REQUEST FOR PROPOSAL
FOOD SERVICE - PR-10-P08

April 23, 2010

Sealed proposals are being invited by the Board of Trustees, Illinois Valley Community College (IVCC), District 513, for food services. IVCC is located at 815 North Orlando Smith Road, Oglesby, Illinois 61348. These food service operations will support, at the time of opening, a commuter-only student population of approximately 5,000 and approximately 500 College employees.

Mandatory Pre-Proposal Conference: May 17, 2010 at 10:00 a.m. Room C-325
Due Date for Proposals: May 28, 2010 at 2:00 p.m. Room C-325

Objective/Description of Services
The College’s objective is to provide quality products at a fair price with good customer service in a clean environment that meets the demands of today’s general health concerns. The service must include, but not be limited to, casual dining for consumption on and off campus premises and coffee service.

The successful food service vendor will be given the opportunity to provide catering services for College-sponsored events. Payment will be made within 30 days of invoice date with proper documentation.

The successful food service vendor will be responsible for all food service equipment and construction. A detailed drawing of the proposed layout for services and equipment must be approved by Mr. Gary Johnson, Facilities Director for IVCC.

RFP’s for beverage vending machines are currently being sought. Contract for other vending machines expires June 30, 2013.

Athletic Events/Fundraisers
The College reserves the right to sell items similar to those to be included in the contract in conjunction with athletic and other special events. The sale of such items will be independent of the contract. IVCC student organizations will be permitted to sell lunches as fundraisers one day per week, if desired. However, bake sales and other similar events will be permitted at any time.

Mandatory Pre-Proposal Conference and Site Visit
A mandatory pre-proposal conference is scheduled for Monday, May 17, 2010 at 10:00 a.m. to begin in Room C-325. Questions asked at the pre-proposal conference for which an answer cannot be immediately provided will be documented in writing and written responses will be mailed to all interested vendors. A tour of the area will be conducted.
Proposal Submission
Proposals must be made in accordance with the instructions contained herein. Faxes are not acceptable. RFP’s not submitted in this format may not be considered for award. RFP’s may be submitted in the following formats ONLY:

Sealed Proposal: Must be submitted on the forms furnished by the College in a sealed envelope to Pat Reed, Purchasing Director, Room C-343, Bldg. C, IVCC, 815 North Orlando Smith Road, Oglesby, IL 61348. Envelope must be plainly marked, with the bidder’s name and address and the notation: Proposal: Food Service, PR10-P08.

Electronic Proposal: Electronic proposal submissions shall be considered a sealed document if they are received at the purchasing office by the time and date set herein for receipt for proposals. The vendor assumes the risk of premature disclosure due to submission in an unsealed form. Electronic proposals must be emailed to purchasing@ivcc.edu with the subject Proposal No. PR10-P08 – Food Service.

GENERAL REQUIREMENTS

Information Required in Proposal
1. Narrative statement listing other current food service operations.
2. A statement of the organization’s operating history.
3. A sample of a proposed menu - including portion size - with suggested pricing.
4. Proposals are to include five (5) references pertaining to its most recent foodservice operations. References shall include the individual’s name, title, telephone number and address.
5. Insurance – See Appendix A

Security
Proposals shall be accompanied by a certified check, cashier’s check, or a bond in the sum of one thousand dollars ($1,000). The vendor agrees that the proceeds of such check or bond shall become the property of the College if for any reason the vendor, within ninety (90) days after the official opening of proposals, withdraws his/her proposal or if upon notification of award refuses or is unable to execute tendered contract and provide an acceptable performance bond within (2) days after such tender.

The check or bond shall be returned as soon as it has been determined that the proposal represented by the check or bond will receive no further consideration.

Failure to complete any of the information requested in this Sealed Proposal may result in your proposal being considered “non-responsive”.

IVCC Certification
Vendors must sign the enclosed IVCC Certification referring to the Criminal Code of 1961 and to Section 2-105 of the Illinois Human Rights Act dealing with Sexual Harassment. Return the
signed certification with your proposal. If the Certification is not signed and returned, it may be necessary to reject your proposal.

**Addenda**
The only method by which any requirement of this Request for Proposal may be modified is by written addendum. If an addendum to the Proposal is required, the IVCC Director of Purchasing will mail or fax the addendum within a reasonable time prior to the due date. All such addenda shall become a part of the document as if originally submitted and must be signed and dated and submitted with your proposal. No interpretation of pre-proposal documents will be made orally to any vendor.

**Accuracy / Withdrawal of Proposals Prior to Opening**
Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing, facsimile, or in person prior to the closing date and time. No proposal may be withdrawn for a period of one hundred twenty (120) days following the opening of the proposals.

**Acceptance, Negotiations, and Award of Contract**
A contract will be awarded taking into consideration but not limited to, the following factors:

1. Vendor’s conformance to Request for Proposal’s specifications, requirements, terms, and conditions
2. Vendor’s response to College’s objectives
3. Vendor’s pricing and menu
4. Service aspects of vendor’s proposal
5. Commission return to the College
6. Extent of vendor’s size, credit standing, stability, and management
7. Quality of food program
8. Vendor’s experience, commitment and demonstrated understanding of the requirements of the Request for Proposal
9. References and customer satisfaction
10. Additional information that demonstrates a contract would be in the best interests of the College

Additional information may be requested while proposals are under consideration.

The successful food service vendor will be notified of the award in writing.

**Reservation of Rights by College**
The Illinois Valley Community College Board of Trustees reserves the right to reject any or all proposals, to waive irregularities and to accept the proposal that is considered to be in the best interest of the College.

**Equal Opportunity Employment**
IVCC is an Equal Opportunity/Affirmative Action Employer, and parties doing business with the College must comply with the employment opportunity clause as required by the Illinois Fair Employment Practices Commission.
**Length of Contract**
Any contract resulting from this RFP will be for a term of three (3) years after which time the contract can be renewed on a year-to-year basis unless terminated.

The successful vendor agrees to execute a formal written contract with Illinois Valley Community College, subject to any modifications as may be required by the College. Proposals shall identify the individual(s) having authority to contractually bind the vendor. It shall also name the person to be contacted both during the period of evaluation of proposals and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual.

**Termination of Contract**
Each party reserves the right to terminate this contract at any time upon 90 calendar-days written notice to the other party. In the event of default or non-compliance with the terms of the contract, it may be terminated immediately subject to the provisions set forth in the contract. In the event of termination or cancellation of the agreement, the vendor shall be obligated to remove, at its own expense, any and all of its equipment and inventory from the College’s facilities.

**Pricing and Price Changes**
Prior to signing a final agreement, the food service vendor will provide the College with a price and item list for the food items proposed. The College recognizes the possibility that the food service vendor may have to adjust prices during the term of the contract. Any price changes will become effective only after written consent is given by the Vice President for Business Services and Finance.

**Prevailing Wage**
The successful food service vendor shall pay any and all laborers, workmen, and mechanics as are directly employed by the successful food service vendor in actual work on the subject premises not less than the prevailing rate of wages in accordance with the schedule determined by the Department of Labor, State of Illinois.

______________________________
Pat Reed
Director of Purchasing

ILLINOIS VALLEY COMMUNITY COLLEGE
Oglesby, IL 61348

Phone: 815-224-0417              Fax 815-224-0294

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:
www.ivcc.edu/purchasing
FOOD SERVICE PROVIDER RESPONSIBILITIES

Permits/Licenses/Taxes
The food service vendor will be financially responsible for obtaining all required permits, licenses, and complying with municipal, state, and federal laws to assume liability for all applicable taxes. All permits and licensees shall be prominently displayed for inspection purposes.

Advertising
The successful food service vendor will be responsible for initiating their own advertising and promotions per approval of the College.

Temporary Suspension of Operation
The successful food service vendor assumes all costs of loss due to interruptions or temporary suspension of operation regardless of cause. Such suspension may be due to but not limited to the following: mechanical failures of equipment, power failures, weather conditions, or operations may be temporarily suspended by the College when it is deemed to be in the best interest of the College.

Liability
The College will not be liable for any damage, act of violence, fire, or theft of the supplies and equipment. All supplies and specified equipment will belong to, and continue to be owned by the Vendor. The College shall be notified in writing of any damage or theft connected with the food service program. The College will attempt to assist in identifying offender(s) if damage, violence, or theft occurs. The Vendor shall bear financial responsibility for any vandalism or loss due to acts of its employees.

Facilities
The food service vendor shall have the exclusive right to operate, as an independent business venture. No foods or other items prepared on the premises may be removed from the main campus or its other locations without the express knowledge and written consent of the College. It shall be understood that the College may use all dining areas for appropriate College-sponsored events. Set-up and clean up of the dining area for College-sponsored events will be the responsibility of the College with no cost to the vendor.

The assigned food service space and facilities shall be returned to IVCC at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, reasonable wear and tear expected. It shall be the vendor’s responsibility to maintain assigned spaces in good condition throughout the term of the contract in a manner befitting IVCC and notify Gary Johnson, Facilities Director, of any maintenance problems beyond the scope of the vendor’s negotiated responsibility.

The successful vendor shall operate on their credit and shall furnish at their own expense, all food and beverage items served at IVCC. All non-food service items required for the food service operation shall be the responsibility of the vendor unless specifically directed items
requested by the College that are in addition to the normal required food service requirements. All incoming shipments of food items and supplies shall be to the vendor’s account in care of the College. Under no circumstances, shall shipments be invoiced to the College.

**Food Service Personnel**

The successful food service vendor shall provide at least one full-time, responsible individual who shall coordinate all food service functions at the IVCC facility as specified in this Request for Proposal. The successful food service vendor will, at all times, provide trained personnel and sufficient sales force to service the customers of the business. Personnel will not be considered employees of IVCC.

Employees of the food service vendor shall be appropriately uniformed when performing their work assignments at the facility. The term “appropriate uniform” is interpreted to include all apparel, visible badges, gloves, hats, hairnets, etc.

**Sanitation and Safety**

The successful vendor shall adhere to the following standards and guidelines in the preparation, productions, and service areas in conjunction with local health standards.

1. Clean all food preparation surfaces and equipment on a continuous basis.
2. Perform regular daily and minor periodic cleaning of all food service and dining area floors.
3. Monitor the dining areas during service hours to maintain dining room in a clean and orderly fashion, tables and chairs included.
4. IVCC shall provide general cleaning services on an overnight basis in the dining area only.

The successful food service vendor shall have on file with IVCC, a detailed process for the investigation of suspected food poisoning resulted from the consumption of food on the IVCC campus pursuant to State Health Department process guidelines.

The successful food service vendor will participate in the maintenance program by reporting all building equipment malfunctions to Gary Johnson, Facilities Director. Service and/or warranty work for the vendor-owned food service equipment would be the responsibility of the vendor.

The successful food service vendor shall maintain, at all times, the IVCC food service facility in a clean and sanitary manner in accordance with the highest industry standards and will comply with all federal, state, and municipal laws, codes, and regulations. The vendor will train all employees to follow a “clean-as-you-go” policy. The food service facilities may be subject to inspection by city, county, and state authorized health department officials, fire department and other agencies relative to safety requirements. The vendor will be responsible to notify the College, in writing, of any potential violations that, under terms of the contract, IVCC carries the responsibility to correct. The food service vendor will be responsible to notify the College, in writing, of any notices of violations that are received during or in connection with inspections.
The successful food service vendor will include action plans to correct conditions causing the violations. If possible, the Facilities Director should be present at all inspections.

If a vendor notices any condition that is unsafe, unhealthy, or in any other way could cause an accident, the vendor shall make or cause to be made appropriate repairs to remedy the conditions. If correction of the condition will take more than routine attention, then the vendor will agree to notify the, Facilities Director, immediately.

The successful food service vendor will notify the Director of Safety Services immediately of any accident or safety hazard. The food service vendor shall also advise IVCC of any action steps that have been taken to remedy any safety hazard. The food service vendor and his/her employees, agents, or subcontractors will agree to abide by and practice all IVCC and local safety standards and regulations. The vendor shall take all necessary and proper precautions to protect the safety of employees and other persons, and all property from any damages from any cause.

The successful food service vendor shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary’s duties under the Occupational Safety and Health Act of 1980, as amended. The food service vendor will be responsible for any OSHA violation or violation of any regulation issued hereunder and shall immediately remedy any conditions giving rise to such a violation. The food service vendor shall defend and hold IVCC harmless from any fine, penalty, or liability in connection therewith.

**Visiting of Food Service Facilities**
Illinois Valley Community College reserves the right to visit the food service vendor’s food preparation facilities before and any time after award of contract.

**Food Service Hours of Operation**
The hours of operation will be:
7:30 a.m. to 2:00 p.m. - Monday through Friday

The successful food service vendor will be closed on days the campus is closed as noted in the academic calendar. The academic calendar can be found at www.ivcc.edu/calendar.

**Non-Expendable Equipment**
IVCC shall provide all equipment as presently installed in the dining area. An inventory of such equipment shall be furnished to the successful vendor upon award of contract.

Ownership of equipment described in this section shall be vested in the College. College owned equipment should not be removed from the premises for any purpose, other than for repair, except by the College or with the prior approval of the College. Repairs to all equipment owned by or furnished by the College shall be the responsibility of the College except in cases of damage caused by neglect by the vendor and/or its employees.
**Records, Books, Audits**
The successful vendor shall keep accurate and complete records of all revenues and expenses in connection with the operation of the food facility. The successful vendor will keep records for the current fiscal year and eventually the three (3) previous years.

**Payment**
Payment by the vendor to the College for all food service operations, including catering, shall be made monthly. A monthly report, including a complete breakdown of commission sales by catering, should be made to the Vice President for Business Services and Finance.

**Utilities and Waste Management**
The vendor shall cooperate with the College in its recycling efforts and shall remove all trash, garbage, and debris daily from the premises occupied, in compliance with a schedule and method approved by the college. The successful food service vendor will be responsible for all hazardous waste.
PROPOSAL FORM – FOOD SERVICE

Date: ______________, 2010

I, the undersigned, having visited the site and having read and understand the proposal documents, will provide food service at the IVCC facility for the following.

______________________________________________________________
(Legal business name)

______________________________________________________________
Full address

<table>
<thead>
<tr>
<th>Telephone No.</th>
<th>Fax No.</th>
<th>E-mail address</th>
</tr>
</thead>
</table>

Authorized signature and title

BASE OFFER:

Contribution Detail:

1. Estimated percentage of net sales  _____________%

2. Estimated base lease payment (square footage) $______________

3. Estimated percentage of net sales plus lease payments $______________

Attached:

4. Sample of a proposed menu with item portion size and suggested pricing.
5. Description of how the foodservice operations will be staffed
6. Operating history
7. References
8. IVCC Certification Form
9. Addenda, if any
APPENDIX A

INSURANCE REQUIREMENTS

Insurance, Indemnification and Hold Harmless
The successful Vendor shall procure, place on file, and maintain during the period of the contract, the insurance described and in the amounts specified in the following subparagraphs and naming IVCC as additional insured.

Worker’s Compensation
A limit of not less than minimum statutory limits for the State of Illinois.

Employers Liability
$500,000 per accident
$500,000 disease policy limit
$500,000 disease each employee

Commercial General Liability
$1,000,000 per occurrence - bodily injury and property damage
$2,000,000 general aggregate

Business Auto Liability
Including all owned, non-owned and hired vehicles
$1,000,000 each accident - bodily injury and property damage

Umbrella Excess Liability
$5,000,000 each occurrence
$5,000,000 general aggregate

Indemnification: The vendor shall protect, indemnify and hold IVCC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss of damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations, or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

Insurance shall be with a company or companies licensed to do business in Illinois and acceptable to Illinois Valley Community College. The Contractor/Vendor shall furnish IVCC with copies of the policies or a certificate showing that such insurance is in effect. The policies will include a clause stating that the insurance will not be canceled or reduced without at least thirty (30) days prior written notice to IVCC. All liability insurance policies shall name IVCC as an additional insured and shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from the negligence or other fault of the Contractor/Vendor, Contractor’s/Vendor’s agents, representatives, and employees.

The labor, insurance and indemnity provisions therein apply to any work performed on College premises and vendor agrees to comply therewith. Vendor is to pay particular attention to the prevailing wage clause. Certificate of Insurance must be on file or submitted to the Purchasing Director prior to commencement of work.
ILLINOIS VALLEY COMMUNITY COLLEGE

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

___________________________________
NAME OF CONTRACTOR/BIDDER

___________________________________
TITLE

___________________________________
DATE

THIS FORM MUST BE RETURNED WITH YOUR BID TO:

Illinois Valley Community College
Director of Purchasing
815 North Orlando Smith Road
Oglesby, Illinois 61348
COURTESY “NO PROPOSAL” RESPONSE

FOOD SERVICE PR-10-P08

Vendors who do not submit a bid or who do not return the “NO PROPOSAL” form will be removed from our vendor list for this item.

Pat Reed, Director of Purchasing
Illinois Valley Community College
815 North Orlando Smith Avenue
Oglesby, Illinois 61348
Phone: 815.224.0417
Fax: 815.224.0294

_______ Previous commitments

_______ Unable to supply item(s) requested

Other __________________________________________________________
______________________________________________________________

______________________________________
Company Name

__________________
Date

__________________
Signature