



**RFP #21-22-01
FOOD SERVICE OPERATIONS AT
IMPERIAL VALLEY COLLEGE**

RFP DUE DATE
April 29, 2022 @ 4:00 p.m.

**LATEST DATE/TIME FOR SUBMITTING
REQUEST FOR CLARIFICATION**
April 14, 2022 @ 4:00 p.m.

PRE-BID MANDATORY CONFERENCE
April 8, 2022 @ 3:00 p.m.
Imperial Valley College
Building 600 – College Center
380 East Aten Road
Imperial, CA 92251

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NOTICE INVITING PROPOSALS FOR FOOD SERVICE OPERATIONS

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

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

Firms with the experience and capacity to provide food services at Imperial Valley College (Respondents) are invited to submit proposals responding to the RFP. Proposals shall be responsive to the requirements described in the RFP. The RFP may be obtained without cost at <https://www.imperial.edu/about/request-for-proposals/> or by contacting Cesar L. Vega, the District’s Vice President for Administrative Services at (760) 355-6448.

Sealed proposals will be received at the office of the District’s Vice President for Administrative Services, Imperial Valley College, 380 E. Aten Road, Imperial, California, 92251, no later than **April 29, 2022 @ 4:00 p.m.** Any proposal submitted thereafter will not be considered and will be returned unopened.

Proposals submitted in response to the RFP shall not be withdrawn for ninety (90) days after the latest date for submitting RFP Responses.

The District reserves the right to waive minor irregularities or informalities in the Proposals submitted. Award of the Food Services Agreement will be by action of the District’s Board of Trustees.

Advertisement Dates: **March 2, March 16, and March 30, 2022**

BOARD OF TRUSTEES
IMPERIAL COMMUNITY COLLEGE DISTRICT
By: Cesar L. Vega
Vice President for Administrative Services

Contacts/Project Identification

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

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

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

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

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

1. INTRODUCTION

- 1.1. The District. The District is a California public community college district serving the Imperial Valley and adjacent areas by providing higher education services at Imperial Valley College (IVC) and other District owned or managed facilities. IVC one of 116 community colleges forming a part of the California Community College system. More than 7,450 full and part-time students are enrolled in day and evening classes each semester. The regular academic calendar runs approximately from the second week in August through the end of May. Summer session classes are offered Mondays through Thursdays and run from the middle of June through the third week in July. Food service is also provided for the summer school program. There are no residence halls on the IVC campus. IVC employs 301 full-time faculty and staff and 226 part-time employees
- 1.2. IVC Student Demographics. Demographics of students enrolled at IVC generally reflect the general population of Imperial County, as summarized below.

Gender		
Male	Female	Not Reported
3,812 (44%)	4,782 (55%)	80 (1%)
Age		
Under 20	20-30	30+
2,885 (33%)	4,034 (47%)	1,755 (20%)
Ethnicity		
African American		1.3%
American Indian/Alaska Native		0.1%
Asian		0.7%
Hispanic		92.4%
Native Hawaiian or Other Pacific Islander		0.0%
Two or More Races		0.8%
Unknown		1.3%
White		3.4%
Enrollment		
FT Students (9 – 15 or more units)		4,146 (47.8%)
PT Students (0.1 – 8.9 units)		4,527 (52.2%)
Fall 2019 Total Enrollment		8,674

2. FOOD SERVICES OVERVIEW

- 2.1. District Objectives. The District seeks proposals from experienced and qualified food service vendors (“Contractors”) who will provide made-to-order hot food, heat-and-serve, sandwiches, salads, campus catering, soups and other “grab and go” food items which are nutritious, healthy and reasonably priced options for students and staff at IVC.
- 2.2. IVC Building 600 Cafeteria. The Contractor awarded the Food Service Agreement will be permitted to use the existing improvements that are described as the Building 600 Cafeteria (“Cafeteria”) and the furniture, furnishing and equipment situated in the Cafeteria (“Cafeteria FFE”) to provide food services. The Building 600 Cafeteria is generally identified in Attachment 1. The Cafeteria FFE are identified and described in Attachment 2 to this RFP. Notwithstanding the Contractor’s right to use the Cafeteria and Cafeteria FFE for providing food services, under the terms of the Food Service Agreement, the Contractor is responsible for loss, theft, damage or destruction of the Cafeteria and Cafeteria FFE.

- 2.3. Food Service Hours and Days. The Contractor awarded the Food Service Agreement will be required to provide food services at the Cafeteria from 6:45 AM to 9:00 PM Mondays through Thursdays and from 7:00 AM to 2:00 PM on Fridays during academic sessions at IVC. The District and Contractor will mutually agree on the days/hours of IVC Cafeteria food services during summer sessions and times when no academic sessions are conducted at IVC.
- 2.4. Current Food Service Operations. There is no existing contract between the District and a food service vendor. IVC is currently meeting campus food service needs on a temporary basis with independent food truck operators.
- 2.5. Vending Machines and Other Exclusions. This RFP does not include vending machine services, sales of food/beverage products in the IVC Bookstore, or exclusive rights to food/beverage catering for rentals and campus events. The District retains the right to contract separately for vending machine services, sell food/beverage products in the IVC Bookstore and hold non-recurring fund raising events, Associated Students events and other similar student/faculty/staff events on the IVC campus that serve food/beverage products which are not provided by the Contractor awarded the Food Services Agreement. The District retains the right to use the Dining Area of the Cafeteria upon prior notice.
- 2.6. Contractor Completion of Food Services. Except for the Cafeteria and the Cafeteria FFE, the Contractor will be required to provide all other labor, equipment, furnishings, food stuff to provide food service and perform the Contractor’s obligations under the Food Services Agreement.
- 2.7. Menu Selection. The Contractor awarded the Food Services Agreement will provide prepared-to-order and pre-prepared “grab and go” food items that which: (i) address the broad range of consumer preferences; (ii) include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.; (iii) offer a broad range of healthy choices; and (iv) provides culturally diverse menu selections that regularly rotated. Menu offerings should:
- Provide healthy and nutritious meals
 - Minimize use of processed food items and maximize use of organic and low-fat food products
 - Provide vegetarian and vegan options
 - Reflect IVC student demographics
- 2.8. Food Services Operations. The food service operations will be conducted consistent with the following
- Disseminate information and feature displays which serve to educate consumers in becoming better informed and in developing healthier habits, e.g., nutritional requirements, nutritional content of foods served, deceptive packaging and labeling of food products, etc.
 - Employ environmentally sound practices which will further the District’s efforts to implement sustainable practices, including recycling, and water, wastewater and electricity conservation.
 - Provide ease of payment by accepting credit cards, debit cards or EBT cards for cafeteria purchases.
 - Provide a supportive working environment for employees with on-going food service management and customer service training
 - Provide easily accessible comprehensive information on the content of foods served which includes ingredients statements for food allergies and sensitivities, and nutritional information
- 2.9. Food Services Agreement. This overview is general in nature. The Contractor’s specific responsibilities for providing food service are set forth in the Food Services Agreement incorporated

into this RFP as Attachment 3.

3. RFP RESPONSE SUBMITTAL GUIDELINES

- 3.1. RFP Communications. Communications from Respondents to the District relating to this RFP shall be submitted only to the District's Contract Administrator. Respondents shall not directly or indirectly communicate with any of the following relating to this RFP: (i) District employees; (ii) any member of the District Board of Trustees; or (iii) any agent, representative of the District or independent contractor to the District. The RFP Response of a Respondent who communicates with any of the foregoing relating to this RFP will be rejected for non-responsiveness.
- 3.2. Mandatory Pre-Proposal Conference; Respondents List. The District will conduct the Mandatory Pre-Proposal Conference at the date, time and location set forth in the RFP. The Mandatory Pre-Proposal Conference must be attended by: (i) an executive or principal of the Respondent and; (ii) the Respondent's proposed Cafeteria Manager if the executive/principal is not the proposed Cafeteria Manager. Respondents attending the Mandatory Pre-Proposal Conference will be identified in the Respondents List. ***A Response to this RFP submitted by a Respondent who is not on the Respondents List will be rejected for non-responsiveness.***
- 3.3. District Modifications to RFP; RFP Addenda. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing in the form of an Addendum to this RFP. Addenda will be distributed by the District to Respondents on the Respondents List. ***If the District issues any RFP Addenda, failure of a Respondent's Proposal to acknowledge review of all RFP Addenda issued by the District will result in rejection of the Proposal for non-responsiveness.***
- 3.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 3.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosures of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.
- 3.6. Errors/Discrepancies/Clarifications to RFP. If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify the District's Contract Administrator of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to the District's Contract Administrator.

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

- 3.7. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP shall be borne solely and exclusively by the Respondent.
- 3.8. Negotiations. The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its principals or others with full and complete authority to bind the Respondent.
- 3.9. Notice of Intent to Award Food Services Agreement. At least five (5) days prior to the date of the District's Board of Trustees meeting to consider award of the Food Services Agreement, the District will issue a Notice of Intent to Award the Food Services Agreement, identifying the Respondent to whom the District intends to award the Food Services Agreement and the date/time/place of the District's Board of Trustees meeting at which award of the Food Services Agreement will be considered.
- 3.10. Bid Protest. Any Respondent submitting a RFP Response to the District may file a protest of the District's intent to award the Food Services Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice President, Administrative Services not more than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the Food Services Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's President, Administrative Services or other individual designated by him/her shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's President, Administrative Services is final and not subject to appeal to any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Vice President, Administrative Services (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relating to the bidding process, the District's intent to award the Food Services Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
- 3.11. Execution of Food Services Agreement. If the Board of Trustees awards the Food Services Agreement, the Respondent awarded the Food Services Agreement shall execute and return the executed Food Services Agreement to the District within ten (10) working days after the Board of Trustees takes action approving award of contract. Notice of the Board of Trustees award of the Food Services Agreement will be communicated via email. The Food Services Agreement shall be made

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

4. SUBMISSION OF RFP RESPONSES.

- 4.1. Sealed Proposal. All materials forming a part of a Respondent's Proposal shall be submitted in a sealed envelope with the exterior of the envelope prominently marked to identify this RFP and the name of the Respondent.
- 4.2. Latest Date/Time for Submission of RFP Response. The latest date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually received in the office of the District's Vice President for Administrative Services at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses.
- 4.3. Location for Submission of RFP Response. RFP Responses must be submitted to the office of the District's Vice-President for Administrative Services. Respondents are advised that the District utilizes a central mailroom for receipt of items delivered by United States Postal Service and courier services (FedEx, DHL, etc.). RFP Responses delivered to the District's central mailroom are not deemed delivered to the District's Vice-President for Administrative Services until delivery of a RFP Response by central mailroom personnel to the office of the District's Vice-President for Administrative Services is effectuated. Accordingly, Respondents are encouraged to personally delivery RFP Responses directly to the office of the District's Vice President for Administrative Services or to retain a private service to personally deliver RFP Responses to the Office of the Vice President for Administrative Services. The address of the District's Vice-President for Administrative Services is:

Imperial Valley College
380 E. Aten Road
Imperial, California 92251
Attn: Cesar L. Vega

4.4. RFP Response Contents/Format.

- 4.4.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12-point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond to the RFP Response Format described in Paragraph 4.4.4 below.
- 4.4.2. Additional Materials. Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4.4 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials from the RFP Response addressing the matters set forth in Paragraph 4.4.4.
- 4.4.3. Copies of RFP Response. Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and eight (8) copies of their respective RFP Responses.
- 4.4.4. RFP Response Format/Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFP

Response in the format and with content conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.

Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFP or the RFP Response.

Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing on-going architectural services and a brief statement of the qualifications of the Respondent to provide the requested architectural services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.

Table of Contents. Include a Table of Contents reflecting each of the following sections of the RFP Response:

Tab 1; Company Information and Questionnaire. Complete the Company Information and Questionnaire incorporated as Attachment 4 to this RFP.

Tab 2; Proposed Cafeteria Menu. Provide the proposed menu items that will be offered over a twelve (12) month period from August 1, to July 31 in the Cafeteria. Include a description of the frequency of menu item rotations and pricing for proposed menu items. Include any proposed seasonal/special occasion menu items i.e., Christmas, football season, etc.

Tab 3; Proposed Catering Menu. Provide a proposed catering menu for IVC campus events with three (3) alternative service levels: (i) table line with decorations, china dinnerware, glassware and silverware; (ii) paper dinnerware and disposable utensils; and (iii) pick-up/carry-out.

Tab 4; Current Food Service Menus. Provide the menus over the prior three (3) years for all commercial/retail food services operated by the Respondent.

Tab 5; Proposed Marketing Plan. Provide a description of the marketing efforts the Respondent proposes to implement to promote food services at the Cafeteria. Include any proposed text or graphic proposed marketing materials. Include proposed plans for engaging IVC campus stakeholders (students, staff, and administration) with development of menu selections.

Tab 6; Proposed Cafeteria Team. Identify the key members of the Respondents' staff that will be assigned to provide food services at the Cafeteria. For each staff member, provide: (i) the assigned tasks/responsibilities; (ii) description of qualifications and background to complete the assigned tasks/responsibilities. Include resumes for the proposed personnel of the Respondent.

Tab 7; Proposed Cafeteria Modifications. Provide detailed descriptions of any proposed modifications to the Cafeteria, additional Cafeteria FFE and other facilities or services enhances to improve and promote Cafeteria food services sales.

Tab 8; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent for each policy of insurance with at least the minimum coverage limit for each policy of insurance set forth below.

Required Insurance Policy Certificate	Minimum Respondent Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per Occurrence/Two Million Dollars (\$2,000,000) aggregate

Tab 9; Food Service Agreement Comments. Included with this RFP as Attachment 3 is the Food Services Agreement. Respondents must thoroughly review the Food Services Agreement and must in their respective RFP Responses identify any term or condition of the Food Services Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFP must set forth the text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached Food Services Agreement will be deemed to have agreed to all terms and conditions set forth therein.

Tab 10; Proposal. Complete the form of Proposal (RFP, Attachment 5).

Tab 11; Non-Collusion Affidavit. Complete the form of Non-Collusion Affidavit (RFP, Attachment 6).

5. RFP RESPONSE EVALUATION

- 5.1. Selection Committee. The District has established a Selection Committee consisting of District employees to review and evaluate RFP Responses. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness.
- 5.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the relative weight of each evaluation criteria are set forth below:

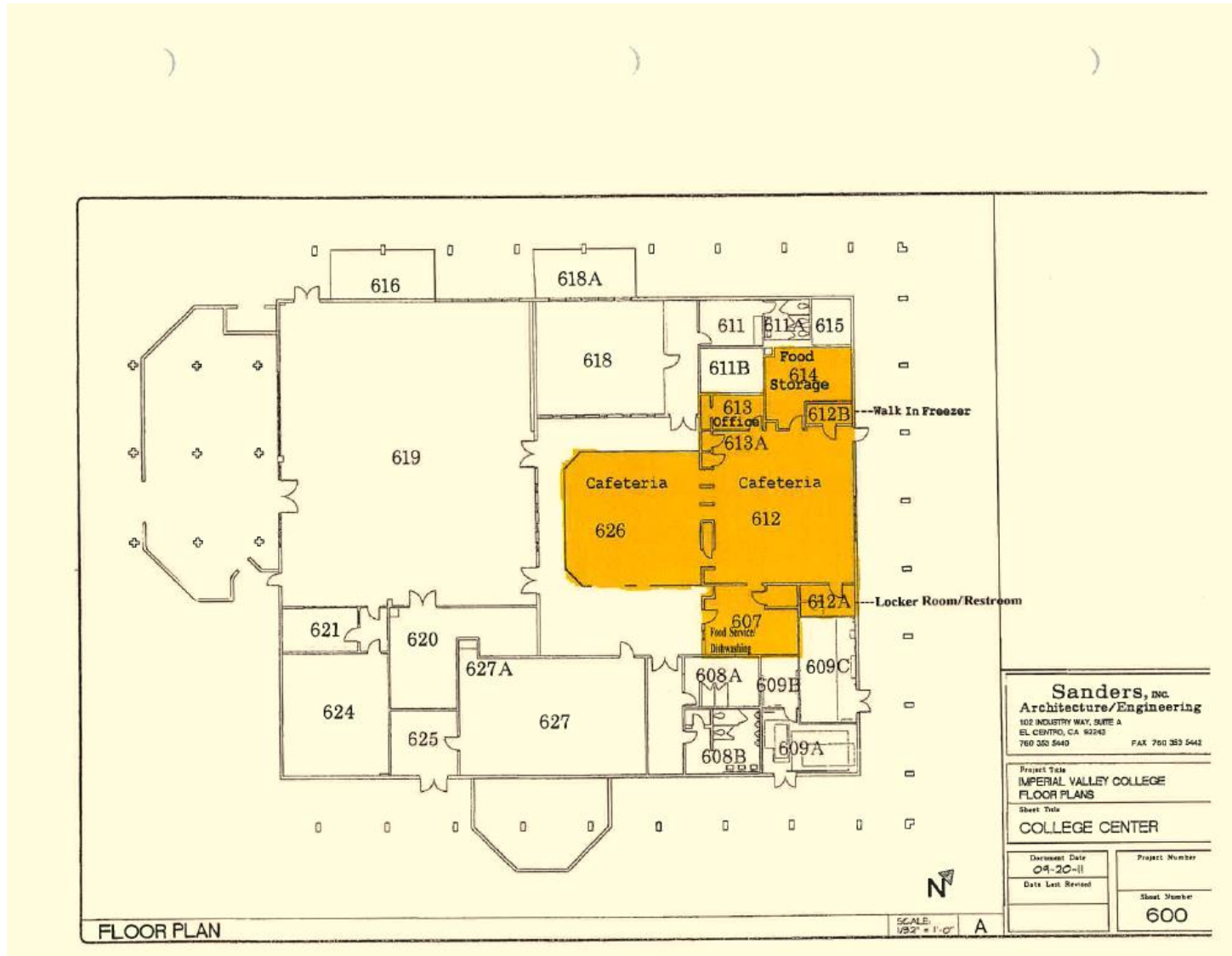
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Evaluation Criteria	Maximum Score
<p>Experience The Respondent and its proposed team will be evaluated based on experience in providing commercial/retail food service.</p>	20
<p>Proposed Menu Evaluation of the proposed menu(s) for (i) variety; (ii) consistency of healthy, nutritious and high-quality offerings; and (iii) frequency of menu item rotations.</p>	20
<p>Proposed Menu Pricing Evaluation of the proposed pricing of menu items</p>	25
<p>Proposed District Compensation Evaluation of proposed compensation to the District for use of the Cafeteria and Cafeteria FFE to provide food services; evaluation of proposed contributions to the Imperial Valley College Foundation</p>	20
<p>Responsiveness to RFP Responsiveness to the requirements of this RFP will be evaluated.</p>	15
Maximum Score	100

- 5.3. Selection Committee Recommendation. The Selection Committee will make a recommendation to the District Board of Trustees for award of the Food Services Agreement to the Respondent submitting the highest scored RFP Response based on the Evaluation Criteria set forth above and the Selection Committee scoring of the RFP Responses. The foregoing notwithstanding, the Selection Committee may make a recommendation for award of the Food Services Agreement to a Respondent who did not submit the highest scored RFP Response provide that such recommendation is supported by substantiating of the basis for such an award.
- 5.4. Award of Food Services Agreement. Notwithstanding any recommendations of the Selection Committee, authority to award the Food Services Agreement is vested solely in the District’s Board of Trustees.

[END OF DOCUMENT]

ATTACHMENT 1



ATTACHMENT 2

IMPERIAL VALLEY COLLEGE MAINTENANCE & OPERATIONS CAFETERIA INVENTORY		
DESCRIPTION		TOTAL
BLENDER (NINJA BRAND)		1
BOWL, SOUP		49
BUTTER KNIVES		45
CAKE PAN, SMALL		2
COFFEE CUPS		33
CONDIMENT CONTAINER (PLASTIC)		7
CONDIMENT CONTAINERS		7
CONDIMENT CONTAINERS SMALL		14
CONTAINERS, METAL W/LIDS		19
CUTTING BOARDS		4
DEEP FRYER STRAINERS, SMALL		4
FONDUE POT		1
FOOD WARMER		3
FORKS		24
HOT DOG WARMER		6
KNIVES, LARGE		15
PAN, RECTANGULAR		48
PAN, SMALL		29
PLATE, SALAD		238
PLATES, DINNER		65
POT, LARGE		21
POTS, MEDIUM		5
POTS, SMALL		7
SALAD BOWL CONTAINERS (PLASTIC)		9
SALAD CONTAINERS (PLASTIC)		4
SAUCERS FOR COFFEE CUPS		30
SPOONS		37
STAINLESS STEEL BASKET		2

FOOD SERVICES AGREEMENT

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

RECITALS

WHEREAS, in February, 2022, the District issued a Request for Proposal #21-22-01 ("the RFP") pursuant to which the District requested proposals to provide food services at the cafeteria/student food service area situated at the District’s Imperial Valley College campus (“Cafeteria”).

WHEREAS, the Cafeteria is located in Building 600 of the Imperial Valley College Campus; the Cafeteria is the portion of Building 600 identified in the Imperial Valley College Campus map and building layout of Building 600 attached hereto as Exhibit A (“Campus Map; Cafeteria Description”).

WHEREAS, the Cafeteria consists of areas generally described as Food Services Preparation Area (“Food Prep Area”) and Dining Area, as more particularly described in Exhibit A.

WHEREAS, the Cafeteria is furnished with certain personal property owned by the District which are dedicated for food storage, food preparation, and food service at the Site as further described in Exhibit B (“Food Service Equipment”); Exhibit C (“Food Service Preparation Items”); Exhibit D (“Food Service Items”) (Food Service Equipment and Food Services Preparation Items are collectively referred to herein as “Cafeteria FFE”) ; and Exhibit E (“Dining Service Furnishings”); all of the foregoing are collectively referred to as the “Site FFE”.

WHEREAS, on or about April 29, 2022, the Contractor submitted a written response to the RFP (“the RFP Response”); by this reference, the RFP Response is incorporated herein.

WHEREAS, the Contractor is engaged in the business of providing institutional food and beverage services for sale to the general public (“Food Services”); the Contractor is duly qualified, licensed and otherwise authorized by law to engage in the business of providing the Services.

WHEREAS, this Agreement establishes the terms and for the Contractor to provide the Services at the Site.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties and each of them, the Parties agree as follows:

1. General.

- 1.1. Contractor Use of Cafeteria and Cafeteria FFE. The District grants the Contractor the right to use and occupy the Cafeteria and use of the Cafeteria FFE for the sole purpose of providing Food Services and completing Contractor obligations under this Agreement.
- 1.2. Labor, Materials, Equipment and Services. Except for the Cafeteria FFE, the Contractor shall provide all labor, materials, equipment and services necessary to provide the Food Services at the Site in accordance with the terms of this Agreement. Food Services generally consist of comprehensive high-quality, healthy and appealing food and beverage items prepared by others or prepared by the Contractor at the Site in advance or “to-order” which are offered for sale to the public for at the Cafeteria for consumption at the Cafeteria or away from the Cafeteria.
- 1.3. Contractor Representations. The Contractor represents to the District:
 - 1.3.1. Food Services Qualifications and Authority. The Contractor and all personnel engaged by the Contractor to provide Food Services and complete the Contractor’s obligations under this Agreement shall be at all times skilled and experience in providing Food Services and licensed, certified or otherwise approved to complete or provide Food Services, including without

limitation, California Food Handler Cards and California Food Safety Certification and Imperial County laws, rules and regulations relating to Food Services and Food Services facilities.

- 1.3.2. Contractor Authority. The Contractor is a legally organized entity under the laws of the State of California. At all times during the Term of this Agreement, the Contractor shall obtain and maintain all licenses, permits or other approvals issued by any governmental authority having jurisdiction over the Contractor's business, business operations or Food Services provided by the Contractor.
- 1.3.3. Conflict of interest. Contractor represents 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 the Food Services and other Contractor obligations hereunder. Contractor further promises and represents that in the performance of the Agreement, no personnel having any such interest shall be employed by Contractor.
- 1.4. Standard of Care. The Contractor shall provide Cafeteria Food Services and complete its obligations under this Agreement in accordance with the standard of care and skills of others providing similar services under similar circumstances in the geographic area of the District.
- 1.5. Meetings. At a minimum, the Contractor shall meet with the District's Vice-President of Administrative Services at on a monthly basis relating to the Services and this Agreement. The District may, in its sole discretion, increase or decrease the frequency of monthly meeting as deemed appropriate by the District under the then existing circumstances.
- 1.6. Imperial Valley College Advertising. Contractor may distribute appropriate advertising materials, such as flyers, on the Imperial Valley College campus in areas designated for that purpose with the prior written consent of District (as to content and location) which may be granted, conditioned or denied in the sole discretion of the District.
- 1.7. Student/Faculty/Staff Surveys. Contractor shall conduct student, faculty and staff surveys during the Fall and Spring semesters of each year. The surveys shall be used by Contractor as a basis for improvements and enhancements to the Contractor's Food Services operation. Upon District's request, Contractor shall provide to the District copies of any such survey results as requested.
- 1.8. Operational Services. Contractor shall procure all laundry, linen and other services necessary for operations under this Agreement, except as otherwise noted herein.
- 1.9. Operational Expenses. Contractor shall promptly pay and discharge any and all management and/or operation costs and expenses incurred by Contractor pursuant to the performance of this Agreement.
- 1.10. Property Damages. The District is not responsible for loss, damage or theft of the property of the Contractor or the Contractor's personnel, nor is the District responsible for any damage(s) to the storage of Contractor's property.
- 1.11. Reports. Contractor shall prepare and file all reports and returns required by any governmental agency with respect to Contractor's operations under this Agreement.
- 1.12. Operational Reports. Contractor shall furnish accounting, statistical and dietetic information and reports such as may be deemed necessary by the District in connection with Contractor's operations under this Agreement.
- 1.13. Web Page Communications. Subject to District review and pre-approval, Contractor shall provide content for placement on the District's web page, which may include catering menus, daily specials and any other appropriate information.

2. TERM.

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

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

- 3.1. Monthly License Fee. In consideration of the use and occupancy of the Cafeteria and the Cafeteria FFE, the Contractor shall make a Monthly License Fee payments to the District as follows:

Months 1-12 of Initial Term	One Thousand Dollars (\$1,000) per month
Months 13-24 of Initial Term	One Thousand Five Hundred Dollars (\$1,500) per month
Months 25-36 of Initial Term	Two Thousand Dollars (\$2,000) per month

The Monthly License Fee shall be paid in advance on the first day of each month of Term without demand, offset or deduction.

- 3.2. Food Services Commission Payment. The Contractor shall pay to the District the following Commission Payments:

Cafeteria Food Services	_____ percent (____%) of net sales (gross sales less sales tax)
Campus Catering	_____ percent (____%) of net sales (gross sales less sales tax)
3 rd Party Catering	_____ percent (____%) of net sales (gross sales less sales tax)

Commission Payments shall be due on the fifteenth (15th) day of each month, accompanied by any required revenue and expense statements and reports and payable to: “Imperial Community College District” and delivered to the District at: _____.

- 3.3. Annual Donations. In addition to the Monthly License Fee and Commission Payments due from the Contractor, the Contractor shall make an Annual Donation in the amount of _____ Dollars (\$_____) to the District’s _____. The Annual Donation shall be made at the commencement of the Term and annually thereafter on the anniversary date of the commencement of the Term.
- 3.4. Security Deposit. Contractor shall deposit the total sum of Seven Thousand Five Hundred Dollars (\$7,500) as the Security Deposit to ensure the Contractor’s full, complete and faithful performance of the Contractor’s obligations under this Agreement. The Contractor shall deposit portions of the total Security Deposit as follows:

Upon execution of this Agreement	Two Thousand Five Hundred Dollars (\$2,500)
Six (6) months after the commencement of the Term of this Agreement	Two Thousand Five Hundred Dollars (\$2,500)
Twelve (12) months after the commencement of the Term of this Agreement	Two Thousand Five Hundred Dollars (\$2,500)

The Parties agree that District may apply all or any portion of the Security Deposit, without interest, to cure any default by Contractor under this Agreement. Contractor shall immediately pay to District a sum equal to the portion of the Security Deposit expended or applied by District as allowed herein, so as to maintain the Security Deposit in the sum initially deposited with District. Contractor’s failure to timely replenish the Security Deposit shall constitute a material breach of this Agreement. If Contractor is not in default upon expiration of the Term or the earlier termination of this Agreement, District shall return the Security Deposit to Contractor within fifteen (15) days of Contractor vacating the Cafeteria. The District’s obligations with respect to the Security Deposit are those of a debtor and not a trustee. District may maintain the Security Deposit separate and apart from District’s general funds or commingle the Security Deposit with District’s general and other funds.

4. FOOD SERVICES.

4.1. General.

- 4.1.1. Quality. Food Services generally consist of comprehensive high-quality, healthy and appealing food and beverage items prepared by others or prepared by the Contractor at the Site in advance or “to-order” which are offered for sale to the public for at the Cafeteria for consumption at the Cafeteria or away from the Cafeteria. The Contractor provide Food Services at the Monthly Menu Planner accepted by the District. By mutual agreement of the Contractor and the District, the Contractor may provide Food Services at other locations of the Imperial Valley College campus or other facilities owned or operated by the District.
- 4.1.2. Display. All products shall be attractively displayed.
- 4.1.3. Product Availability. Products shall be stocked and available for purchase.
- 4.1.4. Temperature. All hot products shall be served hot; all cold products shall be served cold and in compliance with any and all applicable Health Department regulations.
- 4.1.5. Housekeeping and Sanitation. Housekeeping and sanitation shall always conform to the highest possible standards.
- 4.1.6. Packaging. All packaging shall be attractive and appropriate. Contractor shall employ environmentally sound practices to reduce waste and comply with the District’s recycling/sustainability policies. When reasonably possible, Contractor shall use packaging that is made of 100% recycled-content paper products and shall use vegetable-based plastic, biodegradable and/or recyclable products. Contractor shall not use polystyrene or “Styrofoam” products.
- 4.1.7. Spills and Debris. All spills and debris shall be promptly removed and cleaned.

4.2. Days and Hours of Cafeteria Operations. The Contractor shall operate the Cafeteria for Food Services during the following days and hours:

Mondays – Thursdays 6:45 AM – 9:00 PM
 Fridays 6:45 AM – 2:00 PM

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

- 4.3. Cafeteria FFE. Cafeteria FFE shall be used by Contractor solely for completing Food Services under this Agreement. During the Term of this Agreement, the Contractor shall be solely responsible for maintaining the Cafeteria FFE in operational and hygienic condition. The foregoing shall include the Contractor's completion of all manufacturer recommended maintenance of Cafeteria FFE with manufacturer approved parts/materials and manufacturer approved/certified personnel. Upon expiration of the Term or earlier termination of this Agreement, the Contractor shall restore the Cafeteria FFE to the condition existing at the commencement of the Term, reasonable wear and tear excepted.
- 4.4. Campus Catering. Students, faculty and staff are not required to use Contractor but may request a proposal from Contractor for catering of Food Services ("Campus Catering") at events sponsored by District students, faculty or staff. Contractor will provide Campus Catering that includes the highest quality of food and service. The foregoing notwithstanding, the Contractor shall not have exclusive rights to provide Campus Catering. If the Contractor is requested to submit a proposal to provide Campus Catering, the Contractor shall provide menu pricing incorporating at least three (3) alternative service levels: (i) table line with decorations, china dinnerware, glassware and silverware; (ii) paper dinnerware and disposable utensils; and (iii) pick-up/carry-out. If the Contractor provides any Campus Catering Services, all such Catering Services are expressly subject to the following: (i) the District shall have no liability, responsibility or other obligation for payment of the costs, fees or expenses to complete Campus Catering Services; and (ii) in addition to the Contractor's indemnity obligations set forth in this Agreement, the Contractor shall defend, indemnify and hold harmless the District from all claims, demands, liabilities, actions or causes of actions arising out of related to Campus Catering Services.
- 4.5. 3rd Party Catering Services. The Contractor may, with prior consent of the District, provide food/beverage catering services for events which are not conducted at the Imperial Valley College campus or Cafeteria and which are not sponsored by the District, campus or student/staff organizations ("3rd Party Catering Services"). Prior to committing to or contracting to provide 3rd Party Catering Services, the Contractor shall submit a written request to the District for consent to provide 3rd Party Catering Services which sets forth: (i) the name of the person or organization requesting 3rd Party Catering Services; (ii) a description of the nature, purpose and mission objectives of the person or organization requesting 3rd Party Catering Services; (iii) the location for providing 3rd Party Catering Services; (iv) description of the requested 3rd Party Catering Services; and (v) the proposed terms and conditions of the 3rd Party Catering Services, including the costs, fees or expenses to be paid for the 3rd Party Catering Services. The District may grant, condition or deny consent for the Contractor to provide 3rd Party Catering Services in the sole reasonable discretion of the District, taking into account factors that include the effect of 3rd Party Catering Services on the Contractor's ability to provide Services at the Service Location(s) in accordance with the terms of this Agreement. The District's response to a Contractor request for consent to provide 3rd Party Catering Services shall be in writing and submitted to the Contractor within a reasonable time after the Contractor's submittal of such a request for consent.
- 4.6. Monthly Menu Planner. Contractor shall prepare and submit to the District each month during the Term proposed daily menus of Food Services, other products offered for sale at the Cafeteria in the ensuing month, along with pricing for Food Services menu items and other products ("Monthly Menu Planner"). Within ten (10) days of the District's receipt of a Monthly Menu Planner, the District shall notify the Contractor of the District's acceptance of the Monthly Menu Planner or revisions required for District acceptance. If revisions to a Monthly Menu Planner are required for District acceptance, the Contractor shall revise and re-submit the Monthly Menu Planner to the District within three (3) business days. The Food Services and other products offered for sale at the Cafeteria in the ensuing month shall be in accordance with the District accepted Monthly Menu

Planner. Notwithstanding the District’s review and acceptance of Monthly Menu Planners, the Contractor remains solely responsible for Food Services.

- 4.7. Availability. The Contractor shall at all times ensure an adequate supply of Food Services items and other products for sale in the Cafeteria which are established in the then current Monthly Menu Planner are available at all times during operation of the Cafeteria. The failure of the Contractor to maintain an adequate supply of Food Services items and other products for sale in the Cafeteria is the Contractor’s default of a material obligation of the Contractor under this Agreement.
- 4.8. Pricing. The pricing Food Services and other products offered for sale in the Cafeteria shall be determined by the Contractor subject to advance approval by the District. Prices must be at least as competitive as those of similar food establishments selling similar food and beverages in the geographic area of Imperial Valley College. All requests for pricing increases or decreases shall be presented in writing to the District at least forty-five (45) days prior to the date of Contractor’s implementation of such pricing change(s).
- 4.9. Prohibited Goods and Services. Contractor shall not offer for sale or sell any tobacco products, alcoholic beverages, or any other products or beverages that are prohibited by District Board Policy, Administrative Regulation, or applicable ordinance, statute, law, code or regulation.
- 4.10. Non-Competition with Food and Beverage Contracts. Although the District does not currently have an exclusive agreement with any firm to provide food/beverage services, the District is under contract with vendors to provide food/beverage services and the District may subsequently contract with a vendor for exclusive food/beverage services (collectively, “Other F/B Agreements”) at a later date. Contractor shall comply with any limitations created by all such agreements including, but not limited to, Contractor agreeing not to sell food or beverage products that are deemed competitive with or disallowed by the terms of Other F/B Agreements.
- 4.11. Forms of Payment. Contractor shall accept payment by: (i) cash; (ii) credit card; (iii) debit card; (iv) contactless payment; and (v) electronic benefit transfer (EBT) card. The Contractor shall implement all necessary data security measures to protect payee data from loss, theft or destruction.
- 4.12. Health Department Visits. Contractor shall respond to required, periodic Health Department visits and shall remedy findings resulting in less than a grade of “A” within thirty (30) days of written notice by Health Department, to the extent that the Health Department violations are Contractor’s fault or responsibility. In the event that any Health Department requirements or violations are the responsibility of the District, the District will remedy the situation as quickly as possible. Health Department grades, evaluations and notices shall be delivered to District’s Vice-President, of Administrative Services within twenty-four (24) hours of Contractor’s receipt. Contractor shall comply with any Health Department posting requirements related to Health Department reviews of the Contractor’s products, services and operation(s).
- 4.13. Customer Satisfaction. Contractor shall promptly address and resolve customer complaints and concerns relating to Food Services or the Site. Contractor shall forward to the District, with three (3) working days of the customer complaint or expression of customer concern, any complaints or concerns that Contractor is unable to resolve to within that period of time. Contractor remains responsible for the resolution of all customer complaints or concerns arising out of Contractor’s sale of any product or performance of Services.

5. CAFETERIA

- 5.1. Contractor Use and Occupancy. Subject to the District’s rights under this Agreement, during the Term of this Agreement, the Contractor shall have exclusive use and occupancy of the Cafeteria. The Cafeteria is located in Building 600 on the Imperial Valley Campus and more particularly described in Attachment A (Cafeteria Layout) attached to this Agreement. Except for the Building 600 structural systems, mechanical system/equipment and plumbing systems, the Contractor shall be responsible for maintaining, repairing (including replacement, if replacement is required in the

reasonable determination of the District) the Cafeteria portion of the Site. Upon expiration of the Term or earlier termination of this Agreement, the Contractor shall restore the Cafeteria to the condition existing at the commencement of the Term, reasonable wear and tear excepted.

- 5.2. Contractor Acceptance; No District Warranties. Contractor acknowledges that neither the District nor any of the District’s agents, servants, or employees, has made any express or implied representation or warranty with respect to the suitability of the Cafeteria for providing the Food Services and completing the Contractor obligations under this Agreement. The Contractor acknowledges that it has been afforded the opportunity to inspect the Cafeteria and based on such investigation and the Contractor’s conclusions, the Contractor has determined the Cafeteria is sufficient for providing Food Services and completing Contractor obligations under this Agreement. The Contractor accepts the Cafeteria in its “as is” condition at the commencement of the Term.
- 5.3. Safety and Sanitation. The Contractor shall maintain the Cafeteria in a clean, hygienic, safe and orderly manner acceptable to the District.
 - 5.3.1. Codes and Regulations. The Contractor shall comply with all federal, state and local health codes and regulations governing sanitation, infection control and the preparation, handling and serving of foods and beverages.
 - 5.3.2. Food Stuff Purchases. Contractor shall ensure that food products for sale are purchased from vendors complying with all applicable federal, state, and local laws concerning sanitary preparation and manufacture of such products.
 - 5.3.3. Cleaning Products. Contractor shall supply appropriate cleaning products and materials in accordance with manufacturer recommendations for use of such products.
 - 5.3.4. Hazardous Materials. The Contractor shall not use or permit the use or storage of any hazardous or toxic materials in on or about the Cafeteria. Contractor shall agree to dispose of hazardous waste in accordance with prescribed policies, procedures and state and local ordinances.
 - 5.3.5. District Reserved Rights. District shall have the right to inspect the Cafeteria and other facilities utilized by Contractor to provide Food Services. The Contractor shall immediately remedy any unsatisfactory safety or sanitary conditions discovered by District as a result of any such inspections. Contractor shall make available to the District for inspection all sanitation inspection reports and other similar reports issued by governmental agencies with regulatory authority over Contractor’s business.
- 5.4. Security. The Contractor is solely responsible for security of the Cafeteria at all hours. Contractor shall positively control all keys and be responsible for access gained through use of such keys by any Contractor personnel. The Contractor is obligated to notify the District’s Public Safety Office and Vice President, Administrative Services of any and all breaches of security, including the immediate notification of the loss of any keys. Any expense incurred by the District as a result of a failure to secure, or due to loss of any key(s), will be charged to the Contractor. The Contractor is solely responsible for loss, theft or damage to property of the Contractor or the Contractor’s employees, agents, representatives or contractors.
- 5.5. Utilities, Storage, Commissary. District shall, without charge, provide Contractor reasonable electrical and water supplies for use in the Cafeteria and for completing the Contractor’s Food Services and other obligations under this Agreement. Should there be a failure of the electrical or water supply for any reason, District shall not be responsible, for any resulting losses to Contractor. District shall, without charge, make available to Contractor at a location reasonably determined by District, locking storage for disposable supplies and refrigeration space for Contractor’s perishable items. District shall not be responsible for any damage to Contractor’s supplies occurring and Contractor hereby assumes the risk of all such losses.

- 5.6. Contractor’s Housekeeping Responsibilities. Contractor shall maintain excellence in housekeeping and sanitation of the Cafeteria. Contractor shall be responsible for all labor, supplies and equipment for housekeeping and sanitation, and shall include the following: daily cleaning of all production, storage and service equipment; receiving, storage and dock areas, employee restrooms and locker areas, kitchen, storerooms and servicing area floors, walls, ceiling, light fixtures and windows; (ii) routine and periodic cleaning of hoods and filters as far as can be reached by hand; (iii) daily (and more frequently as needed), removal of trash and garbage from the Cafeteria; and (iv) routine/regular cleaning and service of grease traps.
- 5.7. District Responsibilities. The District shall, at its own expense, maintain and repair all plumbing, heating, air conditioning and electrical systems in the Cafeteria as necessary to enable the Contractor to perform its services under this Agreement.
- 5.8. Utilities. Contractor shall pay for Contractor’s respective usage of utilities and services, such as water, sewer, electric, gas, garbage, pest control, and similar charges as determined by District based upon either a specific charge for the utility, when possible, or a proportionate amount based upon the square footage assigned to the Contractor’s operation as a part of the total campus or other measurable and metered area. In addition, Contractor shall pay for all telephone charges incurred pursuant to Contractor’s operations under this Agreement.
- 5.9. District’s Right of Inspection. The District shall have the right, at any time, to inspect, or have its designated representative inspect, the operation and condition of the Cafeteria, products and/or Services provided by Contractor, including inspections for the quality and quantity of food sold, pricing, hours of operation, the staffing, management practices, methods of service, and safety, sanitation and maintenance.
- 5.10. District Reserved Rights to Use Dining Area. With reasonable notice to the Contractor, the District shall have the right to make such academic, administrative or recreational use of the Dining Area as, in the opinion of the District will not adversely affect the Contractor’s right to use the Dining Area for Food Services.
- 5.11. Nuisance or Other Act. Contractor shall not commit or suffer to be committed any nuisance or other act or thing, or anything to be done in or about the Cafeteria which would in any manner whatsoever obstruct or interfere with the rights of others, their enjoyment of the premises or create annoyance to them; nor shall Contractor create waste on or about the Cafeteria or use or permit use of the Cafeteria for any improper, immoral, unlawful or objectionable purpose.
- 5.12. Equipment/Training. Contractor shall ensure that each piece of equipment is operating in a proper and safe manner, and train personnel in proper use and maintenance of equipment prior to its use.
- 5.13. Environmental Practices Campus Recycling. Contractor shall employ environmentally sound practices which will further the District’s efforts in recycling, and water, wastewater and utility conservation. Contractor shall comply with all campus recycling requirements and other related environmental or sustainability programs.
- 5.14. Pest Control. Contractor shall arrange for, and pay for, any pest control required for the Cafeteria on a routine, regular basis and as necessary a pest infestation. Prior to having such pest control services performed, Contractor shall first notify the District regarding the nature and location of the intended pest control work to be performed and Contractor shall obtain the District’s approval prior to commencement of any such pest control work. All pest control measures must be in compliance with applicable laws, codes and regulations as well as the District’s sustainability and environmental policies. Where feasible, the Contractor shall utilize non-chemical based, non-toxic pest control measures. The Contractor shall post, as required by law or by the circumstances, all signs and other notices required during or as a result of any pest control measure.

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

6. CAFETERIA FFE

6.1. Contractor Use. During the Term of this Agreement, the Contractor shall have the right to use the Cafeteria FFE for the sole purpose of completing Contractor obligations under this Agreement. The Cafeteria FFE are identified in Attachment B (Cafeteria FFE) to this Agreement. The Contractor acknowledges that prior to entering into this Agreement, the Contractor and as determined to be necessary in the Contractor’s sole determination, the Contractor’s agents, contractors and representatives, have inspected the Cafeteria FFE. Based on such inspection, the Contractor has determined that all Cafeteria FFE are: (i) sufficient for the Contractor’s completion of Services hereunder; and (ii) in good working order and operating/functioning in accordance with their respective intended purposes. The Contractor acknowledges that the District has made no warranties or representations to the Contractor concerning the Cafeteria FFE.

6.2. Cafeteria FFE Loss, Theft, Damage or Destruction. Contractor shall promptly report the loss, theft, damage or destruction of any Cafeteria FFE item to the District’s Vice-President, Administrative Services office in accordance with written procedures established by the District. Contractor is solely liable for any loss, theft, damage or destruction of any Cafeteria FFE item.

6.3. Contractor Responsibilities. If any Cafeteria loss, theft, damage or destruction of any Cafeteria FFE item is covered by a policy of insurance obtained by the Contractor, the Contractor shall assign to the District all insurance proceeds for the theft, damage or destruction of any Cafeteria FFE item and the District shall use such insurance proceeds to repair or replace Cafeteria FFE such to loss, theft, damage or destruction. If such insurance proceeds are insufficient to cover the costs of repair or replacement of such Cafeteria FFE, the Contractor shall be solely responsible for all repair or replacement costs exceeding insurance proceeds. The Contractor is solely responsible for implementing measures to prevent loss, theft, damage or destruction of Cafeteria FFE items.

6.4. Cafeteria FFE Ownership. The District is the fee owner of all Cafeteria FFE and notwithstanding authority of the Contractor to use the Cafeteria FFE under this Agreement, fee ownership of all Cafeteria FFE shall remain with the District. Upon expiration of the Term or the earlier termination of this Agreement, the Contractor shall return to the District all Cafeteria FFE, in good condition, reasonable wear and tear excepted.

7. CONTRACTOR PERSONNEL

7.1. Personnel. All hiring, supervision, training, assigning of duties and termination of employment shall be at solely the responsibility of the Contractor. The Contractor shall employ, train and maintain a regular staff of employees necessary for the proper operation of the cafeteria food services operations under this Agreement. Contractor further agrees to comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to staffing requirements, employee status requirements, payment requirements, hours and benefit requirements, working condition requirements, sanitation requirements, safety requirements, health requirements, etc.

7.1.1. Training and Instruction. Contractor shall ensure that all Contractor personnel are courteous and professional in every respect and are properly uniformed, clean, and hygienic while on duty. All personnel providing Food Services under this Agreement shall be instructed in the following areas: (i) proper preparation/handling of products being offered; (ii) sanitation standards and procedures; (iii) dress standards, personal hygiene and customer services; and

- (iv) safety procedures, including without limitation, infectious disease prevention measures, proper equipment handling procedures and food safety practices. Contractor shall implement regular employee training programs to ensure compliance with the foregoing. As requested by the District, the Contractor shall provide written records of training sessions and employee attendance.
- 7.1.2. Employees/Independent Contractors of Contractor. All persons assigned by the Contractor to provide Food Services or to complete Contractor obligations under this Agreement shall be employees of the Contractor or independent contractors to the Contractor.
- 7.1.3. Personnel Staffing. Contractor shall maintain an adequate level of staffing to provide reasonably prompt service in the Cafeteria at all times during regular operating hours, including additional personnel as necessary for peak hours when service demands are at their highest level.
- 7.1.4. Personnel ID Badges and Background Checks. All Contractor personnel at the Cafeteria shall carry identification identifying them as personnel of the Contractor. The Contractor shall complete a background check/screening of all personnel; the Contractor shall not engage any person to provide Food Services at any District owned or operated facility. All Contractor personnel providing Food Services at a District owned or operated location shall be fingerprinted and/or screened with Livescan for verification that prospective personnel do not have a criminal record which has a direct and adverse relationship with the specific duties to be assigned such person.
- 7.1.5. District Students. To the fullest extent possible, the Contractor shall utilize the services of District students as employees of the Contractor or independent contractors to the Contractor to complete Food Services or other Contractor obligations under this Agreement.
- 7.2. Cafeteria Manager. The Contractor shall designate an employee of the Contractor to serve as the Cafeteria Manager with responsibility for supervising, overseeing and completing Food Services as the Cafeteria in accordance with the terms of this Agreement. The Cafeteria Manager shall be to the reasonable satisfaction of the District. If the District reasonably determines the Cafeteria Manager requires replacement, the Contractor shall replace the Cafeteria Manager within thirty (30) days of the District's request with another Cafeteria Manager acceptable to the District. The Cafeteria Manager shall be at the Cafeteria at all times during Food Services at the Cafeteria. The Cafeteria Manager shall be immediately available for communications with the District when Food Services are provided at the Cafeteria. The Cafeteria Manager will have the authority to make decisions for the Food Services and will be required to address problems without significant intervention from the District. If issues arise that could result in legal liability being asserted against the District, the District must be contacted by the Cafeteria Manager no more than twenty-four (24) hours after the time of the event. The Cafeteria Manager will resolve all employee and Contractor issues regarding pay, Workers' Compensation or any other legal or financial claims. Student, staff and faculty complaints should be minimal and should be promptly and appropriately addressed and resolved by the Cafeteria Manager.
- 7.3. Status of Contractor and Personnel.
- 7.3.1. Contractor as Independent Contractor to District. The Contractor is an interdependent contractor to the District under this Agreement. Contractor personnel completing Contractor obligations under this Agreement shall be employees of the Contractor or independent contractors to the Contractor and not the employees of the District. All Contractor personnel shall be under the supervision, direction and control of Contractor. The Contractor and the Contractor's personnel shall all be subject to, and shall comply with District Board Policies and Administrative Regulations and shall comply with any other applicable ordinances, statutes, laws, codes, rules or regulations issued or enforced by any other municipality, city,

county, state or federal agency which has any jurisdiction over the products or services provided by Contractor and/or Contractor's obligations under this Agreement.

- 7.3.2. Contractor Compliance With Labor Code §2750.3 (AB5). The Contractor is solely responsible for classifying personnel as employees or independent contractors in compliance with Labor Code §2750.3 (AB5). In addition to other indemnification obligations of the Contractor under this Agreement, the Contractor shall defend, indemnify and hold harmless the District from all claims arising out of or relating to the Contractor's alleged or actual violation of obligations under Labor Code §2750.3.
- 7.3.3. Non-Discrimination. It is the policy of the District that in connection with any work performed under contract with the District there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, age, national origin, marital status, gender, disability, disabled veteran status or religious creed. The Contractor shall comply with the District's non-discrimination policy and all applicable Federal and California laws including but not limited to the California Fair Employment and Housing Act, commencing with California Government Code §§12940 et seq, and Labor Code §1735.

8. BOOKS AND RECORDS

8.1. Contractor Maintenance.

- 8.1.1. Books and Records. The Contractor shall maintain books and records of all income, disbursements and expenses of the business operations conducted pursuant to this Agreement in accordance with revenue generated by Food Services and sales of other products in the Cafeteria, Campus Catering events and 3rd Party Catering events. The foregoing shall include without limitation, receipts, cash register tapes, invoices, payroll records, papers, bills, books of account and related data. Such books and records shall be maintained on a continuous contemporaneous basis in accordance with generally accepted accounting principles applied in a consistent manner.
- 8.1.2. Records at Corporate Office. The Contractor shall maintain books and records relating to this Agreement at its principal office, located at [REDACTED]. Books and records shall be retained by Contractor for the period required by applicable state and federal laws or for three (3) years after the close of a year's activity, whichever is later. All books, records and underlying data shall be available at all reasonable times for inspection and/or audit by the District or its agent(s), at the District's expense, with the assistance of the Contractor, if requested by the District. Cash register tapes shall be identified by register location and date.
- 8.1.3. Commission Payments Records. The Contractor shall maintain separate records for the individual Food Services provided, and shall submit its financial reports indicating the gross sales, sales tax, and adjusted gross sales to the District on a monthly basis.
- 8.1.4. Accounting Period. The accounting period for the operation of Food Services shall be July 1 - June 30 and all accounting records and statements will be based upon that period.
- 8.1.5. Monthly Profit and Loss Statement. The Contractor shall provide the District with a monthly profit and loss report for and a consolidated profit and loss report. Each profit and loss statement shall include the following, at a minimum:

- Breakdown of sales by tender (meal plan or cash)
- Number of transactions by tender and in total
- Size of the average check by tender and in total
- Sales (broken down into appropriate categories)
- Cost of sales (broken down into appropriate categories)
- Labor (broken down by wages, benefits, etc.)

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

9. INSURANCE AND INDEMNITY.

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

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

10. TERMINATION AND SUSPENSION

10.1. District Termination of Agreement.

10.1.1. District Right of Immediate Termination. District may immediately terminate this Agreement for cause with two (2) days’ advance notice for the following reasons:

10.1.1.1. Insurance Cancellation. Upon receiving notice that Contractor’s insurance coverage is cancelled, in part or in whole, or reduced below levels identified and required herein.

10.1.1.2. Contractor Conduct. For Contractor’s egregious breaches such as fraud, theft or insolvency, or failure to observe and comply with federal, state, county or municipal laws and regulations.

10.1.1.3. Contractor Failure to Perform. If Contractor fails or neglects to supply or deliver any of said services or goods at the prices named and at the time and place stated.

10.1.1.4. Contractor Loss of Authority to Provide Food Services. If any permits or licenses for operating under the terms of this Agreement or to provide Food Services, or federal, state, county or municipal laws and regulations, expire and are not renewed in a timely manner by Contractor, or if any permit or license is not renewed or is revoked by the issuing agency.

10.1.2. Termination for Loss of Funding/Resources. The District may terminate this Agreement with twenty-one (21) days’ advance notice to the Contractor if the District loses any funding or other resources which the District deems necessary to continue the District’s performance under the Agreement.

10.2. Termination For Cause. Either party may provide the other party notice, in writing, of the other party’s default in performance of a material obligation under this Agreement. Such notice shall set forth sufficient details and circumstances of the failure to perform a material obligation. The notice shall also advise the non-complying party it has thirty (30) days to cure its failure of performance. If the failure to perform a material obligation is not cured within thirty (30) days of the date of the notice of noncompliance, the non-breaching party may thereupon immediately terminate this Agreement.

10.3. Termination for District Convenience. The District may, at any time, upon seven (7) days advance written notice to the Contractor terminate this Agreement for the District’s convenience and without fault, neglect or default on the part of Contractor. In such event, the Agreement shall be deemed terminated on the date set forth in the District’s written notice to Contractor or such other time as the District and Contractor may mutually agree upon.

10.4. Force Majeure. The parties to this Agreement shall be excused from performance thereunder during the time, and to the extent, that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, pandemic and pandemic related limitations imposed by any governmental agency with authority, lockout or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in whole or in part to the fault or neglect of the party not performing.

10.5. Contractor Responsibilities on Expiration of Term or Termination of Agreement. Upon the termination or expiration of this Agreement, Contractor shall promptly remove from the District

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

11. MISCELLANEOUS

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

Contractor:

Name:

Address:

District:

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

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

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

- 11.10.1. Mandatory Mediation. All claims, disputes and other matters in controversy between the District and the Contractor arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service (“JAMS”). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to Contractor’s commencement of arbitration proceedings. Neither this mediation provision nor the arbitration provision, below, however, shall constitute or be deemed a waiver by the District of any and all jurisdictional challenges to the claims including, without limitation, claims that the action is barred by the applicable statute of limitations, California Tort Claims Act, and/or any and all statutory conditions precedent.
- 11.10.2. Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor against the District for money or damages, are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of binding arbitration proceedings is the Contractor’s compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.
- 11.10.3. Jurisdictional Challenges to Arbitration. The Superior Court of the State of California for the County of Imperial shall have sole and exclusive jurisdiction to hear and rule upon all claims, disputes and/or disagreements arising out of or pertaining to jurisdictional challenges to arbitration including (i) whether claimant has waived its right to arbitration (Code of Civil Procedure § 1281.2(a)); (ii) whether grounds exist for revocation of the agreement (Code of Civil Procedure § 1281.2(b)); (iii) whether a party to the arbitration agreement is also a party to pending court action or special proceeding with a third party arising out of the same transaction series of related transactions and there is a possibility of conflicting rulings on a common issue or fact or law (Code of Civil Procedure § 1281.2(c)); (iv) whether the claim is time-barred by the applicable statute of limitations; (v) whether the claim is time-barred by the California Tort Claims Act; and/or (vi) whether claimant has failed to satisfy any and all statutory conditions precedent to arbitration.
- 11.10.4. Arbitration. Subject to the Contractor’s compliance with the Government Code Claims Process, all claims, disputes, disagreements or other matters in controversy between District and Contractor arising out of or pertaining to this Agreement shall be resolved by arbitration conducted by a JAMS arbitrator identified as having expertise in public contracts matters and in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the San Diego regional office of JAMS. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Notwithstanding Rule 19 of JAMS Streamlined Arbitration Rules and Procedures, in any arbitration to resolve a dispute relating to this Agreement, the arbitrator’s award shall be supported by law and substantial evidence.

11.11. Entire Agreement. This Agreement, the attached Attachment A (Cafeteria Layout) and Attachment B (Cafeteria FFE), all of which are component parts herein, state the entire Agreement and understanding between Contractor and District concerning the subject matter hereof. Any and all obligations of the District and the Contractor are fully set forth and described therein. Any product or service called for in one and not mentioned in the other, or vice versa, is to be provided as if mentioned in said document. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in the Agreement or in the written documents incorporated herein.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

“District”

Imperial Community College District

By: _____

Title: _____

“Contractor”

By: _____

Title: _____

COMPANY INFORMATION AND QUESTIONNAIRE

1. COMPANY INFORMATION

1.1. Respondent Name. _____

1.2. Contact Information.

Business Address	_____ (Street Address) _____ (City, State, Zip Code)
Name of Primary Point of Contact (POC) for RFP	_____
POC Telephone Number	_____
POC Email	_____

1.3. Form of Business

- Corporation LLC Sole Proprietorship
 Partnership Joint Venture Other, describe: _____

1.4. Years In Business. The Respondent has conduct business under its current firm name for _____ years.

1.5. Years Providing Food Services. The Respondent has been provided commercial/retail food services for _____ years under the Respondent’s current firm name.

1.6. Owners. The Names and titles of all the owners (>10% ownership) are:

Name	Title	%Ownership

1.7. Firm Change of Name. Has the firm changed its name within the past 3 years?

- Yes No

If Yes, provide former name(s): _____

1.8. Change of Ownership. Have there been any recent (within the last three years) changes in more than twenty-five percent (25%) ownership interest of the firm?

- Yes No

If Yes, on a separate attachment, provide details.

1.9. Business Licenses. Complete the following for all business licenses held by your firm:

Issuing Authority/License Description	License Number	Expiration Date

1.10. Food Services Revenue. Complete the following for your firm’s gross revenue generated from commercial/retail food services, revenue generated from any other goods or services provided by Respondent shall be excluded from the following:

2021 CY/2019-2020 FY Gross Revenue \$ _____
2019 CY/2018-2019 FY Gross Revenue \$ _____
2018 CY/s017-2018 FY Gross Revenue \$ _____

1.11. Food Service Operations. Does the Respondent have a Policy/Procedures Manual or similar written materials that establish guidelines for providing food services, employee conduct, safety/sanitation, customer service and other similar matters?

- Yes
- No

If yes, please attach a copy of the face page and Table of Contents.

2. QUESTIONNAIRE (EACH QUESTION MUST BE ANSWERED TO BE A RESPONSIVE PROPOSAL)

2.1. Minimum Qualifications. Any “not qualified” response to Paragraphs 2.1.1 – 2.1.5 will result in rejection of the Respondent’s RFP Response for failure to meet minimum qualifications.

2.1.1. The Respondent maintains a commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- Yes No (not qualified)

2.1.2. The Respondent maintains an automobile liability insurance policy with combined single coverage limits of at least \$1,000,000.

- Yes No (not qualified)

2.1.3. The Respondent maintains current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.

- Yes No (not qualified)

2.1.4. The Respondent possess all permits, authorizations and other approvals required to provide commercial/retail food services in Imperial County.

- Yes No (not qualified)

2.1.5. Has any insurer, for any policy of insurance, refused to issue or to renew any insurance policy for your organization?

- Yes No (not qualified)

[CONTINUED NEXT PAGE]

2.2. Respondent Experience.

2.2.1. Food Service Experience. On a separate attachment, provide details of prior (within the past five (5) years) and current experience of the Respondent in providing commercial/retail food services that include prepared-to-order, pre-prepared and beverages. Describe the scope of food services Respondent has/is providing, i.e., “grab and go”; pre-prepared only; cafeteria style dining service, etc. Describe the location(s) from which the Respondent is currently providing commercial/retail food service i.e., mobile food truck, fixed location, etc. If the Respondent provides commercial/retail food service from fixed location(s), provide the street address of each fixed location.

2.2.2. References. Provide customer and trade references in the following:

Food Service Customer References		
<i>Name</i>	<i>Telephone/Email</i>	<i>Food Service Facility Name</i>
Trade/Supplier References		
<i>Name</i>	<i>Telephone/Email</i>	<i>Supplies Provided</i>

If the Respondent currently provides food services at a fixed location that is rented or leased by Respondent, provide the following:

Landlord/Building Operator References		
<i>Name</i>	<i>Telephone/Email</i>	<i>Building/Facility Address</i>

[CONTINUED NEXT PAGE]

2.2.3. Personnel.

2.2.3.1. Employees; Prior Three (3) Years. The number of people employed by Respondent over the prior three (3) years are:

2019 _____
 2020 _____
 2021 _____

2.2.3.2. Current Employees. Current employees (individuals issued W-4 statements) of Respondent are the following:

Current Employees				
Name	Title/Position	Years Employed by Respondent	Full Time/Part Time	Food Safety Certified
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Duplicate the above and attach to this Questionnaire for additional employees)

[CONTINUED NEXT PAGE]

2.2.3.3. Independent Contractors. The Respondent has engaged independent contractors to provide food services in the past three (3) years:

- Yes
- No

If yes, the number of independent contractors employed by Respondent over the prior three (3) years are:

2019 _____
 2020 _____
 2021 _____

2.2.3.4. Current independent contractors. Individuals currently engaged by the Respondent as independent contractors (1099 statement issued) to provide food services are the following:

Current Independent Contractors				
<i>Name</i>	<i>Title/Position</i>	<i>Years Engage as Independent Contractor by Respondent</i>	<i>Full Time/Part Time</i>	<i>Food Safety Certified</i>
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Duplicate the above and attach to this Questionnaire for additional employees)

[CONTINUED NEXT PAGE]

2.2.3.5. Proposed Cafeteria Staffing. If awarded the Food Services Agreement, the Respondent proposes the following personnel on-site at the Cafeteria:

Proposed Employee Cafeteria Staff				
<i>Name</i>	<i>Title/Position</i>	<i>Full Time/Part Time</i>	<i>Food Safety Certified</i>	<i>Employee/Independent Contractor</i>
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor

(Duplicate the above and attach to this Questionnaire for additional employees)

[CONTINUED NEXT PAGE]

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

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

By: _____

Title: _____

PROPOSAL

Respondent: _____

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

- 1. Food Services Commission Payment.** The Contractor shall pay to the District the followed Commission Payments under Paragraph 3.2 of the Food Services Agreement:

Cafeteria Food Services	_____ percent (____%) of net sales (gross sales less sales tax) up to One Hundred Twenty Five Thousand Dollars (\$125,000)
	_____ percent (____%) of net sales (gross sales less sales tax) over One Hundred Twenty Five Thousand Dollars (\$125,000)
Campus Catering	_____ percent (____%) of net sales (gross sales less sales tax)
3 rd Party Catering	_____ percent (____%) of net sales (gross sales less sales tax)

- 2. Annual Donations.** The Respondent proposes an Annual Donation in the amount of _____ Dollars (\$) to the Imperial College Foundation under Paragraph 3.3 of the Food Services Agreement.

- 3. Authority.** The undersigned is authorized to complete and execute this Proposal on behalf of the Respondent and to bind the Respondent to the terms of this Proposal if the Respondent is awarded the Food Services Agreement.

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

By: _____

Title: _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am the: _____
(Title)

Of _____
(Respondent)

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The bid is genuine and not collusive or sham.
3. 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.
4. 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.
5. All statements contained in the bid are true.
6. 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.

I declare under penalty of perjury under California law that the foregoing is true and correct.

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

By: _____

Title: _____