****

**STATE OF NORTH CAROLINA**

**Piedmont Community College**

**Request for Proposal #: 95-20240826**

**Pacer Café Operator**

**Date of Issue: Monday, August 26, 2024**

**Proposal Opening Date: September 20, 2024**

**At ­­­ 11:00am ET**

**Direct all inquiries concerning this RFP to:**

Carrie Webster

Purchasing Specialist

Email: carrie.webster@piedmontcc.edu

 Phone: 336-322-2143



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**95-20240826**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*****Division of* Piedmont Community College** |
| **Refer *ALL* Inquiries regarding this RFP to:** **Carrie Webster****C**arrie.webster**@piedmontcc.edu****336-322-2143** | **Request for Proposal #: 95-20240826**  |
| **Proposals will be publicly opened:** **September 20, 2024 @ 11:00 am** |
| **Using Agency: Piedmont Community College** | **Commodity No. and Description: 901017** **Cafeteria Services** |
| **Requisition No.:**  |

**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** andthe **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: |
| **VENDOR’S AUTHORIZED SIGNATURE\***: | **DATE:** | EMAIL:  |

**VALIDITY PERIOD**

The offer shall be valid for at least 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 Piedmont Community College)**  |

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# 1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to seek competitive sealed bids from qualified vendors to establish an Agency Contract to provide Piedmont Community College with qualified vendors to operate a cafe on our campus in Roxboro, NC. The cafe will serve as a hub for students, faculty, and staff, offering a variety of food and beverage options that cater to diverse dietary needs and preferences. The aim is to provide high-quality, affordable, and convenient dining options that enhance the campus experience. The vendor will be responsible for managing the daily operations of the cafe, ensuring a clean, welcoming, and efficient service environment, offering a diverse menu that includes breakfast, lunch, snacks, beverage, and campus catering services. The vendor will also be responsible for providing high-quality, fresh, and healthy food options. We expect this vendor to deliver excellent customer service to all patrons and train and supervise cafe staff to maintain high standards of service and hospitality. The vendor will comply with all local, state, and federal health and safety regulations and implement and maintain robust sanitation and food safety protocols. We also expect the vendor to collaborate with the college to support campus events and activities and to engage with the campus community to gather feedback and continuously improve services.

PCC is a two-year public institution that serves the educational needs of a rural area in the southern region of the United States. Established in 1970, PCC has grown to become an integral part of the local community, offering a diverse range of academic programs and workforce development opportunities.

PCC’s services cover two counties along North Carolina’s border with Virginia, with one main campus and a smaller multicampus site at the adjoining county.  Because of its location and outreach efforts, PCC caters to a wide demographic, including recent high school graduates, working professionals, and adult learners seeking career advancement or skills enhancement.  PCC offers various associate degree programs in fields such as business, health sciences, engineering, education, and more. Additionally, the college provides diploma and certificate programs designed to prepare students for specific careers or to transfer to four-year institutions.

One of PCC's strengths lies in its commitment to workforce development. The college collaborates closely with local industries and businesses to offer training programs tailored to meet the needs of the regional workforce. Through partnerships with employers, PCC strives to equip students with the skills and knowledge required for success in their chosen professions.

PCC emphasizes community engagement and outreach, participating in various initiatives and events that benefit the local area. The college actively contributes to the economic and social development of the region by preparing skilled graduates and supporting community initiatives.

The intent of this solicitation is to award an agency contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of 3 years, beginning on the date of final Contract execution (the “Effective Date”).

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

## 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.

## 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/>.

## 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.**

## 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 | August 26, 2024 |
| Hold Mandatory Site Visit | State | September 4, 2024 @ 11:30 AM EST |
| Submit Written Questions | Vendor | September 9, 2024 |
| Provide Response to Questions  | State | September 11, 2024 |
| Submit Proposals | Vendor  | September 20, 2024 |
| Contract Award | State | September 25, 2024 |

##  MANDATORY SITE VISIT Date: 09/4/2024

Time: ￼ 11:30 A.M. Eastern Time

Location: ￼Piedmont Community College

1715 College Drive

Building E

Roxboro, NC 27574

Contact #: Carrie Webster, Purchasing Specialist 336-322-2143

**Instructions**: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

**FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD**.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be a part of this RFP.

## PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP 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 *reggie.browning@piedmontcc.edu* by the date and time specified above. Vendors should enter “RFP # *95-20240610:* 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*](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.

## 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 eVPwebsite 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:

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:

1. 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.
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. Vendor’s Proposal addressing **all Specifications of this RFP.**
4. Completed version of ATTACHMENT A: COST PROPOSAL
5. Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
6. Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
7. Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
8. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 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.

#  METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

## 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 a single Vendor, 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.

## 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 the Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS 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.

## 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 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 technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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.

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.

## EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**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. Vendor Approach to accomplishing requirements of scope of work
2. Vendor start up transition plan
3. Menu plans rotation schedule
4. Vendor staff qualifications, experience, and past performance
5. Cost

## 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:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## 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 consider how much 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.

# **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 and 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.

* 1. **PRICING**

The proposed 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.

* 1. **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 the Purchasing Agency to verify pricing at the 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, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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 shall be considered in the evaluation of the Proposal.

* 1. **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.

**4.7.1 GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the Vendor's responsibility.

The following requirements must be met:

1. Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
2. The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out-of-state searches shall be required for persons living in NC for less than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
3. A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor’s criminal checks.
4. When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work.  Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
5. **The State** may require the Vendor to exclude the Vendor’s employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
6. **Additionally, the State may use** [The North Carolina Department of Public Safety Offender Public Information](https://webapps.doc.state.nc.us/opi/offendersearch.do?method=view) **or similar Services to conduct additional background checks on the Vendor’s proposed employees.**

**4.7.2 BACKGROUND CHECK REQUIREMENTS**

As part of Vendor’s criminal background checks, the details below must be provided to the State:

1. Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of 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;
2. 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;
3. 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;
4. 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 provide a statement that there are none.
5. Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

**4.7.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

1. In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
2. During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
3. At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
4. The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
5. Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
6. Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, 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.
7. If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

**4.7.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

1. A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
2. Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
3. A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
4. Background checks consisting of:
5. Original unaltered criminal background check from the organization providing the background check.
6. The background check provider’s company name, company mailing address, and contact phone numbers.
7. The full name of the individual, which matches the government issued photo ID.
8. The current address of individual being checked.
9. The date the criminal background check search was conducted.

**4.7.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State to perform Services under this Contract:

**[ ]**  YES **[ ]**  NO

* 1. **PERSONNEL**

The 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 subcontractors(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for convenience in Contract documents and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed 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.

* 1. **VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter into 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 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.

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

[ ]  Small Purchases

[x]  Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

[ ]  Contract value in excess of $1,000,000.00

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **GENERAL**

Piedmont Community College invites qualified vendors to submit proposals for operating a cafe on our campus in Roxboro, NC. The cafe will serve as a hub for students, faculty, and staff, offering a variety of food and beverage options that cater to diverse dietary needs and preferences. The aim is to provide high-quality, affordable, and convenient dining options that enhance the campus experience. The vendor will be responsible for managing the daily operations of the cafe, ensuring a clean, welcoming, and efficient service environment, offering a diverse menu that includes breakfast, lunch, snacks, beverage, and campus catering services. The vendor will also be responsible for providing high-quality, fresh, and healthy food options. We expect this vendor to deliver excellent customer service to all patrons and train and supervise cafe staff to maintain high standards of service and hospitality. The vendor will comply with all local, state, and federal health and safety regulations and implement and maintain robust sanitation and food safety protocols. We also expect the vendor to collaborate with the college to support campus events and activities and to engage with the campus community to gather feedback and continuously improve services.

1. **TASKS/DELIVERABLES**
2. **Food Services:**
	1. The vendor shall provide, prepare, and serve the food and non-alcoholic beverages for two (2) meals daily, as described herein to staff, students, faculty, and guests at the College, five (5) days per week (Monday through Friday), excluding state holidays during the Fall and Spring semesters. The cafe will not operate during the summer terms. The number of students varies depending on the number of classes on campus. There are no residential students on campus. Current enrollment data shows there are about 375 potential student customers for breakfast and lunch. PCC’s grand enrollment total is between 1042-1200 students. The estimated foot traffic on campus is an estimate and not to be interpreted as a guarantee.
	2. The vendor must have staff on site and food services operational when students are on campus.
	3. All food and beverages prepared and served must be in accordance with all health and sanitation requirements of pertinent regulatory entities. The relationship of the Vendor to the College shall be that of an independent contractor. The College shall have no direct supervision of employees of the Vendor and any communication of employee matters shall be through the designated representatives of the Vendor and the College.
	4. The Vendor shall serve meals at the College at the designated times below. However, the schedule may be changed at any time during the contract term by mutual agreement between the College and the Vendor.

**Breakfast:** 8:00am-10:00am

**Lunch:** 11:00am-1:00pm

* 1. The Vendor shall provide food and beverage catering services, as required by the College, for receptions, banquets, conferences, etc. The College shall notify the Vendor at least seven (7) business days in advance.
1. **Food Standards:**

The vendor must describe in its proposal how it will ensure the following standards are met for preparing and serving food:

* 1. The Vendor must adhere to all USDA program requirements. These may be found at the following link: <https://www.usda.gov/> Failure to comply with USDA guidelines, procedures, and processes may result in termination of the contract.
	2. Serving lines are to be well stocked throughout the entire service during scheduled meals.
	3. Foods shall be served at industrial standard temperatures. All food products must follow required guidelines for preparation and serving, holding, and storage. Food temperatures shall be checked before serving each meal.
	4. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.
	5. Frozen foods, once thawed, shall not be refrozen.
	6. All food products stored in any unit must be properly wrapped, labeled, and dated (with dates visible). All storage shall meet the Health Department and College requirements.
	7. Display and serving areas shall be clean, sanitary, orderly, and attractive.
	8. Partially used, broken or spilled items shall be removed from the food serving/service areas promptly.
	9. All food must be properly received, cooked, and stored. Stored foods shall be maintained at industry standard temperatures.
1. **Menu Requirements**

The vendor shall provide the types of dining services and food choices, daily, as listed below:

* Short Order Grill and Fryer Line
* Grab and Go (prepared meals for breakfast and lunch)

Breakfast items shall include (at a minimum, but the College is open to other options/ideas provided by the Vendor):

* Pancakes
* Bacon
* Sausage
* Toast or Biscuits
* Cereal and Milk (Grab and Go)
* Granola/cereal bars (Grab and Go)
* Grits and/or hashbrown potatoes
* Fruit (may be canned or fresh, seasonal and fresh preferred- Grab and Go)
* Minimum two types of 100% fruit juices and full beverage service
* Usual customary condiments (see below)

Lunch options shall include (at a minimum, but the College is open to other options/ideas provided by the Vendor):

* Chicken sandwiches (grilled/fried)
* Chicken tenders
* French fries
* Hamburgers/Cheeseburgers
* Cheese pizza/pepperoni pizza
* Salads (Grab and Go)
* Chicken Wraps/Vegetable Wraps (Grab and Go)
* Assorted chips- variety, single serving sizes (Grab and Go)
* Fruit (may be canned or fresh, seasonal and fresh preferred- Grab and Go))
* Full beverage services
* Usual and customary condiments (see below)
* Deserts- choice of (at a minimum) two deserts for lunch service to include slices of pie, slices of sheet cake, oven baked cookies, pudding brownies, and individual cups of ice cream in vanilla or chocolate (can be provided in the short order line or as a Grab and Go option).

**Coffee Service/Tea**

The Vendor shall provide, at a minimum, the coffee items listed below:

* Both regular and decaf options
* Hot water service
* Usual and customary condiments (see below)

**Soft Drinks**

The Vendor may use PCC’s fountain and tea dispensing equipment needed for all soft drink and options identified below:

* Provide major brand soft drink products (Coke or Pepsi products) and include a minimum of 8 different selections with at least one selection being diet
* Provide a sweet and unsweetened tea option
* Provide a sports drink option, such as Gatorade or PowerAde
* Provide a minimum of 2 different fruit juices for breakfast and lunch

**Usual and Customary Condiment Selections**

The Vendor shall provide products available in individual packets. Condiments may be provided in bulk. Condiments provided should include salt, pepper, ketchup, mustard, mayonnaise, 4 types of salad dressings in packets, syrup, sugar, sugar substitute, non-dairy creamer, and half and half.

1. **Inventory**
	1. A joint physical inventory of equipment and small wares will be taken at contract initiation and termination. As needed, additional joint inventories may be conducted at any time during the contract term. If any provided equipment is lost, damaged, or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, then the Vendor shall either pay the College an amount proportionate to the remaining useful life of the item or replace items with items of matching pattern and equal quality.
	2. The Vendor shall return to the College, at the expiration of the contract, all equipment furnished by the College in the condition in which it was received, expect or ordinary wear and tear or to the extent that the equipment may have been lost or damaged by fire, storm or other unavoidable occurrence.
	3. The Vendor shall be responsible for supplying and maintaining an adequate inventory of disposable containers, cups/lids, flatware, straws, and napkins.
2. **Workspace**

The Vendor shall not use College spaces other than the space assigned to the Vendor without prior written approval from the Vice President of Administrative Services/CFO. The Vendor agrees to use the premises only for the operation of the College’s cafe services. The Vendor shall not prepare food and/or beverages for sale or use for any purpose not covered by the contract unless approved in writing by the College.

1. **Sanitation**
	1. Provide all necessary cleaning supplies and materials required to complete daily housekeeping and sanitation of all food services areas, dining tables, and dining room floor after each meal. This includes occupational health and safety measures necessary to comply with federal, state, and local laws, ordinances, and regulations. North Carolina Person County Department of Health regulations for food service establishments must be maintained. The Vendor shall strictly adhere to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of North Carolina, and agencies having authority there under, and shall indemnify and hold harmless the College, its employees, and agents from all claims arising from Vendor’s failure to adhere to such laws, rules, and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness. The Vendor shall immediately provide the Vice President of Administrative Services/CFO any information it receives or develops concerning any allegations or claims of food borne illnesses or recalls. Vendor shall promptly investigate all such claims or allegations and provide a written report concerning the investigation and outcome within a timely manner to the Vice President of Administrative Services/CFO.
	2. The Vendor shall clean and sanitize all food service facilities and equipment used by the Vendor. This shall include kitchen areas, food storage areas, receiving and storage areas, refrigerators, freezers, coolers, dining, and service areas, tables, and chairs. The Vendor shall be required to mop all floors daily after the last meal served. No cleaning shall occur in the cafe area until meal hours are over.
	3. All state regulations for food service establishments must be maintained. Dining service facilities and equipment shall be maintained to the levels necessary to successfully pass each health department evaluation with a minimum sanitation rating of “A”. The Vendor shall post the signage, noting the sanitation rating, within view of all customers on the serving line. If deficiencies are noted, the Vendor shall include a written report to the College that explains the cause and stipulates how the issues will be corrected. The Vendor must address all issues and provide a resolution within a three-day period, when possible, and report to the Vice President of Administrative Services/CFO, or designee. The minimum sanitation rating of “A” must be restored within thirty calendar days or may result in termination of the contract.
	4. The Vendor shall be responsible for all grease collection and disposal.
	5. The kitchen, food storage, dish room, and food preparation and serving area equipment and facilities must be kept clean and in sanitary condition throughout the length of the workday. These areas will be inspected routinely by the College.

The following minimum standards must be always enforced in the cafe area:

* + - 1. Wash sinks shall be cleaned and sanitary; water on the floor shall be quickly removed.
			2. Cooking surfaces shall be cleaned and always free from accumulated grease or other waste.
			3. Serving, beverage dispenser, and condiment distribution areas shall be thoroughly cleaned daily. Spot cleaning shall occur during all mealtimes so that the entire serving area is free from food debris, spills, or miscellaneous waste.
			4. Kitchen work areas and food preparation equipment shall be completely cleaned following each use; exhaust hoods and filters shall be cleaned on a regular basis.
			5. Floors shall be cleaned daily. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time.
			6. Trash/garbage shall be taken to the garbage dumpster as often as needed. All garbage shall be taken out oat the dumpsters daily, at a minimum.
1. **Safety and Security**
	1. **Key Control:** The Vendor shall be responsible for the control and safekeeping of all keys issued to the Vendor (and its staff) by the College. If a key is lost, the Vendor shall be responsible for the replacement cost, including, if necessary, changing the lock(s) to maintain building security. The Vendor must always adhere to the College's security systems and procedures.
	2. **Security:** The Vendor shall be solely responsible for the security of all its own property and of personal property under its custody and control, including personal property of the Vendor’s employees and agents, and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage thereto, and the College shall have no responsibility therefore.
	3. **Security Breaches:** The Vendor shall report all security breaches to the College’s Vice President of Administrative Services/CFO immediately.
	4. **Safety/Disaster Drills:** The Vendor’s staff shall be expected to participate in the College’s safety/disaster drills such as tornado drills, fire drills, etc.
2. **Supplies, Equipment and Small Wares**
	1. The College will provide all existing small wares and serving pieces for the cafe food service. Ownership of said small waters shall reside with the College. The Vendor shall be required to keep all small wares in good repair and condition, and protect them against loss, pilferage or destruction.
	2. At the initiation of the contract, the Vendor may provide recommendations for new equipment to be replaced/added by the College. The College will review the request and determine if the equipment is needed to carry out the food service contract.
	3. The Vendor shall be required to protect equipment from misuse, loss, pilferage, or destruction. When the Vendor either wants or needs to replace existing items and equipment, it shall be the Vendor’s responsibility to obtain prior written approval from the Vice President of Administrative Services/CFO to replace these items and specific approval of the items with which they will be replaced. If these items were a part of the original equipment inventory belonging to the College, they will be disposed of in accordance with the State Surplus Property process.
	4. All equipment replacements (owned by the College) will be paid for by the College. All equipment and fixtures that have become permanent fixtures or whose removal would require repair to the facility will pass to the College. The Vendor may not remove any College owned equipment without the written approval of the Vice President of Administrative Services/CFO.
	5. The Vendor shall operate equipment according to the College instructions. In-service of all equipment shall be accomplished at the start of the contract. The Vendor is responsible for ensuring proper usage of all equipment throughout the contract period, training any new staff that may be hired. Repair or replacement costs from failure to operate equipment properly or report maintenance needs in a timely manner resulting in equipment damage shall be the Vendor's responsibility.
3. **Inspection, Evaluation, and Audits**

The College’s Vice President of Administrative Services/CFO, or designated representative, and the Vendor’s supervisor/manager, shall be present when the health department or any other accrediting entity inspects the cafeteria, kitchen and ancillary facilities and spaces.

1. **Meal Charges**
	1. The College currently does not offer a “meal plan” option for students but will consider this option if a Vendor includes details for this in their proposal. If the College opts, with the selected Vendor, to provide a student meal plan option, meal payments shall be made by the College. In such case, the Vendor shall be responsible for issuing an invoice to the College.
	2. The Vendor shall accept cash, credit and debit cards as payment of meals for staff, students, instructors, visitors and guests.
	3. The Vendor must provide all point-of-sale equipment, software, and hardware, with specific equipment needed to operate the cafe.
2. **Vendor Rights and Responsibilities**

In addition to those rights and responsibilities provided elsewhere herein, the Vendor shall have the following rights and responsibilities:

* 1. The Vendor shall ensure that all employees shall be dressed in neat-appearing uniforms and shall wear proper, safe and neat-appearing footwear. The term “uniform” is interpreted to include all apparel, nametags, hats, hairnets, gloves, and so forth. The Vendor shall submit its proposed uniform program, including photo samples of uniforms and other standard apparel for all service personnel for approval by the Vice President of Administrative Services/CFO.
	2. The College shall maintain first aid equipment and supplies in all production and service areas.
	3. The Vendor shall provide, at its own expense and its name all necessary licenses, certifications, and permits required to perform the services described herein.
	4. The Vendor shall notify the College immediately of any refrigeration/cooler failure.
	5. The Vendor shall notify the College in writing of labor, employee or Vendor problems or any other circumstances that could adversely affect the cafe operations. The Vendor shall continue to provide services under the contract in case of strikes and other labor disturbances.
	6. The Vendor shall assume full responsibility for payment of all state and federal taxes for unemployment insurance, retirement/pensions programs or any other social security’s legislation for all its employees engaged in the performance of this agreement as a direct cost to the operation.
	7. The Vendor shall demonstrate environment and energy awareness and responsibility by minimizing waste in any form and to participate in College and state environmental/energy conservation projects. The Vendor shall adhere to all federal, state and College guidelines for recycling.
	8. The Vendor shall ensure that any employee reporting to work ill shall be sent home and now allowed to resume work until they are fully recovered.
1. **College Rights and Responsibilities**
	1. Utilities like electricity, natural gas, hot and cold water, steam and air conditioning necessary for the cafe's operation will be provided by the College. The College shall not guarantee, however, an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but the College shall be diligent in restoring service following an interruption or failure of any such utility service.
	2. Provision of Small Wares: The College will initially provide all existing small wares, including kitchen utensils, pots, and pans, bowls, serving utensils, and serving pieces for the cafe. Ownership of the small wares shall reside with the College. The Vendor shall be required to keep all small wares in good repair and condition and protect them against loss, pilferage or destruction.
	3. The College shall provide pest control and vent hood services on campus.
	4. The College shall provide the Vendor with waste management and recycling services.
	5. The College shall provide and maintain all maintenance services on existing College owned furnishings and equipment.
	6. The College shall provide the Vendor with an office space furnished with desks and chairs.
	7. The College shall be responsible for stripping, buffing, and polishing floors in the cafe area on a routine and/or as-needed basis.
2. **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.

1. **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.

1. **CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

# **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**

1.
2.
3.

CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor must 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:  |  |

The Vendor must designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

|  |
| --- |
| **Customer Service 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 periodically weekly 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 to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC WEEKLY STATUS REPORTS

The Vendor shall be required to provide implementation Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports should be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports promptly and regularly as agreed by the parties.

Within 30 business days of the Contract's award, the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 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).

While the Parties try to resolve any dispute, each shall proceed diligently to perform their 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.

6.9 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 made through the contract administrator.

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# ATTACHMENTS

**\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

# ATTACHMENT A: COST PROPOSAL

The vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead and profit (estimated meal counts for an academic year are as follows: 24,000 student meals, 4,000 staff meals, and 2,400 guest meals)

|  |  |  |  |
| --- | --- | --- | --- |
| **Item #** | **Student Cost** | **Staff Cost** | **Guest Cost** |
| **Breakfast Entree** | **$** | **$** | **$** |
| **Lunch Entree** | **$** | **$** | **$** |
| **Beverage** | **$** | **$** | **$** |
| **Side Item** | **$** | **$** | **$** |
| **Total Cost Per Day** | **$** | **$** | **$** |

# ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here: <https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf>

*<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://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open](https://urldefense.com/v3/__https%3A/www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open__;!!OrxsNty6D4my!-C7mmXGditS_q2Dq3xD-Jyx5847LGHkCfu2N1vFsNjRbeKVng4vBk871pre2BvvhY0u8e64f70a7pkiALIu6JOKVLdt0p43_IGvjQA$)*

# 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://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.doa.nc.gov%2Fpandc%2Fonlineforms%2Fform-hub-supplemental-vendor-information-9-2021%2Fdownload&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363445870%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=tvGdWdEsQY9eRHdSwEH%2BissYPW4NC7JXzE5bBixQtI4%3D&reserved=0)*

# ATTACHMENT E: CUSTOMER REFERENCE FORM

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

[*https://ncadmin.nc.gov/media/15503/open*](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fncadmin.nc.gov%2Fmedia%2F15503%2Fopen&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363455583%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=Se0VOx%2Fjf4cx8k4yLIIQae7kkNtrpbCiXU4%2F7fCSBNo%3D&reserved=0)

# 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://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.doa.nc.gov%2Fpandc%2Fonlineforms%2Fform-location-workers-09-2021%2Fdownload&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363461294%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=dOAwMnpCvh5RHlqwgm%2BAl%2B0kuaDQn%2B62VKVooIOmhCM%3D&reserved=0)*

# ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

*[https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.doa.nc.gov%2Fpandc%2Fonlineforms%2Fform-certification-financial-condition-09-2021%2Fdownload&data=05%7C02%7Cjonathan.davis%40doa.nc.gov%7Cf298a5b0a18e4016d32908dc692f5e36%7C7a7681dcb9d0449a85c3ecc26cd7ed19%7C0%7C0%7C638500899363466794%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=80f%2BcCIuLdmVwWXZkW7BiYOfAJSWHZEErUHPLOpm0oE%3D&reserved=0)*

**\*\*\* Failure to Return the Required Attachments May Eliminate**

**Your Response from Further Consideration \*\*\***