

STATE OF NORTH CAROLINA

Beaufort County Community College

Request for Proposal #: 78-202300627-RA

Cafe/Grill Operations

Date of Issue: August 24, 2023

Proposal Opening Date: September 27, 2023

At 3:00 PM EST

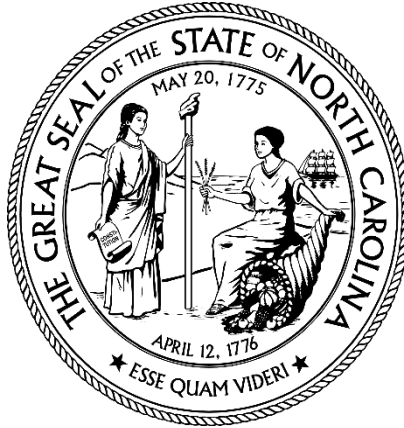
Direct all inquiries concerning this RFP to:

Rebecca Adams

Staff Accountant

Email: rebecca.adams@beaufortccc.edu

Phone: (252) 940-6248



STATE OF NORTH CAROLINA

Request for Proposal

78-202300627-RA

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 Beaufort County Community College	
Refer <u>ALL</u> Inquiries regarding this RFP to: Rebecca Adams Staff Accountant rebecca.adams@beaufortccc.edu (252) 940-6248	Request for Proposal #: 78-202300627-RA Proposals will be publicly opened: Wednesday, September 27, 2023 at 3 p.m. EST
Using Agency: BCCC Requisition No.: N/A	Commodity No. and Description: 901017 Cafeteria services

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: 78-202300627-RA

Vendor: _____

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

Offer shall be valid for at least sixty 60 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.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Beaufort County Community College)</p>

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1.0 PURPOSE AND BACKGROUND

Beaufort County Community College is a public, comprehensive community college that provides open-door access to university transfer, workforce development, and life-long learning programs for the people of Beaufort, Hyde, Tyrrell, and Washington Counties. In December, 1967, the College was officially chartered as Beaufort County Technical Institute. The vocational and technical programs of the College were complemented by a college parallel program which opened in 1968 in conjunction with East Carolina University. In 1979, community college status was granted, and since then, Beaufort County Community College has functioned as a comprehensive community college offering continuing education and awarding associate degrees, diplomas, and certificates. The College is dedicated to providing equal opportunities to all individuals regardless of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or other legally protected category. The College will provide all qualified individuals reasonable accommodations in the work and educational environment and ensure equal access to all College programs, activities and facilities.

The purpose of this Request for Proposal (RFP) is for food and/or catering services on its Washington campus located in Building 5 upstairs and adjacent to the bookstore and library. The Washington campus of Beaufort County Community College is located at 5337 US Hwy 264 East, Washington, NC 27889. Since BCCC does not offer as many courses during the Summer Semester, meaning the student and faculty population is smaller in-turn resulting in less revenue, BCCC is requesting proposals for Fall/Spring Semester, Summer Semester and December since it is a shortened month due to the holidays and end of semester. At this time, BCCC does not offer meal plans for students, but will be open to creative ideas that would help meet the mission for food service which is to provide a variety of healthy and quality food choices at a reasonable price.

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").

At the end of the Contract's initial term, BCCC 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. BCCC will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, BCCC 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 SYSTEM TRANSITION

Please note that the State will be transitioning to a new electronic Vendor Portal (eVP). The functions of the current electronic Vendor Portal (eVP), Interactive Purchasing System (IPS) and North Carolina business Invitation Delivery System (NC BIDS) will be migrated to the new system on Monday, July 10, 2023. To support this transition, the State has put the parameters below in place. Addenda to solicitations will post in either IPS or the new eVP system, depending on when the solicitation was issued.

- Any solicitations posted prior to June 30, 2023, will remain in IPS along with any posted addenda.
- No new solicitations will be posted between July 1, 2023 - July 9, 2023.
- No bid openings will occur between July 8, 2023 - July 16, 2023.

- Solicitations that are scheduled for bid opening on or before July 7, 2023, will remain in the IPS system, to include any posted addenda.
- New solicitations will be posted in the new eVP starting July 10, 2023, with bid opening dates will occur on or after July 17, 2023.
- Solicitations that are posted in IPS prior to July 1, 2023, with a scheduled bid opening after July 17, 2023, will be migrated to the new eVP and opened in the new eVP.

2.4 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 BCCC 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. BCCC 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, BCCC 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).

BCCC 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.

2.5 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	Wednesday, August 24, 2023 by 5 p.m.
Urged and Cautioned Site Visit	State	Wednesday, September 6, 2023 at 2 p.m.
Submit Written Questions	Vendor	Monday, September 11, 2023 by 5 p.m.
Provide Response to Questions	State	Wednesday, September 13, 2023 by 5 p.m.
Submit Proposals	Vendor	Wednesday, September 27, 2023 at 3 p.m.

2.6 SITE VISIT

Urged and Cautioned Site Visit

Date: 09/06/2023

Time: 2:00 PM Eastern Time

Location: Beaufort County Community College, 5337 US Highway 264 E, Washington, NC 27889

Building 1 Room 103

Contact #: 252-940-6248

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is 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 considered to be a part of this RFP and any resulting contract.

2.7 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 rebecca.adams@beaufortccc.edu by the date and time specified above. Vendors should enter "RFP # 78-202300627-RA: 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, BCCC's response, and any additional terms deemed necessary by BCCC 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.

2.8 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.

If applicable to this RFP and using eVP, 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.

2.9 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 BCCC rejecting Vendor’s proposal, in BCCC’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.
- 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 and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.10 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 #____”. 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.

2.11 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.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) BCCC: Beaufort County Community College
- b) SERVICES or SERVICE DELIVERABLES: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

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 BCCC 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 BCCC’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, BCCC 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 BCCC to do so.

BCCC 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 the 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.

BCCC 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 BCCC 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 BCCC.

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, BCCC will make award(s) based on the evaluation and post the award(s) to **the 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 BCCC.

BCCC 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 BCCC.

3.4 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 BCCC:

<p>Qualification</p> <ul style="list-style-type: none"> • Background, Experience, and References • Financial Stability • Insurance 	<p>35%</p>
<p>Scope of Work Plan</p> <ul style="list-style-type: none"> • Food and/or Catering • Communications Plan • Project Organization 	<p>35%</p>
<p>Price</p>	<p>30%</p>

Total 100%

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by BCCC; 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, BCCC will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the BCCC’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 BCCC 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 BCCC 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 BCCC 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 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. BCCC 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 BCCC 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.

4.3 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.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to BCCC. 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.

4.5 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. BCCC 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.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by BCCC.

4.7 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 BCCC. 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. BCCC will approve or disapprove the requested substitution in a timely manner. BCCC may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, BCCC may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 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 BCCC 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.

4.9 FOOD SERVICE STANDARDS

- *Hot Foods:* Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
- *Garnishes:* All food shall be garnished for attractive presentation whenever possible.
- *Freshness:* Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.
- *Food Availability:* All serving stations and bars are to be kept well stocked during all designated serving times.
- *Product Identification:* Food items at the serving stations shall be readily identifiable with attractive and individual labels noting the name and price of each. Labels shall comply with current Federal, State, and Local laws.
- *Bank Credit, Debit, and Check Guarantee Cards:* It is recommended that the Vendor has adequate cash registers that are capable of accepting legitimate bank issued credit, debit and check guarantee cards.

4.10 FOOD SERVICE HOURS

The Café/Grill should operate from 7:30am through 2:00pm for breakfast and lunch on each day on which regular curriculum classes are in session and on registration days. Other days are subject to mutual agreement between the Vendor and BCCC.

4.11 EQUIPMENT AND FACILITIES

BCCC will furnish the Vendor with facilities and the following equipment:

- 1) Tables and Chairs for dining area
- 2) Trash containers
- 3) Double Sink
- 4) Storage Shelving
- 5) Pan Racks
- 6) Work Counter w/ Sink

- 7) Ice Machine
- 8) Ice Bin
- 9) Fire Control System
- 10) Sandwich Unit
- 11) Stand-Alone Refrigerator and Freezer
- 12) Walk-In Freezer (1)
- 13) Grill and Hood
- 14) Fryer
- 15) Conventional Oven, stove, & Grill
- 16) Convection Oven
- 17) 3 car/truck parking spaces to be reserved for Café employees/visitors

Item	Manufacturer	Model #
Soup Cooker (1)	Soup Warmer	SE530000C
Soup Cooker (2)	Vollrath	72017
Salad Bar	Turbo Air	JBT-48-N
Coffee Maker	Bunn	CWTF15-1
Iced Tea Brewer	Bunn	TB3Q
Two Compartment Dishwashing Sink	Serv-Ware	E3CWP18242-24
Infrared Food Heater	Winco	ESH-1
Professional Toaster	Waring	WCT708
Microwave	Sharp	R-21LCFS
Food Scale	Penn Scale	PS-10
Panini Press	Vollrath	40794-C
Can Opener	Edlund	11100
Hot Dog Steamer	Star	35SSC
Integrated Payment Terminal	Pax	E500
Cash Drawer	ECH POS	CC-410-B2-5B8C
Cash Register	Sharp	XE-A207
Stove Top/Range	American Range	AR-4B-24RG
Sandwich Station	Turbo Air	MST-48-18-N
Convection Oven	Sunfire	Garland Model SDG-17
Hot Holding Cabinet	CresCor	H137UA12D
Ice Machine	Hoshizaki	KM-515MAJ
Fryer	Keating	TSFM1875I
Refrigerator 1	Hoshizaki	RH1-AAC
Refrigerator 2	Hoshizaki	FH1-AAC
Walk-In Freezer	Norlake	
Catering Container Small (2)	Carlisle	XT25000
Catering Container Medium (2)	Cambro	500LCD
Catering Container Large (2)	Carlisle	IT400
Pastry Display Case	UNKNOWN	
5 Stainless Steel Tables in Various Sizes	UNKNOWN	
Large supply of Small wares & Containers	UNKNOWN	

4.12 MARKETING

Advertising & Promotion - The Vendor shall implement advertising and promotional efforts to increase the visibility and image of the campus’ food service program. BCCC campus shall reasonably cooperate with the Vendor in promoting and merchandising services and products to attract more customers and more fully utilize the food service. At a minimum, the Vendor shall disseminate student, faculty and staff information brochures, catering menus, monthly, weekly and daily menu calendars, and

quarterly newsletters as well as maintain the appropriate information on BCCC's website. The Vendor is encouraged to form and sustain a food service committee on the campus to assess satisfaction, generate new ideas and otherwise positively interact with the campus community.

Approval - All advertising and promotional efforts shall be coordinated through and reviewed by BCCC or college designee prior to publication and distribution and shall be limited to campus media intended for students, staff, guests, and faculty. Advertising via off-campus media is strictly prohibited.

Other College / Campus Promotional Efforts - College-wide or individual college campus food service promotional materials may be included in college or promotional mailings so long as this inclusion does not materially affect mailing costs. Other materials, produced, printed, and mailed at the Vendor's cost, must first be approved in writing by BCCC.

Marketing Costs - The Vendor shall be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles.

4.13 MANAGEMENT AND PERSONNEL

Staffing - The Vendor shall always maintain adequate staff on duty at all times to ensure a quality food service operation. In order to maintain a high quality of service, the Vendor shall be responsible for providing expertly trained, experienced and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment purchase specification assistance at the campus and at Vendor's division and/or corporate levels.

Minimum Training Standards - The Vendor shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest legal and generally accepted food service industry standards and best practices regarding sanitation and safety and supervised in a "clean as you go" policy that will always result in a clean and orderly facility. At a minimum, at least one, on-site, full time management person should have successfully completed the North Carolina "ServSafe" program. The Vendor shall continually provide satisfactory training and development programs for employees at all levels of the food service operation. Regularly scheduled full-time, part-time, and student employee training meetings shall be conducted by the Vendor as a cost of doing business.

Employment Laws - The Vendor shall have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of its non-College personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examinations, permits and licenses.

Management Person / Team - The Vendor's on-site management person/team must have an appropriate amount of professional training, formal education, experience, interpersonal characteristics, and public relations skills to provide the expertise required for a high-quality retail and catering food service.

Management Job Descriptions - The Vendor shall provide position descriptions and resumes for individuals who are being considered for the on-site manager position. BCCC shall have the right to request interviews of proposed candidates for the manager position. While BCCC reserves the right to review and comment on such appointments, the Vendor alone shall have the right to make such appointments and shall be solely responsible for the employment decision, with thirty (30) days advance notice in writing.

Unlawful Behavior -The Vendor is responsible for the on-campus behavior of all its employees. Said employees will abide by all rules and regulations which govern College employees. Infractions of those rules and regulations may result in BCCC requesting that the individual no longer be employed at the Vendor's College account.

4.14 PURCHASING STANDARDS

Minimum Standards - Food purchased by the Vendor for use in College food service facilities and elsewhere on campus which is not already subject to those proposed (Section 3.1) other minimum contractual standards (such as for local, regional or national brands) shall be equal to or better than those specifications used at comparable type and sized Vendor accounts. An updated copy of those minimum purchase standards is to be provided to BCCC as often as necessary.

General Purchasing Standards - Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), Underwriters Laboratory, National Sanitation Foundation (NSF) and other relevant agencies. In the absence of grade labeling, the Vendor shall provide BCCC, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. The Vendor must be prepared to document its process for verifying that all Vendors are in full compliance with all legal mandates and

food service industry best practices relative to the manner food is purchased, stored and transported to College facilities.

Procedures -The Vendor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing and inventorying of all foods and direct supplies. However, BCCC is to receive the benefit of all quantity purchase rebates and discounts associated with purchases made on its behalf.

4.15 UTILITIES

Costs Responsibility - BCCC shall be responsible, at its cost, for providing electricity, gas, steam, water, sewer service, and air-conditioning, where applicable, for the campus food service program.

Utilities Provision - BCCC cannot guarantee an uninterrupted supply of water, steam, electricity, gas or heat or air conditioning. However, BCCC shall take reasonable efforts to effectuate restorations of the service following an interruption. BCCC will not be liable for any product loss that may result from the interruption or failure of any such utility services.

Energy Conservation - BCCC is committed to promoting and practicing responsible energy use and conservation. The Vendor shall assume responsibility for maximum utility/energy conservation. The Vendor shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items when the food service facilities are not in use. BCCC reserves the right to assess a fine of \$500 for each abuse due to Vendor negligence, after two written warnings have been issued within each contract year.

Telephone & Internet Connection Service - The Vendor shall have access and use of BCCC's telephone system for making local calls.

4.16 PRICES

Initial prices of menu items shall be competitive and BCCC must be notified in writing of any price increase.

4.17 REPAIRS AND ALTERATIONS

The Vendor shall be required to repair, rebuild, and repaint all or part of the premises which may be damaged or destroyed by an act or omission of the Vendor, and shall return the premises, upon expiration or termination of the Agreement, to BCCC in the same condition that existed at the commencement of the Agreement except for normal wear and depreciation. Repair service must be given within twenty-four (24) hours of notice of faulty equipment. If the equipment cannot be repaired within this time, arrangements are to be made to have the equipment removed and replaced.

The Vendor will provide the food service contract administrator and BCCC's Police Office with after-hours telephone number(s) for all area management representatives authorized to respond to emergency situations.

BCCC shall have the absolute right to make any repairs, alterations, or additions to the buildings free from any and all liability to the Vendor herein for loss of business or damage of any nature whatsoever occasioned during the making of such repairs, alterations or additions. The respondents are required to evaluate the current cafeteria equipment and include recommended changes in all proposals submitted. These recommendations, and their cost, will be considered in the evaluation process.

4.18 DESTRUCTION OF PREMISES

In the event that any building used by the Vendor is totally or partially destroyed by fire or other perils, BCCC shall have the right to eliminate the facility without impacting this Agreement or to rebuild the building or buildings at its own discretion without creating any liability to the Vendor.

4.19 CATERING REQUIREMENTS

The Vendor shall provide a catering program for BCCC-approved functions such as receptions, banquets, private parties, refreshment service, carryout service, and other special events during the school year. BCCC reserves the right to contract with other Vendors. The catering program should reflect the diverse needs of students, faculty, administrators, staff and visitors in its service menu. It is important that catered functions for these groups be of the highest professional standards featuring quality service and appropriate ambiance. The Vendor has the first right of refusal for catering on campus events.

Minimum Standards - The Vendor shall provide three levels of service for catering:

- table linen
- paper and disposable
- pick-up / carryout

A complete catering guide to menus, prices, portions/servings, catering policies, minimums, additional charges, etc. shall be submitted to BCCC for approval prior to the start of the Agreement.

Non-BCCC Groups - Catering provided to non-BCCC groups which come to the campus for meetings, conferences, and events, will be billed by the Vendor and collection for such events is the sole responsibility of the Vendor unless some other campus entity is acting as the organizing/sponsoring representative for that group.

Catering Guides - Catering brochures/guides and prices are to be reviewed and updated at a minimum, annually. Copies of the catering guide shall be printed and available by August 1st of each year. The Vendor shall be responsible for cost, production, and distribution.

Space Commitments - BCCC shall control the space commitment and scheduling of authorized catered events. The Vendor shall consult on and coordinate the menu, details of services required, and advise on effective program arrangements with the individual of the department requesting catering service.

Staffing - The Vendor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.

Management - The Vendor shall identify a minimum of one member of its management team, who has training for this type of service, to act as a catering coordinator who will be responsible for all aspects of catered events. This person's other duties should not conflict with these responsibilities.

Non- Solicitation - With prior approval by BCCC, the Vendor is encouraged to accept non-BCCC related business which is requested by outside groups and held within the BCCC's cafeterias or elsewhere on one or more of the campuses.

Cash/Ticket Collection - The Vendor shall be responsible for receiving and accurately accounting for admission charges or collection of tickets for catered events where specified by the event sponsor or host.

Catering / Meeting Room Set Up and Cleaning - BCCC in coordination with the Vendor will assume operational and financial responsibility for setting up and tearing down each scheduled event. The Vendor will, however, be responsible for cleaning prior to and between events.

Equipment Removal / Clean-Up - All catering equipment and supplies must be removed from the catered service site and all clean-up activities completed immediately following the event.

Use of Other Caterers - The Vendor will be the preferred caterer for BCCC. BCCC reserves the right to obtain additional proposals for catered events. Other caterers may not use the kitchen facilities except in coordination with the vendor.

Food Trucks – BCCC reserves the right to have food trucks available on campus during normal business hours.

4.20 CATERING PRICE INCREASES

Basis - Prices shall be competitive, if not lower than comparable menu items served by local commercial food operators and by other local area educational institutions. BCCC reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, BCCC will not unreasonably deny requests for price increases.

4.21 TAXES

Vendor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in

accordance with applicable state and local laws and regulations. Vendor shall hold harmless and indemnify BCCC from and against all claims for demands arising out of Vendor's failure or refusal to collect and remit taxes applicable to its activities hereunder.

4.22 PHYSICAL SECURITY OF CASH

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

4.23 CHECKS & BANK CREDIT/DEBIT CARDS

The Vendor may accept personal checks at its own risk. BCCC will not be responsible for or assist in any way with the collecting of dishonored checks. The Vendor shall provide their own POS system and account that will allow the Vendor to accept credit and bank debit cards for the amount of purchase. BCCC will provide a dedicated line for the required equipment. The Vendor may establish a minimum purchase amount not to exceed \$5 for use of bank credit/debit cards.

4.24 BILLING AND PAYMENTS

Cash/Debit Card Sales, Catering Conferences

The Vendor shall pay BCCC, on a monthly or accounting period basis, any proposed fixed minimum payment or specified percentage of net sales (gross less sales tax), whichever is greater, from all retail (to include catering), and vending operations. Sales from each type of retail operation shall be reported both separately and in combined form for each accounting period.

The Vendor is to bill BCCC or requesting department for all food, beverage and service charges contracted for. Billings and collections for special events, catering, or conferences not sponsored by BCCC shall be made by the Vendor. At the end of each year of the Agreement or on expiration of the Agreement, any unpaid accounts that are deemed uncollectible remain the liability of the Vendor.

Commissions shall be paid to BCCC on catering sales in the period they are earned and charged, and not on the collection date. The Vendor shall not be reimbursed for commissions paid on uncollected accounts.

Payment of reimbursable and/or commissions related to all retail, catering and special contract sales shall be made to BCCC by the Vendor on or before the 20th day after the last day of the previous accounting period.

4.25 AUDITING AND ACCOUNTING

No Advance Payments: The Vendor will operate on its own credit and provide its own cash banks/reserves, with no advance payments from BCCC.

Records: All records must be retained by the Vendor, and accessible to BCCC for minimum of three (3) previous years plus the current contract year. BCCC reserves the right to audit any aspect of the food service contract, as performed by the Vendor. The Vendor shall keep full, timely and accurate records in accordance with generally accepted accounting practices.

Audit Rights: The books, records, documents, and accounting procedures and practices of the Vendor relevant to this contract shall be subject to examination by BCCC. Thus, the Vendor shall:

- Provide BCCC reasonable facilities for the examination, copying and audit of the books and records.
- Make such returns and report as required.
- Attend and answer under oath all lawful inquires.
- Produce and exhibit such books and records as requested to be inspected.
- In all things cooperate with BCCC in the performance of its duties.
- All documents listed above must be available for audit purposes to BCCC for three (3) years after the termination/expiration of the contract.

Vendor Initiated Audits: BCCC shall be informed on demand by the Vendor of the schedule of independent audits on the Vendor's records and operations. BCCC shall receive a report of any finding that materially affects BCCC.

Business Cycle: BCCC is on a monthly business cycle with a fiscal year of July 1st through June 30th. The Vendor shall supply financial data according to this cycle with the accounting period defined as a calendar month.

Financial Statements Due Date: The annual financial statements shall be made available to BCCC, upon request, following the fiscal year end.

Special Reports: In addition to the above, the Vendor shall provide such special reports and analysis covering its operations under the contract as requested by BCCC.

Financial/Operational Data: The Vendor shall furnish BCCC with all requested monthly reports to verify all customer counts, menu mix, cash sales, card sales or other pertinent information as requested. Causes and appropriate documentation of abnormal revenue and expense deviation shall be noted in writing by the Vendor with the submission of these statements.

Annual Operating Report Reviews: BCCC and the vendor shall meet no less than annually to review operating statements, explain deviation, discuss problems, and mutually agree on courses of action, to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next monthly statement. The Vendor will be expected to establish and regularly track metrics commonly used in foods service to measure progress and customer satisfaction.

4.26 AGENCY INSURANCE REQUIREMENTS MODIFICATION

The selected Vendor will be required to maintain and furnish satisfactory evidence of the following:

1. *Workers' Compensation Insurance.* The Vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of North Carolina, including Coverage B, Employer's Liability, at limits not less than \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease aggregate; and \$100,000 bodily injury by accident.
2. *Commercial General Liability:* The Vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amount will be: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

In addition, the following coverages must be included:

- Products and Completed Operation Liability
- Blanket Contractual Liability
- Name the following as Additional Insured's: Beaufort County Community College

3. *Commercial Automobile Liability:* The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operation of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be: \$300,000.00 per occurrence Combined Single Limit (CSL).

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned
- Name the following as Additional Insured's: Beaufort County Community College

4. *Errors and Omissions (E & O) Insurance:* The Vendor will be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract. The minimum insurance amounts will be

\$1,000,000.00 per occurrence; \$2,000,000.00 annual aggregate. The Vendor will be required to submit certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E& O policy deductible.

BCCC reserves the right to immediately terminate the contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be available for inspection by BCCC and copies of policies must be submitted to BCCC's authorized representative upon written request.

4.27 CONFLICT OF INTEREST

The Vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

4.28 ORGANIZATIONAL CONFLICTS OF INTEREST

The responder warrants that, to the best of his/her knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstance that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a Vendor is unable or potentially unable to render impartial assistance or advice, or the Vendor's objectivity in performing the contract work is or might be otherwise impaired, or the Vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's Vice President of Administration, Financial and Information Technology Resources that must include a description of the action which the Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, BCCC, at its discretion, may cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, BCCC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve BCCC's rights.

4.29 PHYSICAL AND DATA SECURITY

The Vendor is required to recognize that on the performance of the contract the Vendor will become a holder of and have access to private data on individuals and nonpublic data. In performance of the contract, the Vendor agrees it will comply with all applicable state, federal, and local laws and regulations relating to confidentiality of information received as a result of the contract. The Vendor agrees that it, its officers, employees, and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information. The Vendor agrees to notify its officers, employees, and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The Vendor agrees that neither it, nor its officers, employees, or agents will disclose or make public any information received by the Vendor on behalf of BCCC. The Vendor shall recognize BCCC's sole and exclusive right to control the use of this information. The Vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The Vendor agrees to indemnify and hold harmless Beaufort County Community College from any and all liabilities and claims resulting from the unauthorized disclosure by the Vendor, its officers, employees, or agents of any information required to be held confidential under the provisions of the contract. The Vendors must return all source data to the "Authorized Representative" to be identified in the contract.

4.30 SANITATION AND SAFETY

The Vendor shall provide daily housekeeping, cleaning, preventive maintenance, and sanitation service that include necessary commercial equipment and supplies for all assigned food service areas. All food service areas including the kitchen, storage areas, and loading dock shall be the sole responsibility of the Vendor. These facilities shall include, but not be limited to, production and serving areas, snack bars, carts, refrigerators, freezers, receiving and storage, trash and garbage, employee restrooms, offices, and hallways used by the Vendor. During the course of each business day, the Vendor shall have the responsibility to spot clean all dining areas.

Cleaning Schedules - The Vendor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat, and sanitary appearance. Upon review and approval by BCCC, the schedules shall be posted and implemented within 30 days of the beginning of the Agreement.

Ventilation Hoods & Fire Suppression Systems - BCCC shall be responsible for contracting with a qualified firm to provide periodic cleaning of hood ducts, plenums, fans, and related units as well as all fire suppression systems.

Holiday Closures - When the Food Service areas are closed for College vacations/holidays, these areas shall be left in a clean and ready-for-inspection condition.

Food Handling / Sanitation / Safety Practices - The Vendor's employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food. BCCC requires that all food services have their hair restrained in accordance with local health codes and must wear gloves when handling food.

Linens & Uniforms - The Vendor shall be responsible for providing, cleaning, and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens. Vendor employees shall be in uniform and wear a visible nametag identification at all times while on duty. Management shall be appropriately dressed (but not necessarily in uniform) and wear nametag identification.

Employee Illness - The Vendor shall not allow any food service employees to work with known illnesses that are transmitted through the air or via the food products, equipment, or other mediums such as open sores or other visible symptoms. Any contagious disease such as Hepatitis, Coronavirus, or Norwalk virus must be reported immediately to BCCC's Contract Administrator as well as College medical and local Health Department authorities.

Pest Control - BCCC shall coordinate on-going pest control services. The Vendor will be responsible for implementing and sustaining measures to prevent infestation in accordance with BCCC's pest control measures.

Conservation/Recycling - The Vendor is urged to purchase and promote the use of environmentally friendly post-consumer waste products. BCCC will provide recycling containers, and the Vendor is required to recycle waste when practical. In addition, the Vendor is encouraged to recycle food (wholesome food donations to local shelters, etc.), packaging, and other items to the extent that there are available markets and outlets for the products and which meet state and local sanitation and safety regulations. The cost of grease disposal/recycling will be the sole responsibility of the Vendor.

Garbage - BCCC will provide for the removal of trash and garbage that has been delivered to the designated locations. The Vendor is responsible for transporting such garbage in a clean/sanitary manner. The cleanup of any spills or bag/leaks will be the immediate responsibility of the Vendor. BCCC will be responsible for the cleaning and sanitizing of all grease traps.

Accident Prevention - An aggressive program of accident prevention and safety education shall be adopted and implemented by the Vendor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident-free environment.

Accident Reporting - The Vendor shall immediately report fires, unsafe facility and or equipment conditions to the Director of Facilities. Theft and security hazards shall be reported immediately to the Chief of Police. The Vendor shall immediately fix and/or report any citations by local, state or federal agencies or those identified by College representatives for unsafe conditions.

Fire Prevention - BCCC shall furnish and maintain fire extinguisher equipment and supplies. Vendor shall notify the campus Director of Facilities immediately after any fire extinguisher use or discharge.

Campus Sanitation Inspections - The Vendor shall permit unrestricted access to its food service facilities and at catered events held outside of BCCC premises at any time by its employees or authorized representatives. Copies of all inspection and follow-up/corrective action reports shall be submitted to BCCC immediately upon completion.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Proposals must address and provide details for each item below.

5.1 GENERAL

Food services include café/grill and negotiated catering. All food and beverages must be of first quality. BCCC's Mission for food service is to provide a variety of healthy and quality food choices at reasonable prices. The café/grill should operate from 7:30 a.m. through 2:00 p.m. for breakfast and lunch on each day on which regular curriculum classes are in session and on registration days. Other days are subject to mutual agreement between the Vendor and the College. The café/grill should provide a complete line of short order items, such as sandwiches, salads, soups, snacks pastries, burgers and French fries, along with appropriate condiments and beverages at competitive prices. Additional menu items may be provided as desired or as requested by the

College. Catering Services include providing continental breakfasts and lunches (boxed and buffet), and occasional functions that may require linen services. Group sizes may range from 5-400 people.

On-Campus/third Party Catering:

- A. On-campus events hosted by the College: The College will host, from time to time, events such as luncheons, dinners, receptions, holiday parties, etc. that require the services of a caterer, and which shall be put out to bid. These needs will range from hors d'oeuvres to sandwich buffets to formal dinners. Provided that the bid from the Vendor is equal to or less than the next highest bid, the vendor will have the first right of refusal to provide any catering needed for such campus event. This contract does not prohibit approved College organizations from selling food at special events or the College's bookstore from selling food and beverages.
- B. Third Party On-Campus Events: The College facilities are open for rental to the general public for numerous events. Any Third-Party using College facilities for any such event shall use the services of the Vendor for their event, provided that the Vendor's prices are competitive with those of other caterers solicited by the Third Party. In the event that the Vendor is not able to meet the pricing or menu needs of the Third Party, the Third Party shall be entitled to then hire a caterer of its own choosing. Payment for catering services will be directly between the Vendor and the party receiving the services.

Off-Campus Catering:

- A. Vendor shall not be allowed to use the College facilities or equipment for any non-College catering event that is held off-campus.
- B. For off-campus events hosted by the College, Vendor will be invited to submit a bid, and the lowest bidder will be awarded the contract.

5.2 FOOD SERVICE PROGRAM ASSESSMENT

This portion of your response must include the assessment plus your company's proposal regarding:

- Current and proposed menus (breakfast and lunch), service concepts and prices
- Advertising / marketing plans
- Any other pertinent elements necessary to affect an operationally and financially efficient food service program
- Approximate values of equipment that vendor would request to be purchased by BCCC
- Specialized Equipment not provided by BCCC

5.3 CATERING PLAN

The Vendor shall provide a catering program for college-approved functions such as receptions, banquets, private parties, refreshment service, carryout service, and other special events during the school year.

Please submit a specific proposal concerning the following:

- Pricing for three levels of service (table linens & china; disposable service ware and pick-up/carry-out)
- Staffing levels per customer for seated service lunch and dinner functions as well as for receptions and buffet Service
- Sample brochure/marketing piece
- Catering Equipment/Containers that meet state health codes.

5.4 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. BCCC has no preconceived ideas as to how a food service company will be structured to meet its operational objectives and financial goal of a profit and loss contract. Therefore, this section should be dedicated to as detailed a description as necessary to convince all concerned that your company has the human and program related resources necessary to achieve the above stated goals. This portion of the proposal response should address, but not be limited to, the following subjects:

- Number of persons to be assigned on a full or part time basis
- Management coverage in terms of day and hours
- Communication process and responsiveness to BCCC community needs
- Area/district organization structure in support of BCCC'S food service program

In addition, the proposing vendor must provide a brief company/corporate history (to include any subcontractors) along with the following information relative to its operational and financial background:

- A list of all comparable type and size food services contracts along with a general revenue estimate, (example: annual sales high, medium, low six figures) approximate number of people served on a daily, and the name/contact information (e-mail and telephone) for the person(s) most knowledgeable about your performance.
- In the event the proposing vendor has not had a food service contract with other businesses, please provide us with your food service experience and the name/contact information (e-mail and telephone) for the person(s) most knowledgeable about your performance.
- A statement of net worth signed by a certified public accountant that validates the financial strength of your company, or the most recent audited annual financial statement and federal tax returns for the past two years.

A list of all lost comparable accounts over the past three years along with the reason(s) for losing the account and the same contact information.

5.5 COMMUNICATIONS PLAN

Please submit a communications plan that, at a minimum, details the following:

- Corporate, regional, and local area visitation schedule by job title. Include the length of visit, who will be called upon and what follow-up BCCC can expect from such a visit.
- Type of ongoing written communication that BCCC will receive from the Vendor's site, College, regional and corporate offices (include frequency, topics, and other pertinent explanatory data).

5.6 SAFETY, SANITATION, AND SECURITY

Please submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling) and secure food service environment.

5.7 QUALITY ASSURANCE

Please submit a plan to provide quality assurance with respect to all aspects of the campus dining program. The plan should include:

- Sample inspection/quality audit forms used internally and as part of any College/regional visitations. Please state if the results of these audits will be shared with the BCCC'S contract administrator.

- Follow-up procedures for customer complaints

A plan for ongoing as well as periodic customer service monitoring.

5.8 CREATIVE IDEAS

Please submit any creative ideas specific to BCCC or which are used in comparable, non-commercial, or retail situations to enhance food service participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.

5.9 FINANCIAL PROPOSAL

BCCC is interested in providing a food service program for as broad a segment as possible for its clientele. College management acknowledges its responsibility to effect and sustain a partnership role in meeting that goal. Toward meeting that goal, BCCC is requesting Vendors to propose a plan to meet the BCCC’s objective of a profit and loss contract. BCCC is seeking responses to the following primary questions:

- Percentage of gross revenue (less applicable sales tax) from various points-of-service (to include catering) commission payments that would be paid to BCCC.
- Include transition and training/orientation costs that will be charged to this account.

5.10 COUNTER-PROPOSALS/EXCEPTIONS TO RFP

Any counter-proposals, exceptions and/or additions to the RFP and contract terms presented in this document, no matter how minor, must be clearly identified and, if applicable, revised terms/conditions proposed. It will be assumed that the Vendor accepts all terms and conditions presented unless the exceptions are clearly stated in the proposal response. BCCC reserves the right to reject any proposed exceptions.

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 AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to BCCC a contract manager. The contract manager shall be BCCC’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 shall be required to designate and make available to BCCC a point of contact for customer service. The customer service point of contact shall be BCCC’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 BCCC, shall be required to meet periodically monthly with BCCC for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and BCCC 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

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

6.4 PERIODIC MONTHLY STATUS REPORTS

Commission amounts must be submitted with supporting documentation of sales monthly.

6.5 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 BCCC, at the option of BCCC, for up to (6) six 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 BCCC or its designees. If BCCC 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. BCCC 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.

6.6 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 BCCC’s Contract Manager for resolution. Any claims by BCCC 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.

6.7 CONTRACT CHANGES

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

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the **first year** of the Contract.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

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

A. Fall and Spring Semester	
Food Services (including Catering)	
Straight Commission in Percentage (Gross less Sales Tax)	_____ %

B. Summer Semester & December (Optional)	
Food Services (including Catering)	
Straight Commission in Percentage (Gross less Sales Tax)	_____ %

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://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 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

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