....	23,333.....	9,252	
January.....	26,838.....	12,190	
February.....	38,538.....	14,391	
March.....	27,472.....	11,558	
April.....	40,366.....	15,311	
May	7,077.....	16,447	
June.....	9,274.....	11,996	
Total	\$297,083.....	\$158,995	
Total Sales			\$456,078

VENDING OPERATION SALES

	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
July					
August					
September (4)	\$20,307.00	\$22,504.00	\$19,928.00	\$25,331.00	\$20,690.00
October					
November					
December (1)	\$29,048.00	\$23,624.00	\$18,818.00	\$17,766.00	\$21,890.00
January					
February					
March (2)	\$25,050.00	\$28,132.00	\$26,433.00	\$27,727.00	\$34,764.00
April					
May					
June (3)	\$15,936.00	\$29,696.00	\$23,964.00	\$31,407.00	\$28,516.00
Total	\$90,341.00	\$103,956.00	\$89,143.00	\$102,231.00	\$105,860.00

IX. - FORM OF PROPOSAL – FOOD SERVICE

Submitted by:

Name _____ **Date** _____

Address _____

Having read the specifications entitled:

Specifications, Conditions, and Instructions for the:

REQUEST FOR PROPOSALS

COMPLETE MANUAL FOOD SERVICE OPERATION WITH
CATERING SERVICES AND/OR
VENDING MACHINE SERVICE OPERATION

MUSKEGON COMMUNITY COLLEGE
221 SOUTH QUARTERLINE ROAD
MUSKEGON, MICHIGAN 49442

Prepared by the office of the Vice President of Finance and Administration, Muskegon Community College and having also received, read and taken into account Addenda, and having inspected the site of and the conditions affecting and governing the performance of this project, the undersigned proposes to supply and perform, as specified in the specifications:

- Item 1. Financial Information Options (sections 37.1, 37.2)
 - a. Commissions equal to ____% of gross sales
 - b. Total minimum guarantee of \$ _____ per year.

- Item 2. Acknowledgement of Addendum
RFP respondent acknowledges receipt of addendum (Addenda) No. _____.

- Item 3. RFP respondent shall supplement proposal by supplying the following information for use in the preparation of a contract.

Name of principle members of the company:

President Treasurer

Vice-President Secretary

Name of company _____

Phone number _____ Web address _____

Signature of Principle _____

X. - FORM OF PROPOSAL – VENDING SERVICE

Submitted by:

Name _____ **Date** _____

Address _____

Having read the specifications entitled:

Specifications, Conditions, and Instructions for the:

REQUEST FOR PROPOSALS

COMPLETE MANUAL FOOD SERVICE OPERATION WITH
CATERING SERVICES AND/OR
VENDING MACHINE SERVICE OPERATION

MUSKEGON COMMUNITY COLLEGE
221 SOUTH QUARTERLINE ROAD
MUSKEGON, MICHIGAN 49442

Prepared by the office of the Vice President of Finance and Administration, Muskegon Community College and having also received, read and taken into account Addenda, and having inspected the site of and the conditions affecting and governing the performance of this project, the undersigned proposes to supply and perform, as specified in the specifications:

- Item 1. Financial Information Options (sections V., 5A.)
 - a. Commissions equal to ____% of gross sales
 - b. Total minimum guarantee of \$ _____ per year.

- Item 2. Acknowledgement of Addendum
RFP respondent acknowledges receipt of addendum (Addenda) No. _____.

- Item 3. RFP respondent shall supplement proposal by supplying the following information for use in the preparation of a contract.

Name of principle members of the company:

President Treasurer

Vice-President Secretary

Name of company _____

Phone number _____ Web address _____

Signature of Principle _____

XI. - FORM OF PROPOSAL – FOOD SERVICE AND VENDING SERVICE

Submitted by:

Name _____ **Date** _____

Address _____

Having read the specifications entitled:

Specifications, Conditions, and Instructions for the:

REQUEST FOR PROPOSALS

COMPLETE MANUAL FOOD SERVICE OPERATION WITH
CATERING SERVICES AND/OR
VENDING MACHINE SERVICE OPERATION

MUSKEGON COMMUNITY COLLEGE
221 SOUTH QUARTERLINE ROAD
MUSKEGON, MICHIGAN 49442

Prepared by the office of the Vice President of Finance and Administration, Muskegon Community College and having also received, read and taken into account Addenda, and having inspected the site of and the conditions affecting and governing the performance of this project, the undersigned proposes to supply and perform, as specified in the specifications:

- Item 1. Financial Information Options (sections 37.1, 37.2, and V., 5A.)
 - a. Commissions equal to ____% of gross sales
 - b. Total minimum guarantee of \$ _____ per year.

- Item 2. Acknowledgement of Addendum
RFP respondent acknowledges receipt of addendum (Addenda) No. _____.

- Item 3. RFP respondent shall supplement proposal by supplying the following information for use in the preparation of a contract.

Name of principle members of the company:

President Treasurer

Vice-President Secretary

Name of company _____

Phone number _____ Web address _____

Signature of Principle _____

XII. - LIST OF REFERENCES

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
CATERING SERVICES AND/OR VENDING MACHINE OPERATION**

IMPORTANT: This form must be returned with the proposal form.

1. Name of Company _____
Address _____
Contact Person/Title _____
Telephone Number _____
Number of employees covered _____
Length of servicing time _____

2. Name of Company _____
Address _____
Contact Person/Title _____
Telephone Number _____
Number of employees covered _____
Length of servicing time _____

3. Name of Company _____
Address _____
Contact Person/Title _____
Telephone Number _____
Number of employees covered _____
Length of servicing time _____

Authorized Signature _____

Printed Name and Title

XIII. - PROPOSER'S CERTIFICATION

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
CATERING SERVICES AND/OR VENDING MACHINE OPERATION**

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying this proposal.

I propose to furnish the services specified in the Request for Proposal at the prices or rates quoted in my quote. I agree that my quote will remain firm for a period of ninety (90) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this quote on behalf of the vendor/contractor and that the vendor/contractor is ready, willing and able to perform if awarded this quote.

I further certify that this quote is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a quote for the same commodity or service; no officer, employee or agent of Muskegon Community College or of any other bidder/proposer interested in quote; and the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

Name of Business _____

Signature _____

Name & Title _____

Mailing Address _____

Telephone Number _____

APPENDIX A

**MANUAL FOOD SERVICE RFP
PROPOSAL EVALUATION INSTRUMENT**

RFP RESPONDENT NAME: _____

Evaluation Criteria:

1. Technical Compliance – Max. 50 points

a.) General Approach – (max. 15 points)

- 1.) Does the RFP respondent clearly describe all facilities? Is it accurate?
Does the RFP respondent evaluate all facilities?
Quality point range: 0-10 points
Quality points awarded _____
- 2.) Does the RFP respondent have the resources required to efficiently handle a food/vending operation of this size and scope?
Quality point range: 0-30 points
Quality points awarded _____
- 3.) Did the RFP respondent submit the budget and forecast for the first year of the Contract? Is it reasonable? Did the RFP respondent submit a staffing plan? Is it reasonable?
Quality point range: 0-20 points
Quality points awarded _____
- 4.) Did the RFP respondent discuss campus service levels? Did the RFP respondent discuss problem prevention and problem solving? Are the solutions acceptable?
Quality point range: 0-10 points
Quality points awarded _____
- 5.) Did the RFP respondent give an explanation and example of a system they would use to determine student, faculty and staff satisfaction? Catering satisfaction and/or vending satisfaction?
Quality point range: 0-10 points
Quality points awarded _____
- 6.) Did the RFP respondent offer marketing programs? Was the marketing approach enthusiastic or unique?
Quality point range: 0-20 points
Quality points awarded _____

Total quality points awarded

_____ x.15
Evaluation points Section 1a) _____

**MANUAL FOOD SERVICE RFP
PROPOSAL EVALUATION INSTRUMENT**

Page 2

b.) Food variety and menu pricing – (max. 15 points)

1.) Did the RFP respondent submit a detailed 4 week food service cycle and/or vending product selection grid? Does it have variety?

Quality point range: 0-40 points

Quality points awarded _____

2.) Branding/signature branding.

Did the RFP respondent submit any branding/signature branding? How much? How many locations? Does the concept show creativity?

Will the concept be well received by the MCC community?

Quality point range: 0-60 points

Quality points awarded _____

Total quality points awarded

_____ x.15
Evaluation points Section 1b) _____

c.) Catering – (Max. 10 points)

Did the RFP respondent propose a campus catering manual including suggested

Menu items and first year contract prices? Is the format professional?

Is the content creative? Are the prices reasonable?

Evaluation points available: 10

Evaluation points Section 1c) _____

d.) Organization and management – (max. 10 points)

1. Campus management structure.

Quality point range: 0-15 points

Quality points awarded _____

2. Company management structure.

Quality point range: 0-10 points

Quality points awarded _____

3. Organization structure illustration.

Quality point range: 0-5 points

Quality points awarded _____

MANUAL FOOD SERVICE
RFP
PROPOSAL EVALUATION INSTRUMENT
Page 3

- 4. Organization commitment and philosophy.
Quality point range: 0-15 points
Quality points awarded _____

- 5. Capacity.
Quality point range: 0-15 points
Quality points awarded _____

- 6. Personnel qualifications.
Quality point range: 0-40 points
Quality point awarded _____

- 7. References (do not contact)
Quality point range: 0-5 points
Quality points awarded _____

Total quality points awarded _____

_____ x .10
Evaluation points Section 1d) _____

Total evaluation points
Technical compliance (max. 50) _____

2. Performance capabilities – (max. 20 points)

a.) Background, experience and qualifications (max. 15 points)
DO NOT contact references.

1.) Did RFP respondent include a listing of food service operation on other college campuses?
Description and type of units? Contact name and telephone numbers?
Evaluation point range: 0-15 points
Evaluation points awarded _____

2.) Did RFP respondent include a listing of college operations that were terminated since June 30, 2005, and by whom?
Yes _____ No _____
No points to be awarded

- b.) Certified and audited financial statements (max. 5 points)

Did the RFP respondent supply certified and audited year-end balance sheets and income statements covering the last (3) years?

Evaluation point range: 0-5 points

Evaluation points awarded _____

Total evaluation points

Performance capabilities (max. 20) _____

- 3. Economic considerations – (max. 20 points)

- a.) Was a percentage return on a la carte/catering gross sales and/or vending sales offered?

Evaluation points (0-12) _____

- b.) Excess commission and minimum guarantee.

Evaluation point range: 0-4 points

Evaluation points awarded _____

- c.) Investment

Evaluation point range: 0-4 points

Evaluation points awarded _____

Total evaluation points

Economic considerations (max. 20) _____

- 4. Extra – (max. 10 points)

This section is completely subjective. You have complete freedom to award up to 5 evaluation points based on the RFP respondents creativity in their proposal. The points should be granted for uniqueness, outstanding features or service over and above the basic requirements. Consideration could be given to college/vendor partnership, national brand franchise recognition, overall financial package, etc.

Total evaluation points

Extra (max. 10) _____

MANUAL FOOD SERVICE
RFP
PROPOSAL EVALUATION INSTRUMENT
Page 5

Reason for extra points

Evaluation recap:

RFP respondent name: _____

Evaluation points:

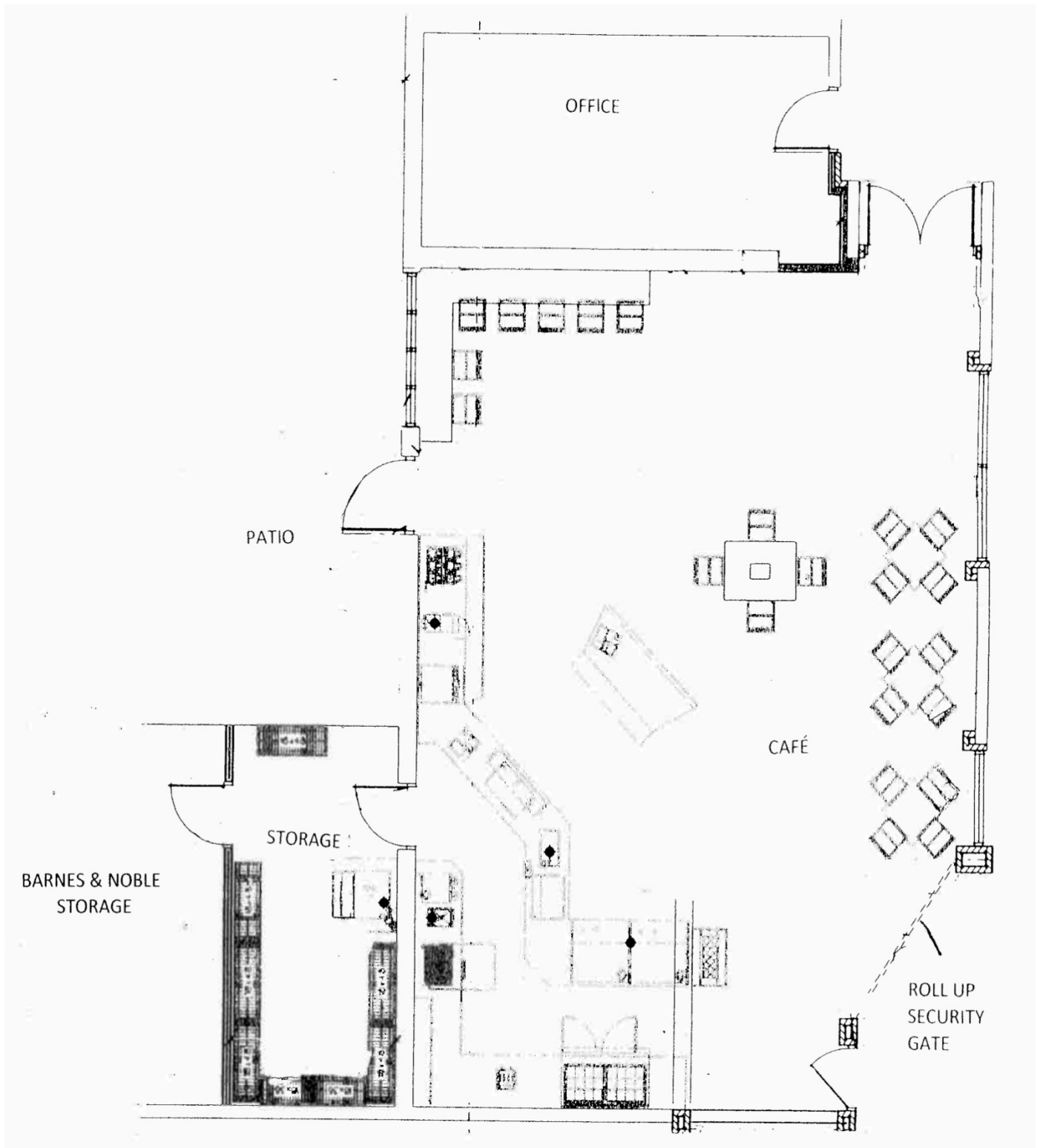
- 1. Technical compliance _____
- 2. Performance capabilities _____
- 3. Economic and price considerations _____
- 4. Extra _____

Total Evaluation Points _____
(max. 100)

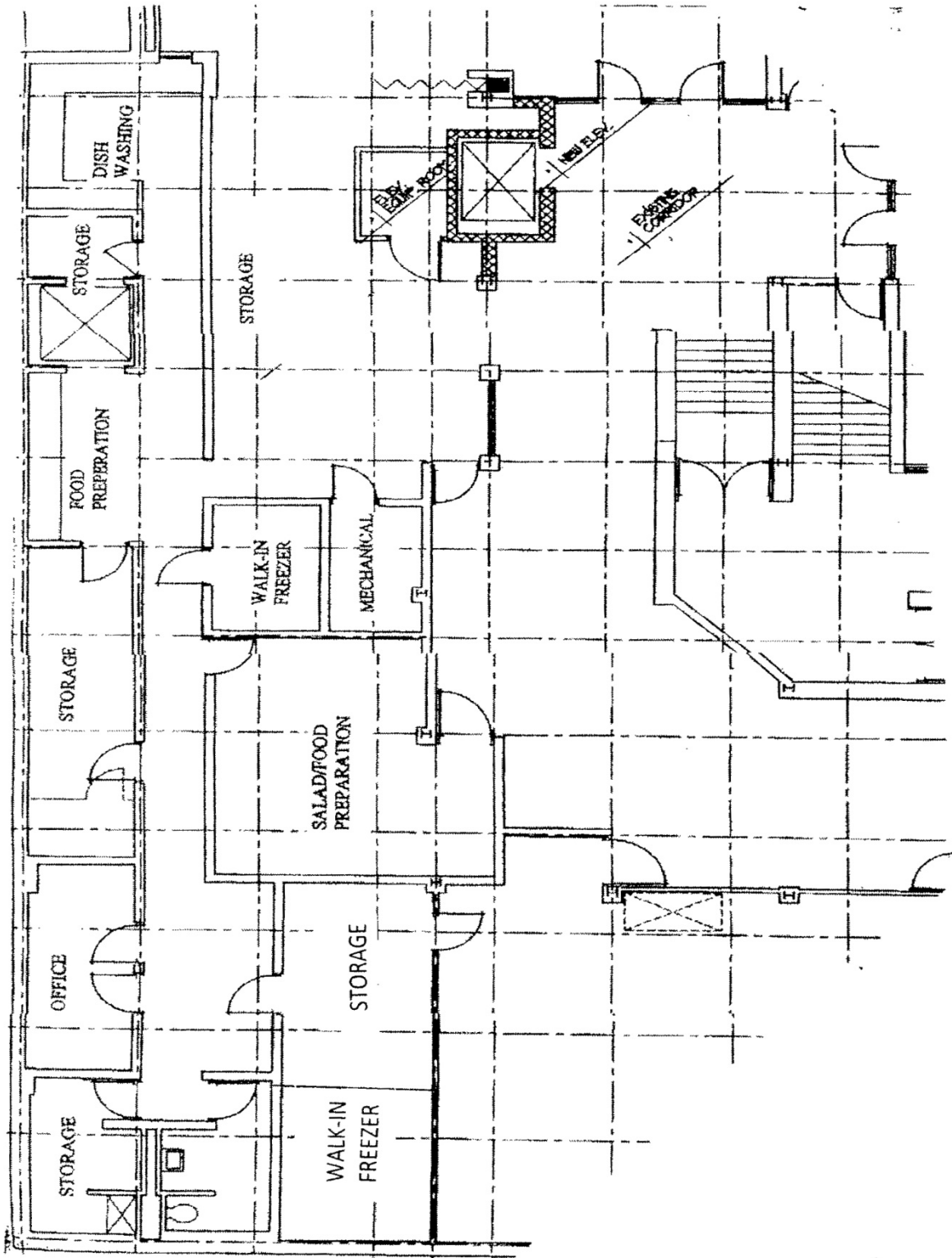
Reviewer Signature _____

Reviewer Comments _____

BOOKSIDE BISTRO



MAIN BUILDING KITCHEN



STEVENSON CENTER FOR HIGHER EDUCATION KITCHEN

