



COLLEGE OF WESTERN IDAHO

Request for Proposal

Outdoor Mobile Food Service

Due:

June 9, 2010
at 5:00 PM

Deliver to:

Glen Harris, Purchasing Manager
Attn: RFP— Outdoor Mobile Food Service
College of Western Idaho
6056 Birch Lane, Suite 200
Nampa, ID 83687

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1. INTRODUCTION

College of Western Idaho (CWI) was established by a special election on May 22, 2007 when a supermajority of Ada and Canyon County voters elected to establish a community college district, enabling the creation of College of Western Idaho. CWI is a two-year institution of higher education that offers different levels of instruction adapted to fit the needs of the Treasure Valley community. Starting in January of 2009, CWI offered for-credit general education courses. For-credit professional technical courses and certificates began in the fall of 2009. CWI is a comprehensive community college, offering an open admission policy, a community-based philosophy, lower tuition, and quality education.

CWI is soliciting proposals to establish a contract for the operation of Outdoor Mobile Food Service for various CWI campus locations, excluding services for specialty coffee. The contracted vendor will be able to provide outdoor food service year round at CWI campus buildings.

1.1. Submittal Deadline

To be considered, one (1) original and six (6) copies of the proposal must be received by College of Western Idaho at Aspen Creek Administrative Offices Suite 200, 6056 Birch Lane, Nampa, ID, 83687, by 5:00 p.m. on June 9, 2010. CWI reserves the right to accept or reject any or all proposals received or any parts thereof, or to negotiate separately with any source whatsoever if no acceptable proposals are submitted in order to best serve the interests of CWI. The RFP is made for information and planning purposes only and does not obligate or bind CWI contractually to accept any proposals submitted. The final award, if any, is contingent upon the successful negotiation of a contract.

During the evaluation process, the CWI reserves the right, where it may serve CWI's best interest, to request additional information or clarification from proposers, or to allow corrections of any error or omission.



1.2. Proposed Timelines

<u>Event</u>	<u>Date and Time</u>
RFP Release Date	May 19, 2010
Question Period Ends	June 1, 2010, 5:00 p.m. ¹
Proposal Due Date	June 9, 2010, 5:00 p.m.
Evaluation Period	June 10 – 18, 2010
Anticipated Contract Award	June 25, 2010, 5:00 p.m. ¹
	¹ The noted dates and times are tentative and subject to change.

1.3. Requests for Clarification

Questions and inquiries regarding specifications shall be submitted in writing via e-mail to:

Glen Harris, Purchasing Manager

E-mail: glenharris@cwidaho.cc.

2. DEFINITIONS

Contractor — Vendor selected by CWI to provide food service to CWI campus locations.

CWI—College of Western Idaho

Mandatory—All specifications should be considered mandatory requirements unless otherwise noted. Where a specification states that compliance is mandatory, non-compliance will result in immediate disqualification and no further evaluation of the proposal will occur.

Proposal— A written response to a request for proposal, including pricing information, that describes the solution or means of providing the service requested.

Proposer—Respondents to the RFP submitting a proposal.

Time—All references to time refer to local Mountain Time in Nampa, Idaho.



3. SUBMISSION OF PROPOSALS

Important: The following are mandatory for a proposal to be considered:

- Proposals shall not be sent electronically. Electronically submitting the proposal or any part of the proposal electronically will render the proposal non-responsive.
- Proposals must be complete without omissions.
- The signature block page is a required part of the proposal
- Proposals must be either hand-delivered, mailed via USPS, or carrier or courier shipped.
- Proposals must be received at the following address and shipped in a sealed container no later than the date and time set forth for the closing of the RFP.

College of Western Idaho
Attn: Glen Harris
RFP— Outdoor Mobile Food Service
6056 Birch Lane, Suite 200
Nampa, Idaho 83687

Proposals received after the designated time and date indicated will not be considered.

3.1. Incomplete Proposals

In order to be considered for evaluation, proposals submitted in response to this RFP must meet all required specifications, including all the items in the Mandatory Requirements section 5 of this RFP. Proposals that are incomplete or unclear will be rejected and not be evaluated.

3.2. Public Record

All proposals become property of CWI. Proposals are public records pursuant to Title 9, Chapter 3, Idaho Code and may be inspected and copied by any member of the public.

3.3. Governance

Any contract resulting from this RFP will be governed in all respects, whether as to validity, construction, capacity or otherwise, by the laws of the State of Idaho.



4. PURPOSE OF RFP

The purpose of this document is to seek proposals to establish a contract for an Outdoor Mobile Food Service Contractor to provide food services at the following CWI campus locations:

- CWI Nampa Campus, 5500 East Opportunity Drive, Nampa, ID 83687
- CWI Canyon County Center, 2407 Caldwell Blvd, Nampa, ID 83651
- CWI Ada County Campus, 1360 South Eagle Flight Way, Boise, ID 83709

Proposals must include a listing of menu items. This service is to be provided Monday through Friday excluding holidays and campus closure dates. Limited service may be required during the summer semester. CWI, in its sole and absolute discretion, will make appropriate space available for the contractor to conduct business as agreed upon.

4.1. Signature(s) Requirement

Proposals must be made in the official name of the firm or individual under which business is conducted and show an official business address. The included Signature Block must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal. Proposals that are not signed will be rejected as unresponsive and unacceptable. Photocopied signatures on the proposal are not acceptable.

4.2. RFP Scope

Proposers will be responsible for fully acquainting themselves with all conditions of this RFP and failing to do so will in no way relieve them of any obligations with respect to this RFP or to this food services contract.

4.3. Contract Term

The contract resulting from this RFP will commence upon CWI's execution of the contract and will end one (1) year later with an option to renew annually. CWI shall notify the Food Service Contractor via written notice within ninety (90) days prior to the expiration of the term of its intention to exercise any option to renew.

5. MANDATORY PROPOSAL REQUIREMENTS

All submitted proposals must address each of the following points in the same order as presented. Failure to do so could eliminate that proposal from consideration.

Each proposal will include a plan to provide food service addressing the following:



- Proposed menu (Excluding Specialty Coffee Service)
- Prices and portions
- Payment methods accepted (Cash, Credit Card, Check, etc.)
- Hours of operation
- Vendor owned equipment to be used on site
- Staffing plan
- Creative ideas (Optional)

5.1. Company Profile

Provide the following information:

- General description of company
- Organizational structure
- Number of employees in each major area of the company
- A general history of the company's past two (2) years, including Annual Gross Sales
- Provide evidence of financial stability and capability to fund all costs associated with providing services through the term of the contract. Please complete Appendix A.

This information will be used in the proposal evaluation process, and should be complete and accurate. In addition to cost, other factors such as management capabilities, projected staff turnover, previous work experience, references, training programs, etc., will be considered.

6. SCOPE OF DUTIES

The successful contractor shall be responsible for providing food service performed by qualified employees during the times and at locations agreed upon by the parties.

6.1. Facilities—Responsibility

All designated food service areas and operations shall be under the overall control of CWI. Scheduling of these areas shall be the responsibility of CWI which shall, when appropriate, coordinate such uses in advance with the contractor.

6.2. Use of College Name and Registered Trademarks

In no instance shall CWI's name, including any names by which it is also identified or any of its registered trademarks be used by the contractor in connection with any advertising or promotions which are not directly related to CWI without first obtaining CWI's express written consent.



6.3. Hours of Operation

The selected contractor shall have access to the premises at reasonable times, as determined and coordinated by CWI. Normal campus access hours are 7:00 a.m. to 10:00 p.m. Monday through Thursday and 7 a.m. to 5 p.m. Friday. These hours may be subject to change. The contractor will be expected to provide food service during customary breakfast, lunch, and dinner hours.

6.4. Legal Compliance

The contractor shall be responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of its personnel. This includes unemployment insurance, worker's compensation, and sales other taxes, health examinations, permits, and licenses. Contractor shall keep a copy of their food service license at each service location during operating hours.

6.5. Unlawful Behavior

The contractor shall be responsible for the on-campus behavior of all its employees. These employees will abide by all rules and regulations which govern CWI employees. Infractions of those rules and regulations may result in a request by CWI that the person no longer be employed at the contractor's CWI location.

6.6. Sanitation

During the course of each day of operation, the contractor shall have the full responsibility to clean and wipe down the service area. CWI actively participates in a recycling program and requires the contractor to participate in the recycling program to help reduce solid waste removal fees. CWI will provide for the removal of trash, garbage, and acceptable recyclables. The contractor shall ensure the trash and recyclables are transported to the collection containers.

6.7. Food Handling/Safety Practices

The contractor's employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food. Each employee shall wear visible contractor name tag identification at all times while on duty.



7. INSURANCE

The contractor will be required to comply with the following insurance requirements. Along with its proposal submission, the contractor shall furnish CWI with certificate(s) of insurance, executed by a duly authorized representative of each insurer, demonstrating compliance with the insurance requirements set forth below.

7.1. Commercial Insurance Requirements

The contractor shall maintain commercial general liability insurance with limits not less than \$1,000,000 per occurrence combined single limit (CSL) for property damage and bodily injury, including products, completed operations, blanket contractual liability, and personal injury liability.

7.2. Workers Compensation

The contractor shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

8. INDEMNIFICATION

The successful contractor must indemnify, hold harmless, and defend CWI and its officers, agents, and employees from and against all claims, damages, losses and expenses for bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting there from, including but not limited to attorney's fees, arising out of or caused in whole or in part by the negligent acts or omissions of the successful contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, but only to the extent caused in whole or in part by negligent acts or omissions.

9. FINANCIAL SPECIFICATIONS

9.1. Pricing

Prices shall be competitive with comparable menu items served by local commercial food operators and by other local area educational institutions.



9.2. Taxes

All prices shall include applicable sales tax. The contractor shall be responsible for collecting and remitting to the taxing authorities the correct amount of sales taxes in accordance with applicable state and local laws and regulations.

9.3. Security

The contractor shall exercise maximum security control over all cash, charges, and sales transactions. CWI shall not be responsible for theft or loss of the contractor's cash or property.

10. FINANCIAL AGREEMENTS

10.1. Commission

The contractor shall pay commission to CWI ten percent (10%) of the amount of gross sales (defined herein as total receipts exclusive of sales tax) made during each calendar month by the contractor. The commission herein shall be paid monthly on the 5th day of each month and shall be accompanied by a complete statement of all sales made by the contractor during the corresponding month.

10.2. Security Deposit

The contractor shall pay a security deposit in the amount of one thousand dollars (\$1,000), to be held by CWI as a security fund.

10.3. Financial Reports

The contractor shall supply CWI a monthly sales summary report. This will consist of the number of items sold by type and the gross revenues by type and in total. The monthly sales summary report may be delivered in electronic form for display using Microsoft Excel or Adobe Acrobat.

11. EVALUATION AND AWARD

11.1. Process

All written proposals will be reviewed and evaluated based on how well they address the specific needs of CWI as outlined in this RFP. CWI may choose to use competitive



negotiations to develop the final contract or agreement with the proposer whose proposal best suits the needs of CWI, based upon the sole discretion of CWI.

Before opening the proposal, it will be inspected to verify that it is sealed and that it was received prior to the closing date and time.

Upon opening, CWI will inspect the proposal for the following:

- The proposal has not been qualified by the proposer, meaning that the proposer has not conditioned its proposal based upon CWI accepting terms established by the proposer
- The proposal contains all required information
- The proposal has no unforeseen conditions that might deem the proposal non-responsive

11.2. Evaluation Criteria

An Evaluation team composed of CWI representatives will review the proposals. The criteria listed below will be used to evaluate proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

Evaluation Criteria	Points
Mandatory Requirements	Pass or Fail
Quantity and variety of Menu items	40 points
Ability to comply with all food handling laws & CWI rules and regulations	40 points
Ability to provide food service at customary meal times	40 points
Detailed history of the past 2 years financial stability	30 points
Experience of providing quality food service in the Treasure Valley	30 points
Potential to produce a high return to CWI	20 points
Total Maximum Possible Points	200 points



Appendix A

Current Business Financial Information

Please describe your current business operation

Please list the type of business permits and license(s) held, length of time business has been in operation, business location, number of employees, business hours, workers compensation, and liability insurance carrier.

Please provide your Annual Gross Sales for the past two (2) years:

2008:

2009:



12. SIGNATURE BLOCK

Please return this page with each copy of your submittal.

The undersigned, an authorized agent of his/her company, hereby certifies:

- () familiarization with all terms, conditions, and specifications herein stated;
- () vendor is qualified to perform work and services as included;
- () that the pricing contained in this submittal is valid until _____ (date).

Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip Code

Title

Federal Employer ID Number

Phone Number

Is business a Company a Corporation?

Fax Number

E-Mail Address

Web Site Address