



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

Request for Proposal

Grossmont-Cuyamaca Community College District

Food and Catering Services

RFP No. B24.001

Proposals Due Before: 3:00 p.m., April 19, 2023

REQUEST FOR PROPOSALS
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
RFP No. B24.001 - Food and Catering Services
Due Before: 3:00 P.M., April 19, 2023

Notice is hereby given that Grossmont-Cuyamaca Community College District, acting by and through its Governing Board, hereinafter referred to as the "District", will receive up to but no later than 3:00 p.m. (PT) on April 19, 2023, electronic submittals for **RFP No. B24.001 - Food and Catering Services**.

Such submittals must be submitted in the format specified in the RFP, and received electronically by the District's PlanetBids site, <https://pbsystem.planetbids.com/portal/52798/portal-home>. All documents and any addenda or notices related to this solicitation will be posted via PlanetBids.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted via the District's PlanetBids site by the date and time noted under Section 2.0 Timeline.

Nahid Razi, CPPO
Senior Director of Purchasing and Contracts
Grossmont-Cuyamaca Community College District

Publication Dates:
First Ad: March 14, 2023
Second Ad: March 21, 2023

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1.0 Background and Purpose

A. Background

The Grossmont-Cuyamaca Community College District (“District”) is within the California Community College system in San Diego County. The District serves approximately 21,000 students each semester across two colleges, Cuyamaca College and Grossmont College. This includes approximately 5,900 students enrolled in on-campus courses at Cuyamaca and 15,500 students enrolled in on-campus courses at Grossmont College, based on enrollment figures from Spring 2023 semester.

Our colleges provide students with the knowledge, skills, and preparation necessary to compete in today’s economy. College programs include a range of educational offerings, including workforce training, certificate and degree programs, and preparation for transfer to four-year institutions.

The mission of the District is to provide outstanding diverse learning opportunities that prepare students to meet community needs, promote a global responsibility, and foster opportunities for all. To learn more, please visit the District’s website at <http://www.gcccd.edu>.

B. Strategic Plan and Goals

Our district-wide strategic plan articulates bold goals for improving student success. The District’s strategic goals are to:

- Create streamlined, student-centered pathways to educational goal completion
- Close achievement gaps by engaging individual students with diverse needs and removing structural barriers to their success
- Cultivate a student-centered culture of excellent, trust, stewardship, and service

Applicants are encouraged to align their responses with District’s strategic goals.

2.0 Timeline

The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFP. Please note the following key dates when preparing responses:

RFP Action	Tentative Date
RFP Issued	March 14, 2023
Site Visit/Job Walk <i>9:00 a.m. – 12:00 p.m.</i> <i>Meeting Location:</i> <i>Grossmont College Griffin Center, Building 60</i> <i>8800 Grossmont College Drive, El Cajon, CA 92020</i>	March 23, 2023

Last Day for Bidders to Submit Questions (Before 3:00 p.m.)	April 4, 2023
District to Respond to Questions	April 12, 2023
Proposal Submission Deadline (Before 3:00 p.m.)	April 19, 2023
Invited Vendor Demonstrations	May 15 – 16, 2023
Selection of Final Vendor and Negotiation Period	May 17 – 25, 2023
Notice of Intent to Award	May 26, 2023

District reserves the right to change or alter the timeline.

3.0 General Conditions and Requirements

1. Cancellation of Solicitation: The District may cancel this solicitation at any time.
2. Contract Award: The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder’s potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details.
3. Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.
4. Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District’s Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.
5. Limitations: The District reserves the right to contract with any Bidder responding to this RFP.

The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

- 6. Right to Negotiate and/or Reject Proposal:** Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.
- 7. Preparation Expenses:** The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.
- 8. Confidential and Proprietary Information:** All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposals submitted may be subject to the California Public Records Act (California Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.
- 9. Protest Procedure:** Any bidder may file a bid protest. The protest shall be filed in writing with the District's Purchasing and Contract Department to District.Purchasing@gcccd.edu not more than five (5) business days after the date of the RFP opening. Protesting bidder consents to receipt of email notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- 10. Equal Opportunity Employment (EEO) Statement:** District is District is committed not to discriminate on the basis of, or the perception of, race, ethnic group identification, ancestry, color, religion, age, gender, national origin, sexual orientation, disability (mental or physical), marital status, medical condition (cancer, genetic characteristics, or pregnancy), and status as a veteran, in any of its educational and employment programs and activities, its policies, practices, and procedures.
- 11. Conflict of Interest:** No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No Proposer or member of Proposer's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Proposer's operation or authorizes funding to Proposer.

12. Termination at Will: The Contract resulting from this RFP may be terminated by the District or the service provider upon no less than one hundred twenty (120) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.0 Submittal Instructions

A. Submission Deadline

Proposals must be received electronically via the District's PlanetBids portal at: <https://pbsystem.planetbids.com/portal/52798/portal-home> before 3:00 p.m. Pacific Time (PT) on the date specified in Section 2.0 Timeline.

EMAILED, HARDCOPY OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposals delivered other than the above stated means, or received after the scheduled submittal deadline, will be rejected. It is the bidder's sole responsibility to ensure that its Proposal, inclusive of any or all addendums, is received at the proper place at the proper time. Proposal may be withdrawn prior to the scheduled closing time for receipt of Proposal via PlanetBids. The award shall be subject to final contract documents and scope of work between the District and selected Bidder. Bidders shall be bound to the pricing terms contained within their submitted Proposal, which shall remain in effect as stated until at least six (6) months after the due date for Proposal.

Failure to complete the Proposal and the required content specified in the Proposal Format and Proposal Content could result in the rejection of your Proposal.

B. Errors/Discrepancies/Clarification/Information of RFP

Any errors, discrepancies, clarification or questions regarding information contained in this RFP shall be submitted electronically via the PlanetBids "Q&A" Tab **before 3:00 p.m. on April 4, 2023**. Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner.

C. Evaluation of Proposals

A. Evaluation Process

The Proposal review process used to select qualified Bidders will be as follows:

1. The District will review and evaluate all Proposals received using the criteria noted in following section. Incomplete Proposals may be rejected as non-responsive, and may result in being excluded.
2. A District Evaluation Committee will conduct oral interviews of selected Bidders. The District may request selected Bidders to make an oral/visual presentation in connection with the oral interview.

B. Evaluation Criteria

1. Bidders submitting Proposals are advised that all responsive documents will be evaluated to determine each Bidder's ability to best meet the needs of the District. The District's evaluation will include, but is not limited to, a consideration of the criteria referenced in Exhibit C – Evaluation Criteria.

C. Optional Proposal Interviews

1. It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more Bidder(s). The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in the Proposal. This will also serve as an opportunity for the District Evaluation Committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in their submitted proposal with their key personnel present as the primary representatives during this process.

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE AVAILABILITY ON THE INTERVIEW DAY(S) NOTED IN THE PROJECT SPECIFIC DAYS PRIOR TO BEING CONTACTED BY THE DISTRICT.

5.0 Scope of Services and Specifications

A. Scope of Services

The District is seeking proposals for the provision and management of food and catering services at District's Cuyamaca College and Grossmont College locations. District is seeking innovative or traditional proposals from qualified food service firms and/or local companies.

Our goal is to collaborate with one or more Contractor(s) that can help us increase food service participation and support initiatives to promote healthy lifestyles, sustainable practices, and culturally inclusive options. There is strong interest in creative, flexible and affordable food options for the students and staff.

The District is seeking to collaborate with a Contractor who has a commitment and a record of accomplishing outstanding customer service.

The District is inviting qualified bidders to submit formal proposals for the following Food and Catering Services:

1. To provide fresh, healthy and affordable food, food products, snacks and non-alcoholic beverages at the Cuyamaca College Campus located at 900 Rancho San Diego Parkway, El Cajon, California and Grossmont College Campus located at 8800 Grossmont College Drive, El Cajon, California.
2. To make provision for special catering services for on-campus events as required, at mutually agreed upon rates. Catering for on-campus events must be innovative and creative to support both campus and community events.
3. To provide income for the colleges from commissions on all sales.

The following items will not be included in the scope of work:

1. Vending machines for beverage, snacks and/or food.
2. Food or beverage requirements of third parties who might be or are renting facilities from District.
3. The periodic sale or give away of food items and beverage items by the District, sponsored clubs or other organizations for educational, promotional and/or fundraising purposes.
4. Periodic barbecues, receptions, food sales and bake sales, conducted by and for District faculty and staff or student groups.

1. **Current Agreements:** District has the following existing agreements:

- a. Sodexo America, LLC: On-site Food and Catering Services and management agreement with a term effective through June 30, 2023.
- b. PepsiCo: Exclusive right to all carbonated and non-carbonated nonalcoholic beverages available throughout District. All product must be ordered through Pepsi. Term effective through June 30, 2023.
- c. Compass Group USA, Inc.: Vending machine contract with a term effective through February 28, 2023. Contract will be re-solicited in near future.

2. **Hours of Operation:** Contractor shall provide hours of operation, agreed upon in writing by both District and Contractor. Hours should benefit students and staff who are on-site Monday through Thursday, 7:00 a.m. – 7:00 p.m. and Friday, 7:30 a.m. – 2:00 p.m. The hours of service shall be posted in a mutually agreeable location, including on-line. During Summer intersession, campuses are closed on Fridays. Please see [Academic Calendar](#) located on the District’s webpage for Summer schedule.

3. **Beverages:** No Alcoholic beverages shall be kept, sold or served upon premises of the college.

4. **Catering:** The Contractor shall have the right of first refusal for all campus catering greater than \$500. The Contractor may be given the opportunity to provide catering services such as: concession booths for athletic or social events, coffee services, luncheons, dinners, etc., for staff, students, and other college groups as requested. In the event that the District desires alternative food choices, Contractor will be offered the opportunity to fulfill this request. In the event that the Contractor chooses not to offer the desired food choices, the District shall directly purchase from another food provider.

5. **Accounting:** The Contractor shall be responsible for the collection, retention and accounting of all monies from sales in the food service operation.

5.1. Contractor shall send commission check on a quarterly basis to Vice Chancellor of Business Services (Sahar.Abushaban@gcccd.edu) within thirty (30) working days of the end of quarter. A Statement of Sales and Commission shall be included with each commission check sent to the District. Information on the Statement shall include:

- a. Sales total per month, per college
- b. Commission amount per month, per college

5.2 The Contractor shall maintain financial procedures and record keeping in accordance with generally accepted accounting principles, and shall make said financial records and supporting documents available for inspection, reproduction and audit by the District or its auditors at the District's request.

5.3. Depending on financial contractual obligations between the District and the Contractor, the Contractor shall maintain appropriate records.

5.4. The Contractor shall provide a locking safe that will maintain the monies necessary to run the daily business.

6. **Equipment:** At the beginning of the contract, the Contractor, with the participation and cooperation of the District's designated representative will conduct an inventory of equipment, small equipment on hand, and small-wares and the Contractor will assume the mutually agreed upon condition and count of these goods. Equipment list to be incorporated as part of the executed contract between District and Contractor. Conversely, upon expiration or termination of the contract, a similar inventory will be conducted and the Contractor will be required to maintain the beginning inventory or bring the inventory back to the beginning level. The District is responsible to ensure that all required food service equipment is operational at start-up and the Contractor will maintain in-place equipment as well as new equipment thereafter. Additional equipment deemed necessary by the Contractor to provide services shall be provided and maintained by the Contractor.
7. **Licensing/Governmental Regulations:** The Contractor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to personnel and maintenance of the kitchens, dining rooms, storage areas, clothing, etc. It is understood that the Contractor assumes sole responsibility of observance of and so observes and complies with all provisions of Federal, State and local laws governing or relating to the operation of food service.
8. **Contractor Responsibilities:** The following contractor responsibilities pertain to traditional on-site cafeteria operations and may not be relevant for alternative food service solutions.
 - 8.1. All food products and kitchen supplies.
 - 8.2. Provide all labor, including management, supervision, supplies, materials and additional equipment (excluding built-in fixtures currently in place) necessary to provide Food and Catering Services as specified herein and in the proposal response.
 - 8.3. Taxes, insurance and labor – including wages, benefits, social security, workers compensation and unemployment insurance.
 - 8.4. Appropriate functioning point of sale system with proper sales reporting ability.
 - 8.4.1. Ability for POS system to process Food and Catering Services vouchers and coupons.
 - 8.4.2. Ability to process California Electronic Benefit Transfer (EBT) card for purchases.
 - 8.4.3. Ability to enroll in CalFresh Restaurant Meals Program (RMP) for San Diego County.

- 8.5. Ability to offer 'specials' and other food service updates through digital means including the ability for people to sign up for alerts.
- 8.6. Linens, towels, floor mats, and laundry service.
- 8.7. Disposable supplies including paper plates, cups and utensils.
- 8.8. Uniforms as required.
- 8.9. Routine and frequent sanitation and cleaning of the kitchen and service equipment necessary to the operation of Food and Catering Services including but not limited to cleaning solutions, degreasing chemicals for drains, other treatments as required and preventative maintenance calls; All cleaning chemicals are the responsibility of the Contractor.
- 8.10. Contractor will be responsible for all required licenses, permits and liability insurance.
- 8.11. Small-Wares: All existing small-wares, catering props, and equipment are in place "as is" and unwarranted. Contractor will be responsible for replacement as needed.
- 8.12. The Food Service program should complement the college's educational mission to serve the students and staff. In order to accomplish this effectively, the Contractor must provide:
 - 8.12.1. On-site food service manager with a Manager Serv Safe certification.
 - 8.12.2. Selection of products from vegetarian/vegan to traditional burgers and fries.
 - 8.12.3. Provide a good working environment for the staff. The opportunity to provide employment to the student staff as part of daily operation is key to the overall development of students at District. The District encourages the awarded vendor to employ student staff as part of the daily operations.
- 8.13. Cleanliness: The Contractor shall be responsible for the cleanliness of the kitchen, including facilities and fixed equipment, preparation and serving areas. This includes bussing and cleaning of tables in student and staff dining rooms, sweeping and mopping if needed throughout the day of those same areas and cleaning microwaves daily. State Health Department grade shall be no less than an A. In the event of a grade less than A, this will be unacceptable and considered negligence and will result in default on the Contractor's part. The District reserves the right to perform spot checks that ensure standards are being met.
- 8.14. Contractor's Employees: Contractor will provide the District with an on-site manager. Contractor's manager shall have a valid Manager's Serv Safe Certificate. An official designee of the District will approve the assigned on-site manager. The on-site manager shall not be changed more than one time per year unless mutually agreed upon by District and Contractor. Such changes shall be requested in writing with a 30-day minimum written notice from District or Contractor, with the exception of any immediate terminations.
- 8.15. Contractor shall include statements regarding employment policies to include, but

not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting. Contractors employees shall at all times abide by the District's rules, regulations, policies and procedures while on the District premises. Please visit [District website](#) for policies and procedures.

8.16. The Contractor shall require certification that food and beverage handlers under this contract have taken and passed a food handler's examination; these costs shall not be borne by the District.

8.16.1. Contractor shall maintain adequate staff for efficient service at all times.

8.16.2. Contractor shall use hiring practices acceptable to the District.

8.16.3. Contractor shall ensure that staff may not solicit tips.

8.17 Contractor shall be responsible for oil containment system, recycling, and maintenance.

9. District Responsibilities: The following District responsibilities pertain to traditional on-site cafeteria operations and may not be relevant for alternative food service solutions.

9.1. Provide space and facilities reasonably required by the Contractor for the efficient operation of its Food and Catering Services, all of which shall be and remain the sole property of the District.

9.2. Provide keys to access necessary areas for food service preparation and service.

9.3. Designate a liaison for primary contact to conduct business.

9.4. Maintenance and repair of the building and of all plumbing, heating, air conditioning, and electrical systems necessary to the operation of the building.

9.5. District is responsible for hood cleaning on a bi-annual or as needed basis and fire suppression certification.

9.6. District is responsible for replacement and/or repair of existing equipment on as needed basis.

9.7. Provide access to an academic calendar for the guidance of the Contractor prior to the beginning of each fiscal year (July 1).

9.8. Provide parking permits and access to the location.

9.9. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).

9.10. Provide outside trash bin and trash collection services.

9.11. District is responsible for maintaining main grease traps.

B. Term

The District is seeking a three (3) year agreement with two (2) optional one (1) year renewals, for an effective

date of July 1, 2023 through June 30, 2026. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties.

C. Proposal Format

It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all features and benefits as well as all costs related to the successful implementation of the products and services requested. If there are additional costs or requirements that are not covered in the RFP and appendices it is the vendor's responsibility to present that information. Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the format specified. Failure to follow this format may constitute disqualification from consideration.

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Font size large enough to be easily legible, but not smaller than 10 point. Failure to provide a complete proposal may constitute disqualification.

Proposal shall be organized and indexed in the format noted below.

1. **Letter of Interest:** The individual who is authorized to bind the Bidder's business contractually, must sign the cover letter, which must accompany the Bidder's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Bidder's firm. An unsigned cover letter shall cause the Proposal to be rejected. The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:
 - 1.1. The name, title or position, email and telephone number of the individual signing the cover letter.
 - 1.2. A statement indicating the signer is authorized to bind the Bidder contractually.
 - 1.3. The name, title or position, email and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
 - 1.4. A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
 - 1.5. A statement expressing the Bidder's willingness to perform the services as described in this RFP.
2. **Executive Summary:** A one or two-page executive summary of your proposal, including brief descriptions of your company's expertise and experience dealing with a contract of similar size and scope.
3. **Vendor Profile:** Describe the nature and history of the company. Provide evidence of capacity to perform services proposed, history of providing similar performance to other institutions, and evidence of financial stability and viability. Provide office location(s) and operating hours. Include a current list of clients employing proposed solutions. Provide biography and resume

of dedicated account representative to be assigned to the District.

4. **Proposed Solution:** Provide a complete background and description of the proposed solution, explain how it fulfills the needs outlined in this RFP and Section D. Scope of Work, and how related services will be delivered to District.
5. **Menu Options and Pricing:** Provide sample menu options and include pricing information.
6. **References:** Provide a minimum of three (3) verifiable references (preferably from a multi-level or multi-campus California public or private educational institution or public agency). This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.
7. **Commission/Revenue Proposal:** Provide detailed and itemized commission proposal for all services specified in Section D. Scope of Work. Thorough explanation of commissions paid to the District as part of this contract.
8. **RFP Terms and Conditions Acceptance:** Provide statement accepting all terms and conditions of this RFP, including all appendices and exhibits. Identify any assumptions and exclusions to this RFP. No additional terms and conditions will be evaluated following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
9. **Equal Opportunity Affirmative Action Statement (Exhibit A):** The Bidder shall submit an Equal Opportunity Affirmative Action Statement assuring that it will not discriminate in its hiring or employment practices in performing the work and services.
10. **Non-Collusion Affidavit (Exhibit B):** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
11. **Additional Materials:** Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

EXHIBIT A
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Every person, firm, company, or corporation with whom the Grossmont-Cuyamaca Community College District does business in the amount of \$10,000 or more, or cumulative contracts totaling \$10,000 or more, is required to sign the following statement:

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any sub-consultants employed on the work.

Name: _____

Signature: _____

RFP No. _____

EXHIBIT B
NONCOLLUSION DECLARATION

The undersigned declares:

I, _____, am the _____ of _____,
(PRINTED NAME) (TITLE) (COMPANY NAME)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true.

The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and

that this declaration is executed on _____, at _____.
(DATE) (CITY, STATE)

Name: _____

Signature: _____

RFP No. _____

EXHIBIT C EVALUATION CRITERIA

Bidder Name:

Evaluator:

Criteria	Rating
Responsiveness to RFP Requirements	PASS/FAIL
Proposal specifically addresses the requirements as outlined in the RFP.	
Vendor Profile:	15 POINTS POSSIBLE
<ul style="list-style-type: none"> ● Experience with similar scope. ● Financial stability, company viability, and resources. ● Organizational/staffing capacity. ● Dedicated account manager. 	
Proposed Solution:	35 POINTS POSSIBLE
<ul style="list-style-type: none"> ● Complete background and description of proposed solution. ● Fulfills needs outlined in RFP. ● Delivery of proposed solution. ● Feasibility of proposed solution. 	
Menu Options and Pricing:	25 POINTS POSSIBLE
<ul style="list-style-type: none"> ● Sample menu options fulfill needs outlined in RFP. ● Variety and nutritional value of menu. ● Affordable pricing. 	
References:	15 POINTS POSSIBLE
<ul style="list-style-type: none"> ● Minimum of three (3) verifiable references, preferably from a multi-level or multi-campus California public or private educational institution or public agency. 	
Commission/Revenue Proposal:	10 POINTS POSSIBLE
<ul style="list-style-type: none"> ● Proposal reflects clear, complete, feasible commission. 	
TOTAL POINTS	