

Martin Community College

Request for Proposals

for

FOOD SERVICES OPERATION

This request solicits proposals for the operation of the food services program for Martin Community College under the terms and conditions listed herein. The object is to contract with an individual or business to provide the students, staff, and visitors of Martin Community College a continuing food service operation. Quality, quantity, type of food, manner of service, and the economy of price to the consumer are the primary considerations. The food service operation must be satisfactory and subject to appropriate supervision and control of the college.

TERM AND CONTRACT

The services as described herein are to commence as soon as possible, but no later than February 1, 2010. The contract will continue for a period of three (3) years and thereafter may be extended at the option of the college for one (1) year intervals.

Any changes in the final negotiated contract must be in writing and mutually agreed upon by the contractor and the college. Both parties, the contractor and the college, will have the right to terminate the contract by giving the other party ninety (90) days written notice.

USING AGENCY

The services solicited herein will be performed for:

MARTIN COMMUNITY COLLEGE
1161 Kehukee Park Road
Williamston, NC 27892

ISSUING OFFICE AND INQUIRIES

Adrienne Smith
Dean of Administrative Services
Martin Community College
1161 Kehukee Park Road
Williamston, NC 27892

Email: asmith@martincc.edu
Telephone: (252) 792-1521, Ext. 225

CLOSING DATE

Sealed proposals and three (3) copies subject to terms and conditions made a part hereof will be received at the address specified above until 3:00 p.m. on November 20, 2009.

PRE-PROPOSAL VISIT

The food service area is located in Building #1 on Martin Community College's main campus in Williamston, NC. It is required that bidders visit the site to familiarize themselves with the facilities. Visits to the site location can be made anytime during the following daytime working hours: 8:00 AM to 4:00 PM. Prior arrangements for visiting are necessary. Please contact Jackie Haislip, Facilities and Maintenance Director, at (252) 792-1521, ext. 259. To minimize interference with ongoing operations, offerors will be limited to a one-day visit to examine the food service area.

PROPOSAL ACCEPTANCE

The college reserves the right to accept or reject any and all proposals; to waive any informality in proposals; and, unless otherwise specified by the offeror, to accept any item in any proposal.

COST FOR PROPOSAL PREPARATION

The college will not reimburse offerors for costs incurred in the preparation and submission of proposals.

OFFERORS REPRESENTATIVE FOR BUSINESS PURPOSES

The contact information including name, address, and telephone number of the offeror's authorized agent with authority to bind the firm and answer official questions concerning the offeror's proposal must be clearly stated on Schedule #1: Vendor Profile Sheet.

INTRODUCTION

Martin Community College is a comprehensive community college providing educational services and occupational training for the area's adult population. The main campus is located at 1161 Kehukee Park Road, Williamston, NC 27892 and serves a population of approximately 1,100 students, employees, and visitors.

SCOPE

Food services requested include cafeteria/snackbar and catering. All food and beverages must be of first quality.

Cafeteria/Snackbar:

The cafeteria/snackbar should operate from 7:30 a.m. through 1:30 p.m. on each day on which regular curriculum classes are in session and on registration days. Other days are subject to mutual agreement between the contractor and the college. The college is closed on Fridays during summer semesters.

Contractor shall provide a variety of hot and cold foods each day to include breakfast and lunch. During breakfast hours (7:30 a.m. - 10:30 a.m.), standard breakfast items (meats, eggs, grits, hash browns, toast, various biscuits, etc.) should be available. During the mid-day meal (11:00 a.m. - 1:30 p.m.), there should be a complete line of short order items (sandwiches, burgers, hotdogs, french fries, etc.) and a choice of hot meals (meat, vegetables, trimmings, etc.). Appropriate condiments and beverages should be available at all times. Healthy choice items should be available at all times.

Sample lists of twenty (20) breakfast food and beverage products and twenty (20) lunch items and their corresponding sale prices must be listed on Schedule 2.

Catering

The college occasionally requires catering services for on-campus functions such as luncheons and dinners, receptions, faculty and staff meetings, etc. Needs may range from hors d'oeuvres to sandwich buffets to formal dinners. The college may choose to use the campus food service for its catering needs; however, it is under no obligation to do so. The food service contractor is prohibited from using the college facility for non-college catering. On-campus catering revenues are subject to the same commission requirement as all other food sales and must be included in the gross sales for the food service operation. This contract does not prohibit approved college organizations from selling/giving away food at special college events.

PERSONNEL

Contractor shall hire all employees necessary for the performance of this contract. All food service personnel will be employees of the contractor. Contractor agrees to be fully and completely responsible for all of its employees, including their compensation, benefits, work attendance and work quality. The college reserves the right to interview and to approve of management personnel. Employees of the contractor must be suitable by reason of training, appearance, and habit for working on college premises. Contractor's employees are to obey the college's policies and observe all applicable rules and regulations concerning conduct on the premises that the college imposes upon the college's employees, students, and visitors. Any employee will be subject to dismissal for conduct considered by the college to be undesirable.

Contractor's employees are to be clearly identifiable when performing their task on campus by use of either uniforms or name badges.

Employment of students is encouraged as long as the educational process is not disrupted.

INSURANCE & INDEMNIFICATION

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits.

Worker's Compensation: The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000 each accident/employee, covering all of contractor's employees who are engaged in any work under the contract.

Commercial General Liability: Contractor must carry general liability insurance with limits of \$1,000,000 per claim and an aggregate of \$2,000,000. The college shall be named as an "Additional Insured" on the policy. In addition, the contractor must carry property and contents insurance on all items belonging to the contractor that are placed on college property.

Automobile Liability: Contractor must carry automobile liability insurance to include liability coverage covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage.

Certificates of insurance certifying that the contractor carries worker's compensation insurance covering its employees, employer's liability insurance, comprehensive liability insurance, property and contents insurance, and automobile liability insurance must be provided within thirty (30) days after award of the contract and submitted annually to the Dean of Administrative Services. All such insurance shall meet all laws of the State of North Carolina and should be from companies that are A-Rated Carriers by AM-Best. Insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor must further agree to indemnify and hold harmless the college from claims, suits, actions, damages, and costs resulting from contractor's breach of the contract and contractor's acts or omissions.

FACILITIES AND EQUIPMENT

The college will furnish the contractor with facilities and some of the equipment needed for satisfactory food service operations. The contractor assumes responsibility for the security and maintenance of the equipment and returning all equipment in good working order at the conclusion of the contract term. Major repairs to the equipment, such as replacement compressors, are the responsibility of the College. The contractor is responsible for routine cleaning and maintenance on all equipment. If any of the existing equipment is not desired for use by the contractor, the contractor must notify the college to have it removed from the area. An inventory will be conducted jointly by the contractor and the college to identify college-owned equipment at the onset of the contract.

The contractor may add additional equipment necessary for the food service operation at its own

expense. Equipment provided by the contractor must be new or like new. Any equipment requiring facility modification must be approved by the college prior to installation.

The contractor is also responsible for assuring that fire suppression equipment and systems are adequate in accordance with applicable local, state and national fire codes. The college will maintain the motors, ventilators, etc. for the fume hood; however, the contractor will be responsible for cleaning the hood as needed to meet sanitation requirements. The fire suppression system for the fume hood (including inspection) and other applicable equipment will be the responsibility of the contractor.

The college shall, without cost to the contractor, provide the necessary space for the operation of the food service operation and all utilities and facilities reasonable and necessary for the efficient performance of the contract, including, but not limited to the following: heat, air conditioning, hot and cold water, gas, lights and electrical current, exterminator services, sewage disposal services, grease trap servicing, and local telephone service. The college shall not be required to provide or pay for the installation of additional electric lines, plumbing, drains, fans, duct work, etc. deemed non-value added by the college; however, the contractor may provide installation at his/her own expense with prior approval of the college.

The college will be responsible for the repair and replacement of facilities, which it owns unless loss or damage is the result of negligence on the part of the contractor or its employees. The contractor must keep all facilities and equipment in good condition and at the expiration of the contract must surrender such property to the college in as good condition as it was at the beginning except for ordinary wear and tear and loss or damage by the Act of God. The college, through its authorized representatives, reserves the right to enter the premises for purposes of inspecting or making repairs, alterations, and additions thereto or to other parts of the building in which the premises are situated.

It should be specifically understood that the college might wish to use the kitchen and dining areas from time to time for special purposes. Appropriate notification and consideration will be given to the contractor.

SANITATION RATING & LICENSING

The contractor must maintain health, sanitation, and housekeeping standards at least equal to those specified for an "A" rating by the state Division of Environmental Health or other appropriate agency. The college will have the right of access to all food service facilities to inspect the operation and the work of the contractor with respect to quality and quantity of food served, preparation and serving methods, sanitary and safety standards, cleanliness, appearance and conduct of employees, operation hours, and general housekeeping and upkeep of the premises. The college will have the right to make reasonable regulations with regard to such matters.

In the event the facility is closed due to a sub- "A" rating, the college shall be compensated for lost commission during the period closed. The compensation will be based on average net sales.

Contractor also agrees to comply with all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods, to procure and keep in effect all necessary licenses, permits, and to post such permits within the catering areas in a prominent place as required by law.

CLEANING & GARBAGE/WASTE DISPOSAL

Contractor shall perform all necessary cleaning in the sales/kitchen area and frequent daily cleaning of tables and chairs in the dining area. Contractor shall be responsible for the removal of trash from

the sales/kitchen area. All disposable trash will be placed in the college-provided dumpster located on the south-side of building #1. Contractor is responsible for grease disposal.

The college shall provide cleaning and janitorial services, including daily trash removal and cleaning of floors, ceilings, windows, and walls in the dining area.

SMALL EQUIPMENT/SUPPLIES

Contractor shall supply all small equipment and catering equipment required for the operation. Contractor shall also assume the costs of all food items/ingredients, required laundry services, paper supplies, kitchen supplies, china (paperware), silverware (plasticware), glassware (cups, etc.), trays, and any other needed kitchenware.

SIGNAGE

Contractor is responsible for signage required for the operation including all necessary signs in entrances identifying the unit and hours of operation. All signs must be approved by the college in advance.

DEBIT/CREDIT CARD ACCEPTANCE

The contractor must accept, at a minimum, MasterCard and Visa.

PRICING

Prices should not exceed the most prevalent prices in the local area and will be mutually agreed upon by the college and the contractor. When increases are requested, the contractor should submit a complete listing of both old and new prices along with appropriate justification including a survey of prevalent prices in the area. Reasonable requests will be approved for implementation at the beginning of the next term if practical. It is the intention of Martin Community College to approve changes in sales prices when changes are necessary to provide a fair and equitable profit margin for all parties.

SALES COMMISSION

While the primary intent of the college is not to make a profit on food services, a reasonable return is required in order to provide for coordination, planning, maintenance, and improvement of facilities. Commissions paid to the college shall be based on a percentage of monthly gross sales (excluding sales tax), or other offeror suggested method such as a commission based on total monthly gross sales (excluding sales tax) to include a guaranteed minimum annual amount. Proposed compensation should be specified on Schedule 4. The contractor shall submit with payment to Martin Community College each month a detailed report of sales showing units and dollar values as required by the college. Details of commissions should be broken out by manual food services and catering. This payment shall be due on the twentieth (20th) day of the following month. If this commission is not paid by the twentieth (20th) day of the following month, an interest rate of 1 ½% per month shall be added until such time as the overdue payment is made.

BASIS OF AWARD

Final award will be made after evaluation of all proposals received AS SPECIFIED (Schedules 1-5), provided all terms, conditions and specifications herein have been met. The right is reserved to reject any or all proposals. Proposals will be evaluated and acceptance made of the best proposal most advantageous and in the best interest to Martin Community College as determined upon consideration of such factors as: commission percentage; prices offered; the general reputation and performance capabilities of the offerors; reference checks; the substantial conformity with the specifications and other conditions set forth in the proposal; the suitability of the articles for the

intended use; the related services needed; the quality of the articles offered; and such other factors deemed pertinent by Martin Community College.

Our primary objective is the overall excellence of food service and the belief that it should contribute significantly to students' total educational experience. The specifications are intended to preserve the integrity of our food service operation, but not to restrict creativity. Contractors are encouraged to be creative and propose practical, innovative services for our students. Offerors should attach any additional information that it deems necessary for the college to evaluate its respective proposals. Acceptance is to be confirmed by signed contract issued on the part of the college.

PRESENTATION BY OFFEROR

Presentations by the offeror to a selection committee may be necessary for those proposals in the final selection group.

DEFAULT

In case of default by the contractor, the college may procure services from other sources and hold the contractor responsible for any associated excess cost. Default shall occur if the contractor fails to perform any obligation under the contract and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from Martin Community College.

BANKRUPTCY

The filing of a petition in bankruptcy or insolvency by or against the contractor shall terminate this contract effective the date of the filing.

ASSIGNMENT

The contractor shall not assign or transfer any interest in this contract.

AUDITS

Martin Community College retains the right to audit the records of the contractor pertaining to this contract both during performance and after completion. Contractor must maintain records for a minimum period of three (3) years following completion of the contract. The North Carolina Office of the State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

Schedule 1: Vendor Profile Sheet

Vendor Information

Vendor Name:

Legal Name of Entity:

Trade Name of Business (if different from legal name):

Mailing Address:

Street Address (if different than mailing address):

Contact Name/Title:

Telephone #:

Email Address:

Website address (if applicable):

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THIS PAGE MUST BE SUBMITTED AS A PART OF YOUR PROPOSAL.

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OTHER REQUIRED VENDOR INFORMATION

1. Attach a description of the length and extent of experience in the food service and catering service industry.
2. Attach a list of accounts, service dates, and account contacts within North Carolina.
3. Attach a copy of the company's financial statements for the last fiscal year, certified by a CPA.
4. Attach a completed W-9 (Request for Taxpayer Identification Number and Certification).
5. Attach any other information the Company deems pertinent for consideration by the College.

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Provide a sample of twenty (20) lunch products and the price proposed. Complete menus, including sale prices that the Offeror is proposing, may also be submitted.

Item	Price

THIS PAGE MUST BE SUBMITTED AS A PART OF YOUR PROPOSAL.

Schedule 3: References

Offerors must list three references for whom they have performed similar work during the past three years.

(1)	Firm's Name	_____
	Business Address	_____
	Mailing Address	_____
	Contact Person	_____
	Telephone Number	_____
(2)	Firm's Name	_____
	Business Address	_____
	Mailing Address	_____
	Contact Person	_____
	Telephone Number	_____
(3)	Firm's Name	_____
	Business Address	_____
	Mailing Address	_____
	Contact Person	_____
	Telephone Number	_____

Schedule 4: Compensation Proposal

	Option I	Option II
	Commission Percentage	Alternate Method
Food Service & Catering	_____	_____
Additional Explanation: _____		

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Schedule 5: Execution of Proposal

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish the services quoted on the designated date requested.

OFFEROR _____

ADDRESS _____

CITY AND STATE _____ ZIP CODE _____

PHONE _____

BY _____
(Signature)

TITLE _____

Typed or Printed Name

Federal Identification Number

ACCEPTANCE OF PROPOSAL

DATE: _____

AGENCY: Martin Community College

CITY AND STATE: Williamston, NC

BY: _____
(Signature)

TITLE: President, Martin Community College

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