



**Central
Arizona
College**

ACKNOWLEDGMENT OF RECEIPT

Description: **FOOD SERVICES**

Proposal #: **1819-001**

Addendum #: **N/A**

Number of pages to follow: **19**

Please provide the requested information below as acknowledgment that you have received our RFP referenced above. It is *strongly recommended* that interested proposers complete this acknowledgment and return to us by mail, Email or fax.

Central Arizona College
Purchasing Department
8470 N Overfield Rd
Coolidge AZ 85128
Email: purchasing@centralaz.edu
Fax: (520) 494-5234

Only firms returning completed acknowledgments will receive addenda to this RFP. RFPs from firms not acknowledging the addenda shall be considered incomplete and subject to disqualification.

Name of Firm: _____

Address: _____

Phone #: _____ Fax #: _____

Email Address: _____

Name (print): _____ Title: _____

Signature: _____ Date: _____

Request for Proposal (RFP)

Pinal County Community College District
 Central Arizona College

Signal Peak Campus
 8470 North Overfield Road
 Coolidge, AZ 85128
 520-494-5250



**Central
 Arizona
 College**

RFP #: 1819-001 Food Service

Schedule of Events	Date
Request for Proposal Issued	1/10/2019
Legal Ad Run Date	1/16/2019
Pre-Proposal Meeting	2/4/2019
Deadline for Vendors to Submit Questions For questions regarding this RFP, please contact: Mark Salaz, Director of Purchasing mark.salaz@centralaz.edu Questions must be submitted by the due date/time in writing to Mark Salaz preferably by Email.	2/11/2019 by 3:00 PM Arizona Time
Response to Vendor Questions Answers to vendor questions will be distributed in an Addendum to this RFP and will be sent via Email as indicated on the "Acknowledgement of Receipt" form. In order for a vendor to receive <i>any</i> Addenda to this RFP, they must return the "Acknowledgement of Receipt" form.	By 2/13/2019
Proposals Due	3/5/2019 by 3:00 PM Arizona Time

All correspondence regarding this RFP will be done solely through the Director of Purchasing at Central Arizona College. Any communication with staff or committee members during this RFP process may result in the rejection of your proposal.

For an electronic PDF copy of this RFP, please follow the thread below:

www.centralaz.edu → "Faculty & Staff" → "Services & Support" → "Purchasing" → (Right side of page under "learn more") "Bids & RFPs"

Section 1 – Standard Terms and Conditions

A. General Information

1. Pinal County Community College District, aka Central Arizona College, hereinafter referred to as “the College or CAC,” invites food service contractors, hereinafter referred to as “Contractor,” to submit proposals for the purpose of providing foodservice operations at CAC in accordance with the terms and conditions set forth herein. The Contractor shall have the use of the premises for operating the College’s food services as an independent contractor for a period not to exceed five (5) years under the contract, subject to the terms and conditions in this RFP and the resulting contract. The initial contract year will run from July 1, 2019, through June 30, 2020, with subsequent years also running from July 1 through June 30 to a maximum term of five (5) years, unless terminated sooner by either party. Any requests for an increase in board rates shall be limited to an amount justified by increased food and labor costs during the previous year. The College may terminate this contract by giving 90 days written notice of intent to cancel, if the Contractor has failed to meet the terms stated in the contract. In no event shall the contract be terminated during an academic session unless mutually agreed by the parties.
2. CAC has entered into Cooperative Purchasing Agreements with the State of Arizona, and other public entities. CAC is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements, and with the acceptance of this contract, these organizations, may access any subsequent agreement/ contract resulting from the solicitation done by CAC.

Cooperative purchasing on this contract is not considered permissible until CAC and Contractor execute a separate Cooperative Purchasing Agreement that shall be attached to the contract as an amendment.

3. CAC is a dynamic and multifaceted institution of higher education featuring eight campuses and centers strategically located throughout Pinal County for the purpose of educating the diverse population of the region and serves approximately 10,000 students.
4. Debarment or Suspension. If the firm, business or person submitting this bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with and federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the company must fully explain the circumstances relating to the preclusion or proposed preclusion in the bid. The company shall include a letter with its bid stating the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of a suspension or debarment that is currently pending, and a detailed description of all relevant circumstances including the details enumerated above.

B. Instructions to Proposer

1. By submitting a proposal, each Proposer confirms that he/she has read and understands the attached documents and that he/she has visited the physical site(s) and familiarized himself/herself with the local conditions under which the contract will be performed.

2. Each Proposer acknowledges the right of the College to reject any and all proposals. In addition, each Proposer recognizes the right of the College to reject a proposal if the Proposer fails to submit the data required by the proposal documents, or if the proposal is incomplete or irregular.
3. Late proposals will not be accepted. Any proposal not in the possession of the Director of Purchasing by 3:00 PM AZ Time on Tuesday, March 5, 2019 will be deemed late. Proposals received after this time and date shall not be considered and will be returned unopened.
4. Each Proposer affirms that his/her proposal is based on the information and specifications described in the attached documents.
5. It shall be the responsibility of the Proposer to assure that Proposals are received as follows: The proposal packet must contain one (1) original hard copy and six (6) copies.
6. **Emailed or faxed proposal packages will not be accepted.**

C. Pre-Proposal Conference

1. A Pre-Proposal meeting will be held at **9:00 AM AZ Time on Monday, February 4, 2019**, in Room H-101 at the College's Signal Peak Campus, 8470 North Overfield Road, Coolidge, AZ 85218. Other campus locations may be toured by making arrangements with Mark Salaz, Director of Purchasing at (520) 494-5251 or Ernesto Valenzuela, Director of Facilities at (520) 494-5459. Statements made during the meeting are not amendments to this solicitation. Attached is a map of the Signal Peak Campus indicating the building in which the meeting will be held.
2. Questions must be submitted in writing and received in the College's Purchasing Office no later than **3:00 PM, AZ Time on Monday, February 11, 2019**.

Mark Salaz
Director of Purchasing
Central Arizona College
8470 N Overfield Road
Coolidge, AZ 85128
Email: mark.salaz@centralaz.edu
Phone: (520) 494-5251

D. Evaluation and Selection

1. The College will evaluate the proposal(s) and, if a Contractor (s) is to be selected, will select the Contractor on the basis of:
 - a. The Contractor's relevant experience, qualifications and success in providing institutional dining services
 - b. The Contractor's financial proposal for meal pricing
 - c. Any other factors relevant to the Contractor's capacity and willingness to help meet the College's needs, including resources which could be made available to support the dining operations

- d. Proposal format and completeness
2. The College may choose to narrow the field of proposals to those whose offers most closely meet the needs and goals of the College. Those firms may be invited to meet with College representatives for the purpose of clarification of their offer and to discuss price, specifications, performance or terms.
An award may be made to the Proposer whose submittal is determined to be most advantageous to the College. The award will be evaluated on the factors described in this RFP and not solely on a monetary basis. If the initial successful Proposer and the College are unable to reach an agreement, the College reserves the right but not the obligation to negotiate with the next ranked Proposer.

E. General Terms and Conditions

1. **Gratuities:** CAC may, by written notice to the Contractor, cancel this contract if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent representative of the Contractor, to any officer or employee of the College with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such contract. In the event this contract is cancelled by the College pursuant to this provision, the College shall be entitled, in addition to any other right and remedies, to recover or withhold from the Contractor the amount of gratuity.
2. **Applicable Law:** This Contract shall be governed by, and the College and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted by the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the College. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
3. **Legal Remedies:** All claims and controversies shall be subject to the Arizona Procurement Code § 41-2611 ET.AL...
4. **Contract:** The contract shall be based upon the solicitation issued by the College and offer submitted by the Contractor in response to the solicitation. The offer shall substantially conform to the terms, condition, specifications and other requirements set forth within the text of the solicitation. The College reserves the right to clarify any contractual terms with the concurrence of the Contractor, however any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between CAC and the Contractor relating to this requirement shall prevail over any and all previous agreements, contracts, proposals, Purchase Orders or Master agreement in any form.
5. **Contract Amendments:** The contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the College and the Contractor.
6. **Provisions Required by Law:** Each and every provision of law and any clause required by law to be in the contract 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 correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. **Termination:** The contract may be cancelled without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the College is or becomes, at any time while the contract or any extension of the contract is in effect an employee of, or a consultant to any other party to the contract with respect to the subject matter of the contract.
8. **Severability:** The provisions of the contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
9. **Relationship of Parties:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be an employee or agent of the other party for any purpose whatsoever.
10. **Interpretation-Parole Evidence:** The contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Arizona Procurement Code is used in the contract, the definition contained in the code shall control.
11. **Assignment-Delegation:** No right or interest in the contract shall be assigned by the Contractor without prior written permission of the College, and no delegation of any duty of the Contractor shall be made without prior written permission of the College. The College shall not unreasonably withhold approval and shall notify the Contractor of the College's position within 15 days of receipt of written notice by the Contractor.
12. **Subcontract:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the College. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The College shall not unreasonably withhold approval and shall notify the Contractor of the College's position within 15 days of receipt of written notice by the Contractor.

13. **Indemnification:** The Contractor shall indemnify, defend, and save harmless the College, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and / or litigation expenses, which may be brought or made against or incurred by the College on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in any part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with claims, unemployment compensation claims, or employment disability compensation claims of employees of the Contractor and / or its subcontractors or claims under similar such laws or obligations. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the College, or its employees.
14. **Right of Assurance:** Whenever one party to the contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within (5) five days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
15. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 A.R.S. § 35-214 and §35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract.
16. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the Business conducted by the Contractor as applicable to the Contract.
17. **Public Record:** All proposals submitted in response to this request shall become the property of the College and shall become a matter of public record available for review, subsequent to the award of notification, as provided for by the Arizona Procurement Code.
18. **Protest:** Protests shall be filed, and shall be resolved, in accordance with A.R.S. Title 41, Chapter 23, Article 9. A protest shall be in writing and shall be filed with CAC's Director of Purchasing. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest must include:
 - a. The Name, address and telephone number of the protester
 - b. The signature of the protester or its representative
 - c. Identification of the solicitation or contract number
 - d. A detailed statement of the legal and/or factual grounds of protest including copies of relevant documents and
 - e. The form of relief requested

F. Special Terms and Conditions

1. It is the responsibility of each Proposer submitting a proposal to become fully acquainted with the conditions to be found at the College including, but not limited to, legal and tax requirements and the costs and issues involving in operating a food facility in the State of Arizona, specifically at CAC. The responsibility also includes the requirement of local health standards, applicable minimum wage as well as OSHA and ADA standards.
2. The closing date for receipt of proposals will be Tuesday, March 5, 2019. Proposals must be signed in ink, sealed in an envelope marked RFP# 1819-001 "Food Services" and delivered to:

Central Arizona College
Mark Salaz
Purchasing Office, Room H123
8470 North Overfield Road
Coolidge, AZ 85128

3. The proposal opening will be located in Room H-101 at 3:00 PM, AZ Time at the Signal Peak Campus. Proposals will NOT be accepted after that time.
4. If you wish, you may hand deliver your proposal in a sealed envelope to the Purchasing Office prior to the official proposal opening.
5. All proposals must be guaranteed firm for at least 90 days from the formal opening date.
6. A Contractor may be asked to present evidence to the satisfaction of the College that it is fully qualified and has the technical and financial resources to fulfill the conditions of the General Terms and Conditions of this RFP. In order for the College to understand certain basic information about the Contractor, information sheets are included as an integral part of this RFP and must be completed in detail as part of the proposal by the Contractor. The College reserves the right to thoroughly investigate the financial status, technical expertise, and background of the Contractor stated on the information sheets or attachments thereto.

Failure to submit and answer all questions on the information sheets may be cause for rejection of proposal. If the space provided is insufficient to fully provide the information required by the question, attach separate sheets and make reference to them as appropriate. Any additional information submitted about the Contractor's company will be appreciated.

This Request for Proposal does not constitute a commitment by the College to award a contract. The College reserves the right to award to single or multiple Proposers. The award or awards shall be made on the proposal(s) that serves the best interest of the College and will not be evaluated solely on a monetary basis. No contract award(s) shall exist until executed in writing.

In the event any Proposal shall include in its Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal

and clearly marked as to any proprietary claim. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any or all information included in the proposal submitted unless the information is expressly restricted by the Proposer.

Any Proposer may withdraw their proposal by written request at any time **prior** to the deadline set for receipt of proposals. No proposal may be withdrawn after that deadline. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

Any or all costs associated with the preparation of responses to the RFP, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the College.

G. Rights Reserved by the College

1. The College reserves the right to reject any RFP that does not contain all the requested information.
2. The College reserves the right to waive any minor irregularity in any RFP received.
3. The College reserves the rights to cancel the RFP, or to cancel and re-issue the RFP.
4. RFPs must be complete and include all information defined in Section 5. Incomplete submittals will not be considered for award.

Section 2 – Background Information

A. Current Status

Currently the College's food service provider prepares meals for students, staff and members of the community through a full-service cafeteria and snack bar on its Signal Peak Campus. The Aravaipa, Maricopa, San Tan, and Superstition Mountain Campuses all have a snack bar and/or café. The provider also offers catering services for College functions throughout the District.

The Signal Peak Campus cafeteria customers are those students living in our residence halls which has a maximum capacity of 372 beds. Three meals are provided Monday through Thursday. Friday, Saturday, and Sunday services consist of a brunch and dinner. All other locations service students and staff.

Section 3 – Contractual Elements

A. Facilities and Equipment Provided by CAC

1. Signal Peak Campus:
The Contractor shall have primary use of the following facilities located in the Mel A. Everingham Student Center:
 - a. Kitchens, including kitchen equipment and small wares.

- b. Dining area, serving areas.
- c. Designated storage areas.
- d. Notwithstanding the above provisions, the College reserves the right to use the said premises and facilities for meetings and other functions whenever meals are not being served. In such instances, if additional custodial services are necessary, the College will utilize its own personnel in performing such services.
- e. The College will provide adequate office space and furniture at all locations.

B. Operational Components

1. Purpose and Focus

The Contractor has the exclusive right to operate the food service facilities and equipment detailed in Section A as an independent contractor for the term of the contract for the following purposes:

- a. To prepare and serve meals in the food areas on the Aravaipa, Maricopa, San Tan, Signal Peak, and Superstition Mountain Campuses, for students, employees, and members of the community, reimbursed by cash sales and/or board billing.
- b. If proposed, prepare and serve food and beverages required for social functions and conferences when requested by the College. The cost for meals and beverages for any of the foregoing functions shall be determined by the contractor in advance of the function. The Contractor may also stock and sell food and other related items if financially feasible, except as herein provided:
 - The Contractor agrees that the College has the right to approve all such items, and
 - The Contractor agrees to cease the sale of all such items upon demand by the College.
- c. The College reserves the right to enter into separate contracts with any vendor and/or vendors to operate beverage and snack vending operations at any locations to include the sale of beverages and snacks in the Bookstores, operated by outside vendor, or at other facilities identified by the College.

2. Merchandise in Stock

The new Contractor, if in fact a new Contractor is awarded the contract, agrees to purchase all usable and salable food and supplies in stock of the old Contractor and the College at a fair market price. If the contract is terminated by either party for any reason whatsoever, the College agrees to either purchase all usable and salable food and supplies in stock or stipulate in the contract with the new Contractor that the latter shall purchase said food and supplies at a fair market price. Fair market price shall be defined as the price established from invoices of the last purchased items to be sold. If the above food and supplies exceed a normal 30-day supply, it will be the option of the new Contractor and/or the College not to purchase the excess portion.

3. Employment of Personnel

- a. The College shall have the right to approve all persons employed by the Contractor in the execution of the contract.
- b. The College reserves the right to recommend discharge of any of the Contractor's employees if their services are unsatisfactory or unnecessary. Board, in lieu of pay, will not be permitted by the College for any Contractor employee.
- c. The Contractor shall employ students attending the College whenever available. The student employees will be compensated in full for the work performed by the Contractor. Students employed by the Contractor must be paid in accordance with regular payroll procedures of

the Contractor and must meet the requirements of the Federal Fair Labor Standards Act, Minimum Wage Law and the American with Disabilities Act.

- d. The Contractor agrees that the College administration may interview and pass on the qualifications of the Contractor's General Manager and all other management personnel prior to their placement at the College. The College will insist that, especially the General Manager, be of the highest professional standard and experience and the College intends not to make compromises in the enforcement of this provision. The Contractor's refusal to appoint a General Manager that meets the approval of the College shall constitute valid grounds for revocation of the award and contract.
- e. The Contractor shall require all personnel handling food to comply with any and all Federal, State and local rules, regulations, and laws governing food preparation and handling.
- f. The Contractor shall at all times maintain on duty at the institution an adequate staff of employees for efficient operation, and shall provide expert administrative, dietetic, equipment consulting, and personnel advice and supervision.
- g. The Contractor shall be required to be in full compliance with all Federal and State statutes including, but not limited to, wage and hour laws, social security benefits and Affirmative Action/Equal Employment Opportunity requirements. All compensations and benefits due employees shall be paid by the Contractor, and the College in no way will be financially, legally, or otherwise liable.
- h. The Contractor shall not discriminate in the employment of personnel because of race, color, religion, sex, age, creed, national origin, or disability. The Contractor will agree to hold CAC harmless from any and all claims arising out of the Contractor's failure to observe any applicable Federal, State or local laws, ordinances, or regulations; and further, to hold the College harmless for any and all claims for personal injury, product liability, or property damage arising from the Contractor's negligent acts or omissions in rendering services under the terms of this agreement. The Contractor shall have the right to defend and/or settle any such claim or any suit arising by reason thereof as the Contractor deems expedient.

4. Sanitation, Health, and Housekeeping

- a. The utmost importance is placed on proper sanitation standards. The Contractor shall comply with local County, State, and Federal health regulations in the conduct of its work under this contract. The Contractor shall maintain health sanitation and housekeeping standards at least equal to those specified for an "A" rating by the State Division of Health Services. A copy of all Health Department inspection reports will be provided to the College.
- b. The Contractor shall conduct a continuing program of employee education and training in cleaning and sanitation procedures, regulations, and standards so as to affect a high level of employee interest, competency and effectiveness in this critical area of activity. Employee training records shall be made available to the College upon request. Contractor shall comply with all federal, state and county food handling regulations and shall ensure that all food handlers are following established hygiene practices in the handling of all food items.
- c. Contractor is responsible for reporting to the College as soon as possible any facility and equipment problems.

5. Contractor's Responsibilities and Expenses

The Contractor shall at its own expense bear any and all cost of the operation of the food service, except those expressly provided by the College. The Contractor shall pay any and all costs and

expenses connected with the Contractor's use of the premises and facilities including, but not limited to, the following:

- a. Raw food and food products.
- b. Labor, benefits, compensation and insurance.
- c. Supplies: Paper and plastic tableware; cleaning supplies for dishes, flatware, pots and pans; janitorial equipment and cleaning and sanitizing supplies; and office supplies.
- d. All telephone expenses and mailing expenses.
- e. Licenses and permits required by law.
- f. Health examinations for all employees.
- g. Janitorial Service: The Contractor shall provide daily housekeeping, cleaning, sanitation service, and supplies for all food service equipment and areas which shall include, but not be limited to production kitchens, serving areas, hoods and filters, refrigerators, freezers, receiving and storage areas, trash/garbage areas, dining area and snack bar floors, walls, ceilings, tables and chairs, and dish rooms used by the food service.
- h. Window Cleaning: The Contractor shall be responsible for all interior windows/glass within the kitchen and service areas. For example: sneeze guards and bar surround.
- i. Extermination Services: The Contractor shall be responsible for professional pest control services inside the dining and kitchen areas. This includes maintaining their own pest control contracts and service scheduling.
- j. Maintenance of inventory of small expendable items, replacement of lost, worn or broken pots, pans, and cooking utensils; lost, stolen, chipped or broken china, glassware, silverware, trays, glass and cup racks and other movable kitchen and serving equipment furnished by the College. (Replacement of expendable items shall be matching patterns and/or of equal quality to that lost through breakage and pilferage.)
- k. Table top set-up and cleaning, table and chair cleaning for all catered events.
- l. Placement and/or take-down of tables, chairs and auxiliary equipment, and cleaning and mopping for all catered events in the dining area.
- m. Acquisition of all beverage vending equipment in all eateries.
- n. Trash, garbage, removal and dumpster contracts.
- o. Motor vehicle(s) and expenses related thereto. If there are food and beverage items under this contract which must be transported by the Contractor, the Contractor shall be responsible for providing qualified staff to operate vehicle(s) and for having said staff authorized for such operation on College grounds through the College's Administrative Services office. The Contractor shall be liable for damages and/or injuries caused by negligent operation of said motor vehicle(s).

6. The College's Responsibilities and Expenses

- a. Major kitchen and serving equipment, whether movable or non-movable.
- b. Necessary dining area and auxiliary furnishings and furniture.
- c. Initial inventory of small expendable items - pots, pans, cooking utensils, china, glassware, silverware, trays; and all other movable kitchen and serving equipment and to provide additional inventory as necessary for additional students.
- d. All utilities to operate the food service facility which includes heat, air conditioning, electricity, gas, steam, refrigeration, cold and hot water.
- e. Maintenance of buildings, including repairs of major plumbing and wiring and all other building repairs.

- f. Maintenance, replacement, and cleaning of external building windows (both interior and exterior sides) and light fixtures as well as waxing of serving area floor at least twice annually.
- g. Exterior extermination services to be provided by professional extermination contractor.
- h. Maintenance and repair of major equipment, except when repairs are made necessary because of negligence by Contractor or any Contractor's employees.
- i. Replacement cost of obsolete or non-repairable major equipment.
- j. Preventive maintenance of building and equipment.
- k. Furnishing and maintaining fire extinguisher equipment and supplies.
- l. Semi-annual cleaning of hood ducts, plenums, and related vents and fans.
- m. Clean-up and lost supplies costs for any damage due to faulty equipment such as fire suppression discharge is the responsibility of the College. The Contractor is responsible to pay for these costs in case of a fire generated as a result of cooking. The daily monitoring of refrigeration/freezer failures remains the responsibility of the Contractor. If repairs cannot be made by the College in a timely manner, the expense of transferring food and keeping it cold becomes the responsibility of the College. Dish room failures resulting in use of paper and plastic items is the responsibility of the Contractor up to two days per occurrence. Any equipment failure due to negligence of the Contractor or their employees or due to lack of reporting said failure to the College will result in all costs being paid by Contractor.

C. Service and House Policies

- 1. Cafeteria service shall be available during all dates and times as determined by the College to appropriately meet the dining needs of faculty, staff and students.
- 2. Catering and Refreshment Services will be provided in accordance with mutually agreed upon policies and procedures seven days per week. Prices for catering and refreshment services will be established by mutual agreement between the Contractor and the College.
- 3. Carry-Outs - No carry-outs shall be allowed, except for situations as agreed upon by the contractor and the College.

D. Minimum Standards, Specifications and Selections

- 1. Food Specifications
 - a. The Contractor is encouraged to provide offerings based upon U.S. nutrition and dietary guidelines as well as foods for alternative diets such as vegetarian and gluten-free varieties.
- 2. Menu Specifications
 - a. The Contractor agrees to use menus prepared by a dietitian who is certified, registered, or licensed by the American Dietetics Association or other appropriate agency. A copy of each menu cycle must be submitted to the College's representative via email and must be available on request in the dining area. A minimum of a six-week cycle is recommended.
 - b. The Contractor agrees to maintain a high standard of product quality control and unlimited quantities of all food and beverages.
 - c. No left-overs from catered or special events shall be offered.
 - d. Contractor shall provide the following meal alternatives to students who have a significant class schedule problem which makes it impracticable to eat at regular meal times.

- i. A sack lunch in lieu of regular line service. Twenty-four hour notification from the student is required.
- ii. When students are traveling from the College on a College sponsored activity which takes them out of town, one sack lunch per meal ticket student will be provided for one meal only.
- iii. Sick Trays - The Contractor shall provide carry-out sick tray service to the residence hall students as requested in writing by College Representative.

3. Hours of Operation

Below are our current hours of operation at each campus facility. The Contractor is encouraged to develop a plan of operation for each campus including hours of operation. Using ingenuity, creativity, and resourcefulness are fully supported by the College. Hours of operation shall be agreed upon by the College and the Contractor.

Aravaipa Campus

Monday – Thursday 10:00 AM – 2:00 PM

Maricopa Campus

Monday – Thursday 7:30 AM – 1:30 PM

San Tan Campus

Grill: Monday – Thursday 6:00 AM – 2:00 PM

Coffee Shop: Monday – Thursday 8:00 AM – 3:00 PM

Signal Peak Campus

Cafeteria: Monday – Thursday 7:00 AM – 7:30 PM

Friday – Sunday 11:00 AM – 6:30 PM

Snack Bar: Monday - Thursday 8:00 AM – 3:00 PM and 7:00 PM – 9:00 PM

Sunday 6:30 PM – 8:30 PM

Friday – Saturday CLOSED

Superstition Mountain Campus

Grill: Monday – Thursday 10:00 AM – 2:00 PM

Coffee Shop: Monday – Thursday 7:30 AM - 10:00 AM and 2:00 PM – 6:00 PM

E. Financial Accountability Standards

1. Calendar

The College shall provide as a guide to the Contractor a food service calendar which shall be subject to modification by mutual agreement.

2. Billing

Billings shall be submitted by the Contractor for the previous calendar month, and shall be based on the actual weekly number of students on board plans, or costs incurred for management fee contracts

3. Meal Plans

The College shall develop the contract meal information and make all the necessary arrangements in signing students to the formal board contract. The College shall determine the schedule of board contract payments and will be the collecting and refunding agent.

4. Refunds

It is understood that credit for refunds for missed meals or residual declining balance will not be required of the Contractor for those persons regularly participating in the contract board program.

5. Catering

The Contractor shall be responsible to bill and handle collection of receipts for all non-College catered events. Contractor shall ensure that appropriate billing information is collected for all College related catering and will provide a complete and accurate list, including dates, departments, amounts, and billing information to the College's Accounts Payable on a monthly basis. All catering cash transactions and accompanying verification cash reports shall be the responsibility of the Contractor.

6. Commissions

For P&L agreements, the Contractor will pay the commissions provided for in this document on a monthly basis. The commission shall be calculated on the amount of gross receipts derived from operating the various food service operations during the previous period and applying the applicable percentage in the contract.

7. Audits and Reports

The Contractor shall grant the College the right to inspect or audit the financial records of the Contractor relative to cash and charge sales of all types.

F. Legal Specifications and Requirements

1. Liability and Indemnity

It is expressly understood and agreed that the Contractor is an independent Contractor engaged in transacting business on its own account in the premises furnished to the Contractor, and said Contractor does hereby expressly agree to pay for the costs of all merchandise, services, and other expenses in connection with the operation of its business and to indemnify and hold harmless the College from and against any and all claims and demands whatsoever of any kind or nature, that may be brought against said College by reason of any matter arising out of, acting, or concerning the food service operations of the Contractor and not occasioned through the fault of the College. The Contractor hereby expressly relieves the College from all of its equipment, supplies, raw food, or any other material on the premises belonging to the Contractor and for injury to any of its members or employees.

2. Insurance

The Contractor shall procure and maintain during the terms of the Contract the following minimum insurance coverage:

- a. Bodily injury and property damage liability insurance providing coverage for premises, operations, automobile, and product liability in the amount of a single limit of \$1,000,000.00 each occurrence.

- b. Worker's compensation coverage for claims of damage because of bodily injury, occupational sickness, disease, or death.
- c. Unemployment insurance and/or any other insurance required by law for the Contractor's employees. Certificates of insurance acceptable to the College shall be filed with the College prior to commencement of this contract. These certificates of insurance shall contain a provision that coverage as afforded under the policies will not be canceled until at least 15 days prior written notice has been delivered to the College. All such insurance policies and certificates shall contain a waiver of subrogation. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance. Failure by the Contractor to provide and maintain in force the insurance required under this item is a breach thereof and shall give the College the power to cancel and terminate this agreement forthwith and without notice.
- d. All such insurance policies and certificates required in this contract shall be issued by an insurance company with sound and adequate financial responsibility which is licensed to do business in the State of Arizona.

3. Compliance with Laws

The Contractor shall at all times during the term of the contract and with respect to all phases of operation the food service comply with all applicable ordinances, laws, rules and regulations of the County of Pinal, the College, the State of Arizona, and the United States of America, and of any political subdivision or agency, authority, or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operation of the food services, including but not without limiting the generality of the foregoing, such rules and regulations of the College as are not inconsistent with the rights herein granted the Contractor. The Contractor shall also take out and keep current all licenses and permits (whether municipal, state, or federal) required for the conduct of its operation at the College and pay promptly, when due, all fees thereof.

4. Amendment

The contract shall not be varied in its terms by any oral agreement or representation, or otherwise, except by an instrument in writing of subsequent date hereto executed by both parties (the College and the Contractor) or other persons duly authorized.

5. Severability of Invalid Provisions

In the event any term, covenant, or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or conditions hereof.

6. Assignment and Subletting

The Contractor shall not at any time sell, convey, transfer, mortgage, pledge, or assign this contract, either in whole or in part, nor any of its rights, title, interest or privilege hereunder, no

sublease or sublet any of the premises or any part thereof, without the prior written consent of the College.

7. Paramount Agreement

This contract supersedes any and all other and/or written provisions, stipulations, premises, covenants, agreements, requirements and obligations. This contract shall, whenever applicable, extend to and bind and ensure to the benefit of the College and Contractor, and legal representatives, successors and assigns of either and/or both of them.

8. Right of Access and Inspection

The College, by its officers, employees, agents, representatives, and contractors, shall have right at all reasonable times to enter upon all portions of the premises for the purpose of inspecting same, for observing the performance of the Contractor in its obligations under this contract, and to service or post or keep posted thereon notice provided by any law or rules or regulation or the State which the College deems to be for the protection of the College and/or the premises, and for the doing of any act or thing which the College may be obligated or have the right to do under the contract. Without limiting the generality of the foregoing, the College by its officers, employees, agents, representatives, and contractors, and furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Contractor, or for the benefit of others than the Contractor at the College, to enter upon said premises at all reasonable times to make such repairs, replacements, or alterations as may, in the opinion of the College, be necessary or desirable and, from time to time, to construct or install over, in or under, the premises new systems or parts thereof, and to use the said premises for access to other parts of the College not otherwise conveniently accessible. The College shall not allow any use of facilities which in any way interferes with the ability of the Contractor to adequately perform the terms of this contract.

9. Damage or Destruction

- a. If and in the event the premises or any part thereof are structurally damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the College at its own expense. If such structural damage shall be so extensive as to render the premises untenable but capable or being repaired within 30 days, the same may be repaired at the option of the College at its own expense. If such repairs are needed, the Contractor and the College will mutually decide, in an equitable manner, the status of this food service contract at the College.
- b. In the event the premises or any part thereof are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they will remain untenable for more than 30 days, the College shall be under no obligation to repair and reconstruct the premises or any part thereof. In the event of such loss, the Contractor and the College will mutually decide, in an equitable manner, the status of this food service contract at the College.

10. Renegotiation

The College recognizes that prices of food and labor of the Contractor may fluctuate from year to year. However, for each year of the contract, price increases, if any, which may be proposed by the Contractor for the upcoming fiscal year will have to be documented and justified to the College no later than **February 1st** of the current fiscal year. The College reserves the right to approve or reject all price changes. In no event will price increases be allowed to increase more than the portion of the “cost of living index” relating to food and labor as established by the United States Department of Labor for the previous 12-month period. All increases must be in conformance with any Federal or State wage controls that may be in existence at the time. Any exceptions to this would be any Federal or State statutory changes directly affecting food service operation cost (e.g., sales tax, minimum wage, etc.)

11. Legal Jurisdiction

The laws of the State of Arizona shall control in the execution and interpretation of this contract.

Section 4 – General CAC Information

1. Signal Peak Campus Residency
372 maximum capacity in Residence Hall

2. Signal Peak Campus Residency by Semester
 - a. Fall 2017 – 236
 - b. Spring 2018 – 207
 - c. Fall 2018 – 215

Section 5 – Contractor Information

A. Minimum Financial and Experience Warranty

The Contractor submitting this proposal warrants the following:

- a. That the individual firm, corporation, or partnership (parent or subsidiary company) making this application, has been in continuous existence for a period of at least five years or more;
- b. That the Contractor has successfully operated food services for at least one college or university whose food service volume exceeds that of 100 board contracts and \$100,000.00 annual cash sales;
- c. That the Contractor is attaching to this information sheet, the last three annual reports or statements of net worth prepared by an independent Certified Public Accountant.
- d. Information to be Furnished
 - i. Name, address and principal occupation of principal officers (attach sheets for President, Vice President, Secretary and Treasurer).
 - ii. List all of the colleges and universities presently operated in the State of Arizona first and then list other college and universities presently operating throughout the country. Please include name, title, phone number, email address and the average number of boarding students fed per day. (Attach separate sheet.)
 - iii. List all of the college and university accounts terminated during the last five years, the reasons they were terminated, and whether you are now serving them again. (Attach separate sheets.)

- iv. Financial Statements for most current fiscal year ending.
- v. Location of your regional supervisor for the account:

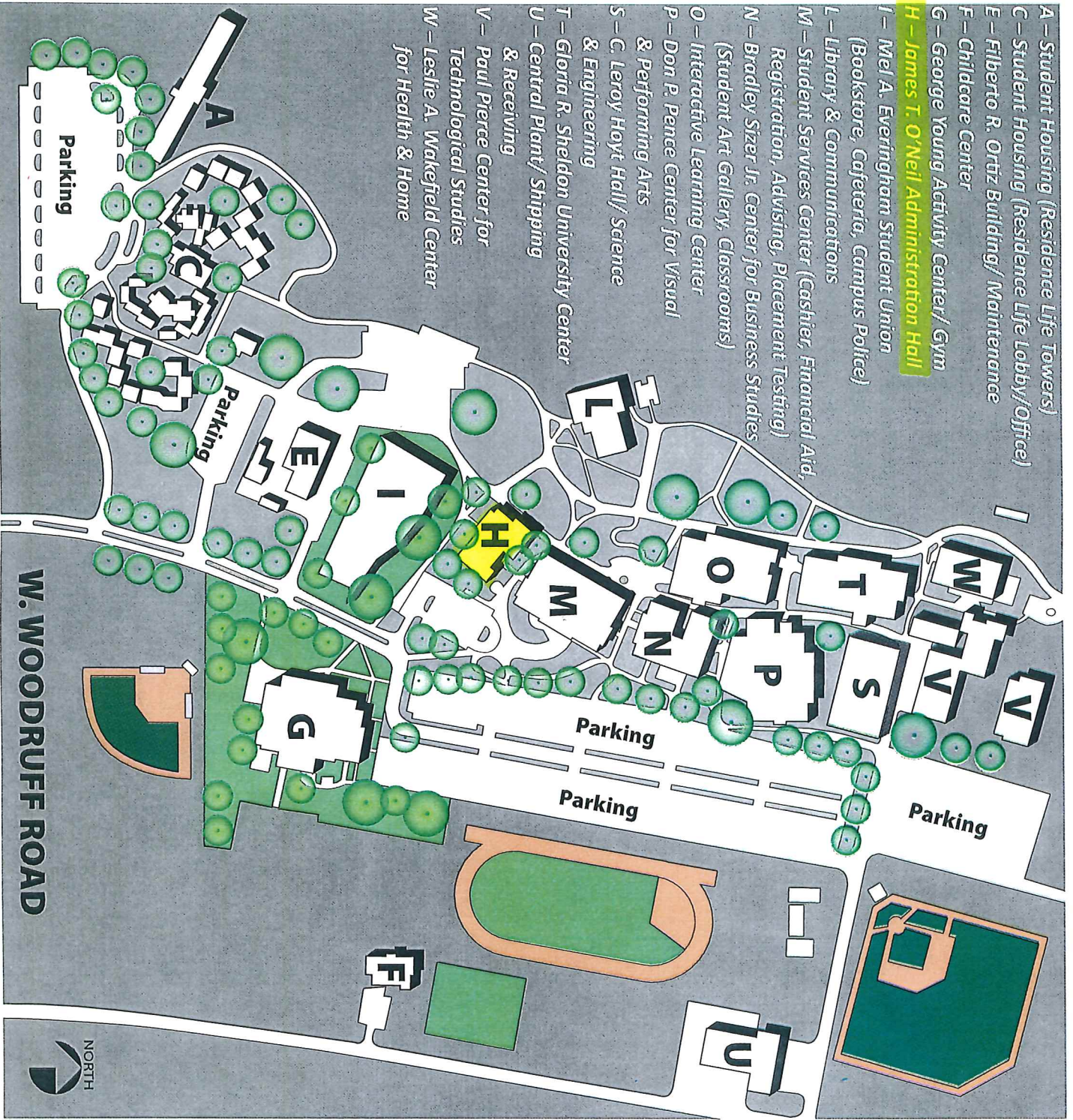
Name: _____

Address: _____

Number of annual visits anticipated: _____

- vii. Signal Peak Campus needs to have mandatory service hours to accommodate residence hall students and staff. Prepare a business proposal for each of the other campuses (Aravaipa, Maricopa, San Tan, and Superstition Mountain) including proposed hours of operation, offerings, and services provided.
- viii. Attach a representative menu for each site for the first month of operation in the dining area.
- ix. Prepare a narrative, not to exceed one (1) page, describing the proposed food service operations for the Signal Peak Campus. Include whether you propose: 1) Profit and Loss or a Management Fee operation, listing the corresponding share or fees; 2) individually priced items or all-you-can-eat; 3) offerings to contain costs; 4) services that reflect quality.
- x. Prepare a narrative, not to exceed one (1) page, describing the proposed food service operations for the Aravaipa Campus. Include whether you propose: 1) Profit and Loss or a Management Fee operation, listing the corresponding share or fees; 2) offerings to contain costs; 3) services that reflect quality.
- xi. Prepare a narrative, not to exceed one (1) page, describing the proposed food service operations for the Maricopa Campus. Include whether you propose: 1) Profit and Loss or a Management Fee operation, listing the corresponding share or fees; 2) offerings to contain costs; 3) services that reflect quality.
- xii. Prepare a narrative, not to exceed one (1) page, describing the proposed food service operations for the San Tan Campus. Include whether you propose: 1) Profit and Loss or a Management Fee operation, listing the corresponding share or fees; 2) offerings to contain costs; 3) services that reflect quality.
- xiii. Prepare a narrative, not to exceed one (1) page, describing the proposed food service operations for the Superstition Mountain Campus. Include whether you propose: 1) Profit and Loss or a Management Fee operation, listing the corresponding share or fees; 2) offerings to contain costs; 3) services that reflect quality.
- xiv. Prepare a narrative, not to exceed one-half (1/2) page, describing the proposed catering operations for all campuses. Include whether you propose: 1) Profit and Loss or a Management Fee operation, listing the corresponding share or fees; 2) offerings to contain costs; 3) services that reflect quality.

- A – Student Housing (Residence Life Towers)
- C – Student Housing (Residence Life Lobby/Office)
- E – Filberto R. Ortiz Building/ Maintenance
- F – Childcare Center
- G – George Young Activity Center/ Gym
- H – James T. O'Neil Administration Hall
- I – Mel A. Everingham Student Union (Bookstore, Cafeteria, Campus Police)
- L – Library & Communications
- M – Student Services Center (Cashier, Financial Aid, Registration, Advising, Placement Testing)
- N – Bradley Sizer Jr. Center for Business Studies (Student Art Gallery, Classrooms)
- O – Interactive Learning Center
- P – Don P. Pence Center for Visual & Performing Arts
- S – C. Leroy Hoyt Hall/ Science & Engineering
- T – Gloria R. Sheldon University Center
- U – Central Plant/ Shipping & Receiving
- V – Paul Pierce Center for Technological Studies
- W – Leslie A. Wakefield Center for Health & Home



W. WOODRUFF ROAD

