



STATE OF NORTH CAROLINA

Central Piedmont Community College

Request for Proposal #: 88-240010-JE

Catering Services (Harris Conference Center)

Date of Issue: September 27, 2023

Proposal Opening Date: October 10, 2023

At 12:00PM ET

Direct all inquiries concerning this RFP to:

Jennifer Ennis

Procurement Supervisor

Email: Jennifer.ennis@cpcc.edu

Phone: 704-330-6089



STATE OF NORTH CAROLINA

Request for Proposal

88-240010-JE

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Central Piedmont Community College

Refer <u>ALL</u> Inquiries regarding this RFP to: Jennifer Ennis Jennifer.ennis@cpcc.edu	Request for Proposal #: 88-240010-JE
	Proposals will be publicly opened: October 10, 2023 by 12pm
Using Agency: Central Piedmont Community College	Commodity No. and Description: 9010 – Catering Services
Requisition No.: TBD	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:

Proposal Number: 88-240010-JE

Vendor: _____

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
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VALIDITY PERIOD

Offer shall be valid for at least ninety 90 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Central Piedmont Community College)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS.....	5
2.4	RFP SCHEDULE.....	6
2.5	PROPOSAL QUESTIONS.....	6
2.6	PROPOSAL SUBMITTAL.....	6
2.7	PROPOSAL CONTENTS	7
2.8	ALTERNATE PROPOSALS	8
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	8
3.3	PROPOSAL EVALUATION PROCESS.....	8
3.4	EVALUATION CRITERIA	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.6	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS	10
4.1	PRICING.....	10
4.2	INVOICES.....	10
4.3	FINANCIAL STABILITY.....	11
4.4	HUB PARTICIPATION	11
4.5	VENDOR EXPERIENCE	11
4.6	REFERENCES	11
4.7	BACKGROUND CHECKS	12
4.8	PERSONNEL.....	13
4.9	VENDOR'S REPRESENTATIONS.....	13
4.10	QUESTIONS TO VENDORS	13
4.11	AGENCY INSURANCE REQUIREMENTS MODIFICATION	13
5.0	SPECIFICATIONS AND SCOPE OF WORK	13

5.1	PROJECT ORGANIZATION.....	16
5.2	TECHNICAL APPROACH	16
6.0	CONTRACT ADMINISTRATION	17
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE	17
6.2	POST AWARD PROJECT REVIEW MEETINGS	17
6.3	CONTINUOUS IMPROVEMENT	17
6.4	DISPUTE RESOLUTION.....	17
6.5	CONTRACT CHANGES	18
7.0	ATTACHMENTS	19
	ATTACHMENT A: PRICING	20
	ATTACHMENT B: INSTRUCTIONS TO VENDORS	22
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS	22
	ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION	22
	ATTACHMENT E: CUSTOMER REFERENCE FORM	22
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR	22
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION	22
	ATTACHMENT H: QUESTIONS TO VENDORS.....	23
	ATTACHMENT I: MENU SPECIFICATIONS FOR HARRIS CONFERENCE CENTER (HCC)	25
	ATTACHMENT J: CERTIFICATE OF INSURANCE REQUIREMENTS.....	27

1.0 PURPOSE AND BACKGROUND

Central Piedmont Community College (herein referred to as “the college”) is requesting proposals for Catering Services. These catering services will primarily serve the needs of the college’s Harris Conference Center (hereinafter referred to as HCC).

Central Piedmont Community College’s Harris Conference Center facilitates day meetings for corporations, non-profit organizations, government agencies, and the college. All food and beverage served at HCC and the college is provided by off premise caterers.

The resulting contract may also be used, on an as needed basis for other college events that may occur during the contract period, however it may not be used as the primary source for all other college catering events.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”) or November 1, 2023 whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than *ten (10)* days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any

language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	September 27, 2023
Hold Pre-Proposal Meeting/Site Visit	State	N/A
Submit Written Questions	Vendor	October 2, 2023 by 2pm
Provide Response to Questions	State	October 3, 2023
Submit Proposals	Vendor	October 10, 2023 by 12pm Virtual Public Bid Opening: Tuesday, October 10, 2023 12:00 – 12:15pm Video call link: https://meet.google.com/ibc-agjv-hnm Or dial: (US) +1 252-986-3343 PIN: 836 107 753#
Contract Award	State	November 1, 2023 (estimated)

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to Jennifer.ennis@cpcc.edu by the date and time specified above. Vendors should enter "RFP # 88-240010-JE: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the

specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed ATTACHMENT H: VENDOR QUESTIONS

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # ____ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to *multiple Vendors*, the State reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Compliance with specifications (Section 5.0)

2. Project Organization & Technical Approach (Section 5.3 and 5.4)
3. Menu Pricing (Attachment A)
4. Response to Attachment H: Questions to Vendors
5. Tastings (Optional – Section 4.7)
6. Operational Site Visit (Optional – Section 4.8)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Service Descriptions, Fees and Time Period covered.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

4.7 TASTINGS (OPTIONAL)

Please note that a tasting will only be requested if the college determines it is necessary. In accordance with Section 5.0, #13, if the college requests a tasting, the tasting will be for approximately 10-12 people, on the types of menu items provided in the proposal.

Tasting will consist of two (2) selections of continental breakfast items, one (1) buffet lunch, one (1) boxed lunch and two (2) afternoon break items. Buffet style and should be a presentation of menu items that fit within the price points listed in the Catering Pricing. Three (3) rectangular tables will be provided for the buffet, which must be set complete with service ware and any buffet decorations that would be used for normal lunch or break service, to demonstrate presentation style.

Tasting will be at Harris Conference Center, rooms TBD. There is a prep kitchen from which to operate. There is no stove, only a microwave, refrigerator, freezer and hot box, sink counters and cabinets. The facilities will be available two (2) hours prior for the caterers to set up. Serving times will be set if/when the college determines a tasting is needed. The caterers will be allowed time for clean-up.

Please note this is only a “tasting”, not a full meal. After everyone is served and seated, the caterers will have an opportunity to give a verbal presentation (10 minutes max for each caterer) if they wish. If possible, all tastings will take place over the course of no more than two (2) days for consistency in evaluation.

If tastings are requested, they will be evaluated based on the following criteria:

1. Quality of food and presentation
2. Variety of menu selections presented at tasting
3. Demonstration of vendor’s Set-Up Style
4. Verbal Presentation and ability to answer questions.

4.8 OPERATIONAL SITE VISIT (OPTIONAL)

The college reserves the option to request an operational site visit. This will include up to three (3) CPCC staff members to shadow service. The operational visit will be scheduled based on the Vendor’s available functions but will need to be scheduled to align with the evaluation timeframe of this RFP. HCC asks that two (2) options are provided, and the college will choose one (1) event to attend. The purpose of the operational visit is to see the service style of the caterer and how efficiently the servers prepare and execute a meal function. The meal function can be a plated service or buffet style. HCC requests access to see both front of the house and back of the house operations.

If the college exercises this option, the operational site visit will be evaluated based on the following criteria:

1. Quality of service
2. Demonstration of vendor’s
3. Demonstration of vendor’s efficiency in service
4. Cleanliness of back of house

4.9 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors

or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.10 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.11 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.12 QUESTIONS TO VENDORS

Vendor shall respond to questions provided for in Attachment H. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

See ATTACHMENT J: CERTIFICATE OF INSURANCE REQUIREMENTS

5.0 SPECIFICATIONS AND SCOPE OF WORK

In soliciting proposals, it is the college's desire to establish preferred catering vendors to provide all requested services for the Harris Conference Center, as well as other various events that may be held by the college at any of our other locations (refer to Attachment K).

Catering vendors must be able to guarantee a 20-minute maximum response time to an active event location in order to address any issues in a timely manner, i.e., missing buffet items, loss due to unforeseen accidents, and other incidents as they may occur. HCC facilitates over 300 events per year ranging from four (4) person working lunches to 400-person all day meetings. The response time shall be guaranteed for catering events at HCC as well as any events the college may request.

5.1 SPECIFICATIONS

The following specifications for catering services shall be provided by the awarded vendor, listed below. Specifications for the menu offerings listed within Attachment I, Menu Specifications for HCC.

Harris Conference Center			
	Caterer/Catering staff must:	Vendor Compliance Indicate Yes/No	If no, explain
1	Clean up after event, leaving premises as they were found		
2	Wash all HCC Dishware and Flatware		
3	Provide all buffet décor and serving pieces. Must be in good condition with no visible wear or damage		
4	Meals and Refreshments must be set at least 15 minutes prior to scheduled service time.		
5	Food must arrive 45 minutes prior to the scheduled service time.		
6	Must not serve food or beverage from plastic serving trays, pitchers or bowls		
7	Use the Dishware/Flatware and glassware provided by HCC		
8	Accept CPCC Visa Purchasing card with no added fees for using the card as a method of payment.		
9	Bar Service will only be requested from those vendors who hold a current license to serve beer, wine and liquor in Mecklenburg County. If your company holds this license, please submit a copy of the license with your bid response.		
10	Provide a written quote prior to services. Caterer must not charge additional delivery fees, administrative fees, weekend surcharges, or similar add-on fees		
11	Be able to create custom menus for HCC		
12	If the college exercises our option for an operational site visit, Vendor agrees to allow up to 3 CPCC staff members to see a service in progress. Refer to section 3.4		
13	If the college exercises our option for a tasting, Vendor agrees to provide a tasting for 10-12 people. Refer to section 3.4		
14	Provide a copy of current Certificate of Health Inspection with proposal		

Harris Conference Center			
	Caterer/Catering staff must:	Vendor Compliance Indicate Yes/No	If no, explain
15	Provide current Insurance/Bonding certificates evidencing coverage with proposal (awarded vendor will be required to name Central Piedmont Community College as a certificate holder and additional insurer.)		
16	Provide proof of Serv-Safe Certification with bid response.		

Other College Catering Events			
	Caterer/Catering staff must:	Vendor Compliance Indicate Yes/No	If no, explain
1	Clean up after event, leaving premises as they were found		
2	Provide all buffet décor and serving pieces. Must be in good condition with no visible wear or damage		
3	Set up meals and refreshments at least 15 minutes prior to scheduled time		
4	Must not serve food or beverage from plastic serving trays, pitchers or bowls		
5	Accept CPCC Visa Purchasing card with no added fees for using the card as a method of payment.		
6	Bar Service will only be requested from those vendors who hold a current license to serve beer, wine and liquor in Mecklenburg County. If your company holds this license, please submit a copy of the license with your bid response.		
7	Provide a written quote prior to services. Caterer must not charge additional delivery fees, administrative fees, weekend surcharges, or similar add-on fees		
8	Be able to create custom menus for college events		
9	Provide a copy of current Certificate of Health Inspection with proposal		

10	Provide current Insurance/Bonding certificates evidencing coverage with proposal (awarded vendor will be required to name Central Piedmont Community College as a certificate holder and additional insurer.)		
11	Provide proof of Serv-Safe Certification with bid response.		
12	Be able to provide beverages for college events		
13	Ability for other college events to select from caterer menus as noted and requested in Attachment A		

5.2 CANCELLATION PROCEDURES

Standard Cancellation

For meal functions over 40 people, events that are cancelled by HCC or the college up to 48 hours in advance of the event, shall incur no penalties or charges.

For meal functions under 40 people, events that are cancelled by HCC or the college up to 24 hours in advance of the event, shall incur no penalties or charges.

For events that are cancelled with less than 24-hour advance notice, HCC agrees to pay for goods and services up to 75% of the actual food costs, if a caterer is not able to utilize the perishable food for other events. Cater shall use their best efforts to utilize the product for other functions.

For events that are cancelled with a less than 24 hour advance notice, the college (for college events), will make every effort to reschedule the event. If the event cannot be rescheduled, the college agrees to pay for goods and services up to 75% of the actual food costs if a caterer is not able to utilize the perishable food for other events. Cater shall use their best efforts to utilize the product for other functions.

Emergency Cancellation

During the term of the contract, there may occasions with the college may close due to inclement weather, emergency situations, or any other unforeseen reason. As a result, all events and operations scheduled for these days will be cancelled. These closures occur to ensure the safety of our Students, Staff, Visitors, Clients, etc. If this should occur, vendor will not charge or penalize the college whatsoever if a catering event must be cancelled or rescheduled due to the closure of the college.

During the term of the contract, if a State of Emergency is declared and if the expected HCC attendees cannot arrive at an event, vendor will not charge or penalize HCC whatsoever if a catering event must be cancelled or rescheduled.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

- a. Technical approach should be organized for at minimum, information for:
 - a. Vast Menu Options for Buffet based on Attachment I guidelines.
 - b. Vast Menu Options for Snacks based on Attachment I guidelines.
 - c. Vast Menu Options for Boxed Lunches based on Attachment I guidelines.
 - d. Vast Menu Options for Meals based on Attachment I guidelines.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet quarterly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

THIS PAGE LEFT BLANK, ATTACHMENTS START ON FOLLOWING PAGE

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP, which can be found in the table below:

Cost Summary Sheet

Description Labor Charges	Cost
Lead Caterer Attendant	\$_____/hr
Catering Attendant	\$_____/hr
Dishwasher/Utility (required when total number of costs exceed 40)	\$_____/hr
Bartender fee (up 3 hours)	\$_____ flat fee
Chef fee (up to 3 hours)	\$_____ flat fee

For the purpose of evaluation of the responses, the highest per-person menu pricing for the below items, as noted in Attachment J, will be evaluated.

Description	Cost/per person
Breakfast Buffet	\$_____
Hot Breakfast Buffet	\$_____
PM Snack	\$_____
Lunch Buffet	\$_____
Boxed Lunch	\$_____
Dinner Buffet	\$_____
Reception	\$_____
Bar	\$_____
Non-Alcoholic Beverages	
• Coffee/Decaf –	\$_____ per _____ quantity
• Sweet/Unsweet Iced Tea - Sodas	\$_____ per _____ quantity
• Bottled Water –	\$_____ per _____ quantity

Proposal Number: 88-240010-JE

Vendor: _____

• Juice –	\$_____ per _____ quantity
• Lemonade -	\$_____ per _____ quantity

Please provide a complete set of menus with pricing which include continental breakfast, hot breakfast, buffet lunch, plated lunch, afternoon snacks, receptions, and dinner. Refer to Section 5.4.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: QUESTIONS TO VENDORS

Responses to questions may be provided on a separate page, however answers need to be numbered to correspond with the associated question.

1. Changes to menu selections require how many hours notification?
2. How far in advance do you need final guarantee numbers?
3. How many of your servers are ServSafe® Certified?
4. Please describe the uniform of your servers.
5. What is the largest corporate group to whom you have provided all day service?
6. Where is your catering facility located?
7. Will you be able to provide 1 dedicated lead and at least 2 trained back-up leads to run events at HCC, where one is always available?
8. How often do you use temp labor?
9. Please provide any written standards of service?
10. Do you own china and glass serving ware and clean, matching chafing dishes for service at HCC?
11. On occasion, HCC clients request farm to table and sustainable menus. Demonstrate vendor's ability to be creative with menus?
12. Are you able to accommodate dietary restrictions (gluten free, vegetarian, etc.) at the same menu prices as outlined in this proposal?

13. What is the percentage of pre-packaged dry goods vs. freshly made items available as break options?
14. Do you have a minimum number of hours for labor?
15. Do you have a minimum for hot buffets? If yes, what is the minimum?
16. Do you have any minimum spend requirements per day/per event?
17. Are you able to honor our request for a 10% overage for up to 10 people at no additional charge?
18. Do you provide custom menu items?
19. Are you able to identify gluten-free, vegan, nut-free, dairy-free, and soy/sesame on all or a majority of the proposed menu items?

ATTACHMENT I: MENU SPECIFICATIONS FOR HARRIS CONFERENCE CENTER (HCC)

- Breakfast Buffet-
 - Must include
 - Fruit/fruit salad
 - Selection of bread/protein options
 - 7-8 options
 - One (1) must include a protein
 - One (1) must be gluten free
- Hot Breakfast Buffet-
 - Must include
 - Fruit/fruit salad
 - Three (3) hot items, i.e. scrambled eggs, bacon/sausage, potatoes
 - Bread item, i.e. biscuit, pastry, muffin
- PM Snack -
 - At least ten (10) proposed options
 - Must include at least two (2) vegetarian options
 - May suggest “themed” afternoon breaks, no more than two (2), with a slight upcharge
- Lunch Buffets -
 - Twelve (12) prix fixe menus to include bread, salad, protein, side, dessert
 - Include one (1) vegetarian/vegan option and one (1) gluten free option in addition to the Twelve (12)
 - Up to two (2) Build Your Own menus so client may put together their own menu by selecting one (1) bread, one (1) salad, one (1) protein, one (1) side, one (1) dessert from a few options of each item
 - Provide costs for additional servings of proteins, sides, salads, desserts
- Boxed Lunches -
 - Must include ten (10) sandwich/wrap options
 - Must offer at least one (1) vegetarian option
 - All sandwiches/wraps must include a side and dessert inside the box
 - Must include three (3) salad options, with and without protein
 - All salads will be boxed with a bread item and dessert
- Dinner Buffets –
 - Twelve (12) prix fixe menus to include bread, salad, protein, two (2) sides, dessert
 - Include one (1) vegetarian/vegan option and one (1) gluten free option in addition to the twelve (12)
 - Up to two (2) Build Your Own menus so client may put together their own menu by selecting one (1) bread, one (1) salad, one (1) protein, one (1) vegetable side, one (1) starch side, one (1) dessert from a few options of each item
 - Provide costs for additional servings of proteins, sides, salads, desserts
- Reception -
 - Provide at least twenty (20) options with portion sizes of two (2)- three (3) pieces per serving
 - Submit two (2) additional options for dessert station
 - The options may be grouped as desired by the catering company, i.e. hot/cold, veggie/seafood/chicken
- Bar -
 - HCC provides sodas and bottled water
 - Caterer to provide stemware
 - At least three (3) domestic beers, one (1) red wine, one (1) white wine
 - Bartender
- General Information
 - All menu items should be marked with appropriate symbol if they satisfy a dietary restriction, i.e. VG – Vegan, V – Vegetarian, GF – Gluten Free, DF – Dairy Free, SF – Soy Free. NF-Nut Free
 - A few Ala carte options are welcome in every category
 - No split charges for breakfast/break options for groups of twenty-five (25)+ guests

- We make all attempts to accommodate mutual minor adjustments to the menus throughout the year.
 - Annual menu updates should be submitted to the Conference Services Team at HCC yearly upon any renewal options that are exercised by the college. Vendor shall provide them no later than June 30, each calendar year, for publication to our clients beginning September 15 of each year.
 - Note: The College may exchange one side for another side at no additional charge.
- HCC/CPCC Standard Staffing
 - One (1) server per twenty-five (25) guests, unless otherwise discussed in advance
 - All staffing should be clearly outlined and submitted with order confirmations each week

ATTACHMENT J: CERTIFICATE OF INSURANCE REQUIREMENTS

Please note: While these are Minimum Requirements, Higher limits or additional coverages may be required based on vendor risk and exposure.

Commercial General Liability • (Occurrence form) Coverage not less than:	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate* \$2,000,000 Products & Completed Operations Aggregate * Including contractual liability, waiver of subrogation, primary and noncontributory. Schedule of Endorsements must be provided. GL Policy Number must be listed.
Automobile Liability • Required for all Owned Autos or must provide 'Hired & Non-Owned Auto' coverage.	\$1,000,000 Combined Single Limit* OR \$1,000,000 Bodily Injury per Accident \$1,000,000 Bodily Injury per Person \$1,000,000 Property Damage * Including waiver of subrogation in favor of Central Piedmont.
Umbrella Liability • Additional coverage that can be combined to meet requirements:	\$3,000,000 Per Occurrence \$3,000,000 Aggregate
Workers' Compensation	State Statutory Limits* Employer Liability \$500,000 Each Accident* \$500,000 Disease Policy Limit \$500,000 Disease Each Employee * Including waiver of subrogation in favor of Central Piedmont.
Additional Insured • Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of Ongoing Operations and Completed Operations for the additional insured)	• Coverage must be primary and noncontributory above any other insurance Central Piedmont Community College may carry. • Waiver of Subrogation on all policies in favor of Central Piedmont Community College. • Make subcontractor's insurance primary.
Professional Liability (Errors and Omissions) • If professional services are being provided.	\$1,000,000 Per Occurrence
Cyber Insurance Liability	\$1,000,000 Per Occurrence * Including information security & privacy liability.

Certificates of Insurance Must Indicate the Following

- Central Piedmont Community College needs to be listed as the **Additional Insured**:
 - Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of Ongoing Operations and Completed Operations for the additional insured)
 - Coverage must be primary and noncontributory above any other insurance Central Piedmont Community College may carry.
 - Waiver of Subrogation on all policies in favor of Central Piedmont Community College.
 - Make subcontractor's insurance primary.
- Central Piedmont Community College needs to be listed as the **Certificate Holder**:

Central Piedmont Community College
Attention: Enterprise Risk Management
PO Box 35009
Charlotte, NC 28235-5009

Physical address: 1425 Elizabeth Avenue, Charlotte, NC 28204
- Central Piedmont Community College requires a COI which shows **General Liability, Workers' Compensation, Automobile Liability** and **Umbrella Liability** coverages. (The minimum coverages accepted are listed for each.)

- a. Enterprise Risk Management *may* opt to waive the requirements for Automobile Liability or the Workers' Compensation, depending on the scope and scale of the job or event.
 - b. Enterprise Risk Management *may* opt to waive the requirements for Umbrella Liability in addition to the GL, depending on the GL coverage as well as the scope and scale of the job or event.
4. Carrier and effective/expiration date must be shown on all coverages listed on COI.
5. If a service is being rendered where there is access to secure areas of the college, then **Crime Coverage (performance or similar bond)** may be required.
6. If the service being rendered involves waste removal of any kind, Enterprise Risk Management needs to see **Pollution Liability** as well as **Transportation Liability**.
7. If any products and/or services related to information technology (including hardware and/or software) are provided to Central Piedmont Community College, **Cyber Liability** will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.
8. **There may be instances where Enterprise Risk Management will require additional insurance and/or coverages based on the service(s) provided.**

ATTACHMENT K: OTHER POTENTIAL COLLEGE LOCATIONS

Note: The college may or may not use this contract for other college events, however in the event that it is desired, the other college locations are noted below.

Location	Address
Cato Campus	8120 Grier Road Charlotte, NC 28215
Central Campus (Bldgs may vary)	1201 Elizabeth Avenue, Charlotte, NC 28204
City View Center	1609 Alleghany Street, Charlotte, NC 28208
Harper Campus	315 W. Hebron Street, Charlotte, NC 28273
Harris Campus	3210 CPCC Harris Campus Drive Charlotte, NC 28208
Levine Campus	2800 Campus Ridge Road Matthews, NC 28105
Merancas Campus	11930 Verhoeff Drive Huntersville, NC 28078
WTBI PBS Charlotte	3242 Commonwealth Ave, Charlotte NC 28205

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration*****