

**REQUEST FOR PROPOSALS (RFP)
AND
CONTRACT DOCUMENTS**

FOR

RFP No. 17C0023

FOOD AND/OR CONCESSION SERVICES

September 26, 2017



CERRITOS COMMUNITY COLLEGE DISTRICT
PURCHASING DEPARTMENT
11110 ALONDRA BOULEVARD
NORWALK, CA 90650-6203

REQUEST FOR PROPOSAL (RFP) NO. 17C0023

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NOTICE TO OFFERORS

Proposals for **RFP NO. 17C0023, FOOD AND/OR CONCESSION SERVICES**, as described herein, will be accepted by Cerritos Community College District (District), **until 2:00 P.M., November 8, 2017**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the District's copy shall prevail. All addenda and notices related to this solicitation will be posted by the District on Purchasing's website at www.cerritos.edu/purchasing. In the event this RFP is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

To assure consideration, all proposals shall be made on the RFP Forms included or as directed. To facilitate the evaluation process **one (1) original of the proposal shall be provided AND ten (10) copies shall be provided, AND one (1) digital copy (provided on a CD or flash drive)**. All proposals shall be written in ink or typed on 8½" x 11" paper. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.

Delivered proposals shall be enclosed and sealed in an envelope or container clearly marked **RFP NO. 17C0023, FOOD AND/OR CONCESSION SERVICES** and addressed to Cerritos Community College District, Purchasing Department. **Proposals may be delivered in one of the following methods:**

- **Hand delivered to:**
Cerritos Community College District
Purchasing Department
Attention: Director of Purchasing
11051 166th Street
Cerritos, CA 90703

- **U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:**
Cerritos Community College District
Purchasing Department
Attention: Director of Purchasing
11110 Alondra Boulevard
Norwalk, CA 90650-6203

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESSES WILL BE REJECTED AND RETURNED TO THE OFFEROR UNOPENED. It is the Offeror's sole responsibility to ensure that his/her proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of proposals.

A pre-proposal site visit/conference will be held at 2:00 P.M. on Friday, October 13, 2017 and at 9:00 AM on Saturday, October 14, 2017. Prospective offerors will meet at Teleconference Center, LC 155 located at 11110 Alondra Boulevard, Norwalk, CA 90650 (see map below).

Please RSVP by Thursday, October 11, 2017 to Mayra Radillo at (562) 860-2451 ext. 2246 or at mrادillo@cerritos.edu to confirm attendance and obtain a parking permit.

(Map of Campus follows this page)

Section 1 – Project Introduction and Overview

1.1 General Overview

Cerritos Community College District (“District”) is a two-year public community college and is one of the five largest community colleges in Los Angeles County. Founded in 1955, the college has an average enrollment of approximately 23,000 students annually and is accredited by the Western Association of Schools and Colleges. Additional accreditations include: American Dental Association (Dental Hygiene Program), National League for Nursing Accreditation Commission, Inc. (Nursing Program), American Society of Health-System Pharmacists (Pharmacy Technician Training Program), American Physical Therapy Association (Physical Therapist Assistant Program), and National Automotive Technicians Education Foundation (Automotive Mechanical Repair Programs).

The District is a single-campus district located in Los Angeles County serving the communities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, La Mirada, Norwalk, and portions of Bell Gardens, Lakewood, Long Beach, Santa Fe Springs, and South Gate. Four districts serving high school students are contained in these communities. They are the ABC Unified School District (USD), Bellflower USD, Downey USD, and Norwalk-La Mirada USD.

1.2 Purpose of Request for Proposals

The District is seeking proposals to provide Food and/or Concession Services. The requirements are further described in Section 2 – Scope of Work and Technical Specifications.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit B-1 and B-2 and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

It is the intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a company which, in the opinion of the District, is best suited to perform the services. The purpose of this RFP, therefore, is to provide the District with the information necessary in order to select this company. Following receipt of proposals the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.

1.3 Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Task No.	Description	Date*
1.	Release of RFP	September 26, 2017
2.	Newspaper advertisement, Week 1	September 26, 2017
3.	Newspaper advertisement, Week 2	October 3, 2017
4.	Pre-Proposal Conference & Site Visits	Friday, October 13 and Saturday, October 14, 2017
5.	Last day for offerors to submit questions	October 24, 2017
6.	Addendum No. 1: Last day for District to respond to questions	October 31, 2017
7.	PROPOSALS DUE	2:00 PM; November 8, 2017
8.	Notification of invitations to short-listed vendors for interviews	TBD (Week of November 27, 2017)
9.	Vendor Interviews	Week of December 4, 2017

10.	Recommendation of Award of Contract during the Regularly Scheduled Board of Trustees' Meeting	January 2018 (TBD)
11.	Notice of Award issued and Contract mailed to vendor	TBD
12.	Transition planning	TBD
13.	Contracts executed	TBD
14.	Start Date	July 1, 2018 (Tentative)

* Dates may change with or without notice

1.4 Selection Criteria

The criteria for vendor selection shall be based on, but not limited to, the following:

Criteria	Points Allotted
Responsiveness of proposal to RFP	10
Offeror's Qualifications and Experience	25
Experience and qualifications of personnel assigned to perform the work	5
Approach and understanding of the requirements	10
Exceptions Taken to RFP (Exhibit B-1 and B-2)	10
Menu offerings and pricing and customer payment methods/loyalty programs (Exhibit E – provided by Offeror)	40
Total Points	100

1. Responsiveness of proposal to RFP
2. Offeror's Qualifications and Experience
3. Experience and qualifications of personnel assigned to perform the work
4. Approach and understanding of the requirements
5. Exceptions Taken to RFP (Exhibit B-1 and B-2)
6. Menu offerings and pricing and customer payment methods/loyalty programs

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the previous criteria will be used as well as the following additional criteria:

1. The Best and Final proposal is amended as instructed in discussions and Best and Final instructions.
2. The proposed amendments are responsive, reliable, and produce the outcome expressed by District.

Section 2 – Scope of Work and Technical Specifications

1. Introduction and General Information.

- 1.1 The District is an institution of higher education within the California Community College system. Approximately 23,000 students are served annually at the college campus. Over 1,000 permanent, adjunct, student, and hourly employees are also a part of the campus community.
- 1.2 The following is the *Student Enrollment Status Summary Report* for the last five (5) years from the California Community Colleges Chancellor's Office as of August 23, 2017. Semester data for Fall 2017 has not been released yet.

Spring 2013	22,921
Summer 2013	6,924
Fall 2013	23,572
Spring 2014	23,199
Summer 2014	9,044
Fall 2014	24,053
Spring 2015	23,652
Summer 2015	9,355
Fall 2015	24,388
Spring 2016	23,265
Summer 2016	10,784
Fall 2016	23,805
Spring 2017	22,731

- 1.3 The annual sales for all locations for the last three fiscal years was as follows:

	Pre-Tax Total Gross Sales	
	All Vendor Locations: Vendor Locations No. 1 - 8	Food Court Vendor Locations: Vendor Locations No. 1 – 3*
	Fiscal Year 2014-2015	\$ 1,067,578
Fiscal Year 2015-2016	\$ 1,252,417	\$ 512,994
Fiscal Year 2016-2017	\$ 1,334,950	\$ 609,037

**Location Number 4 is not included due to use by the Culinary Arts Program for FY 2014-2015 and 2015-2016; Location Number 4 is not included for FY 2016-2017 due to use for student microwave stations and storage.*

- 1.4 Currently, the District has food and concession service vendors located in the food court and at other various locations, as more fully detailed in Sub-Section I through V below. This proposal request is intended to solicit proposals for **Vendor Locations No. 1 – 2 and 4 – 8.**

1.5 The vendor location that is not included in this RFP provides the following food options and has a contract term as stated below:

Vendor Location	Vendor	Food Options	Contract Term
3	Saikrupa Foods, Inc. – SUBWAY	Deli Sandwiches	July 1, 2016 – 2019, with two (2) 1-year renewal options

1.6 A Food Service Survey was conducted in Fall 2017. A committee was formed representing students, faculty, and staff. The survey included some demographic information, spend patterns, and, more importantly, what the campus community desires on campus 2,581 people responded to the survey. The Cerritos College Food Service Survey is included in Section 5 of this RFP.

1.7 Cerritos College Culinary Arts Program. The Culinary Arts Program offers two food service venues that are open to students and the public – the Cerritos College Culinary Arts Café and the Falcon Room Restaurant. The Café is open Monday through Thursday, 11:00 AM through 1:00 PM. The Restaurant is open Monday through Thursday, 11:00 AM through 12:45 PM. Both locations are open for business during the third week of instruction during the Fall and Spring semesters and close one week prior to finals week. Both locations are closed during the Summer session.

2. Term.

2.1 A contract awarded pursuant to this proposal request shall be for five (5) years starting on or around July 1, 2018 and ending on June 30, 2023.

3. Contractor Responsibilities.

3.1 Contractor shall provide all supplies, materials, and labor required to offer Food and/or Concession Services for the locations detailed in this RFP.

3.2 Contractor shall manage and oversee all Health Department compliance requirements, including but not limited to Ansul system inspections no less than twice per year by a certified inspector.

3.3 Contractor shall pay all fees for local licenses and sales tax which may become due by reason of its sale within the premises of the District.

3.4 Contractor shall perform all activities in a professional and expeditious manner, and the activities shall be in compliance with all applicable statutes, regulations, ordinances and/or directives of the District and any and all federal, state, county, municipal or local government authority having jurisdiction.

3.5 Contractor shall be responsible for any damage caused to District property as a result of its activities and shall restore those portions of District property affected to the same condition as that which existed prior to the damage.

3.6 Contractor shall abide by all directives of Campus Police and management with regard to all activities on District property, safety of persons and property, and use of vehicles and equipment.

3.7 Contractor shall be strictly liable for all equipment, tools, and personal property brought onto or left on District property.

3.8 Contractor shall keep the area within 10 yards of their location clean and presentable as determined by the District's representative.

3.9 Contractor shall dispose of all recyclables and waste in a manner consistent with District policies.

3.10 Contractor shall Indemnify, hold harmless, protect and defend the District, its officials, officers, directors, employees, and its volunteers from and against any and all claims, costs or liabilities in any manner arising from the negligent acts, errors or omissions or willful misconduct of the Contractor, its employees, agents or persons coming onto District property with the Contractor's consent, while on District property.

4. Contractor Personnel Requirements

4.1 All on-duty employees of Contractor shall be easily identifiable as representatives of the Contractor by wearing a name tag and/or uniform.

5. Hours of Operation.

5.1 Contractor's hours of operations will be in alignment with when classes are in session and are negotiable based on the location of the facility and food/concession service offered. Operations typically are between the hours of 7:30 AM through 7:30 PM, Monday through Thursday and from 8:00 AM through 2:00 PM or later on Friday, during the Fall and Spring semesters while classes are in session. Summer semester session hours of operation may vary.

6. Coffee and Concession Cart Services (Optional).

6.1 In conjunction with Contractor's proposal for a vendor location as more fully detailed in this RFP, Contractors are encouraged to propose a location(s) for coffee and/or concession carts on campus. One location desired is near the east entrance of the foyer of the Learning Resource Center (LRC). Contractors may consider and propose other locations for District's further evaluation and consideration. As noted, this is an optional requirement, but highly desired and will be considered during proposal evaluation.

7. District Responsibilities.

7.1 District shall grant permission to the Contractor to enter and use the designated area on campus for the purpose of a food and/or concession services in a manner consistent herewith.

7.2 District shall provide site location for Contractor's operations.

7.3 District shall provide power supply and other appropriate infrastructure for Contractor's services as mutually agreed to by District and Contractor.

7.4 District shall work with Contractor to advertise the location and the menu offerings to the campus community.

7.5 District shall assist in the recruiting of student workers for part-time assistance to Contractor.

8. Food and/or Concession Service Offerings/Menu.

8.1 Contractor shall attach a proposed menu with related pricing **labeled as "Exhibit E"**.

8.1.1 Contractor shall take into consideration fresh and healthy options, as well as affordable options based upon the demographics of the students being served.

8.1.2 Contractor shall include "grab and go" options

8.2 Contractor shall maintain the prices listed on the attached proposed menu for a minimum of one (1) year.

8.3 Any proposed changes to menu pricing must be submitted to District representative in writing by Contractor and preapproved by District.

9. Customer Payment Methods and Loyalty Programs.

9.1 Contractor shall detail within its proposal Contractor's availability of the following:

9.1.1 Ability for customer to place an order via a mobile device

9.1.2 Ability for customer to pay for an order via a mobile device (e.g., Android Pay, Apple Pay, Samsung Pay, Tapingo, etc.)

9.1.3 Ability for customer to pay for an order via CalFresh, SNAP, and/or EBT card

9.2 Contractor shall describe loyalty programs offered to customers (i.e., frequent purchase programs)

9.3 Contractor shall describe any group or community discount cards options, or Contractor's willingness to work with District regarding a group or community discount card program.

10. Student Employment.

10.1 Contractor shall detail within its proposal:

10.1.1 Student employment programs

10.1.2 Student employment goals

10.1.3 Percentage of students employed at other customer locations/campuses

11. Sustainability.

11.1 Contractor shall detail its sustainability efforts, to include but not limited to:

11.1.1 Use of corn-based products (i.e., cups, containers, lids, and flatware)

11.1.2 Limited or non-use of Styrofoam products

11.1.3 Use of environmentally friendly cleaning products

11.1.4 Locally sourced/reduction in carbon footprint food purchases

11.1.5 Mitigation and recycling of waste

11.1.6 Other sustainable practices

12. Operating Fee.

12.1 Contractor shall propose a percentage of the gross sales per month to the District from Contractor's activities on the District's property. This amount shall be clearly identified within its proposal.

12.1.1 Gross sales shall be defined as all sales made from Contractor's activities on District property, less sales tax and customer returns, meals to employees, and promotional items sold at cost.

12.2 Contractor's Operating Fees shall be due and made payable by the 20th day of the month following the reporting period. Payment shall be mailed to:

Cerritos Community College District
Attention: Accounting Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

12.3 A statement of gross sales shall be submitted together with the Operating Fee. The Operating Fee shall constitute the Contractor's entire payment for all charges and services related to Contractor's use and occupancy of premises on District's property.

13. Signing Bonus.

13.1 Contractor shall propose the payment to the District a minimum one-time signing bonus for any contract awarded pursuant to this RFP.

14. Site Improvements.

14.1 Contractor shall propose improvements made to food service areas at campus locations, including any common areas.

15. Evaluation of Contractor Performance.

15.1 Contractor shall be subject to periodic audits by District to ensure compliance with any contract awarded pursuant to this RFP.

16. Reporting Requirements and Procedures.

16.1 Contractor shall report to the Dean of Student Services or her designee as the primary District representative overseeing a contract awarded pursuant to this RFP.

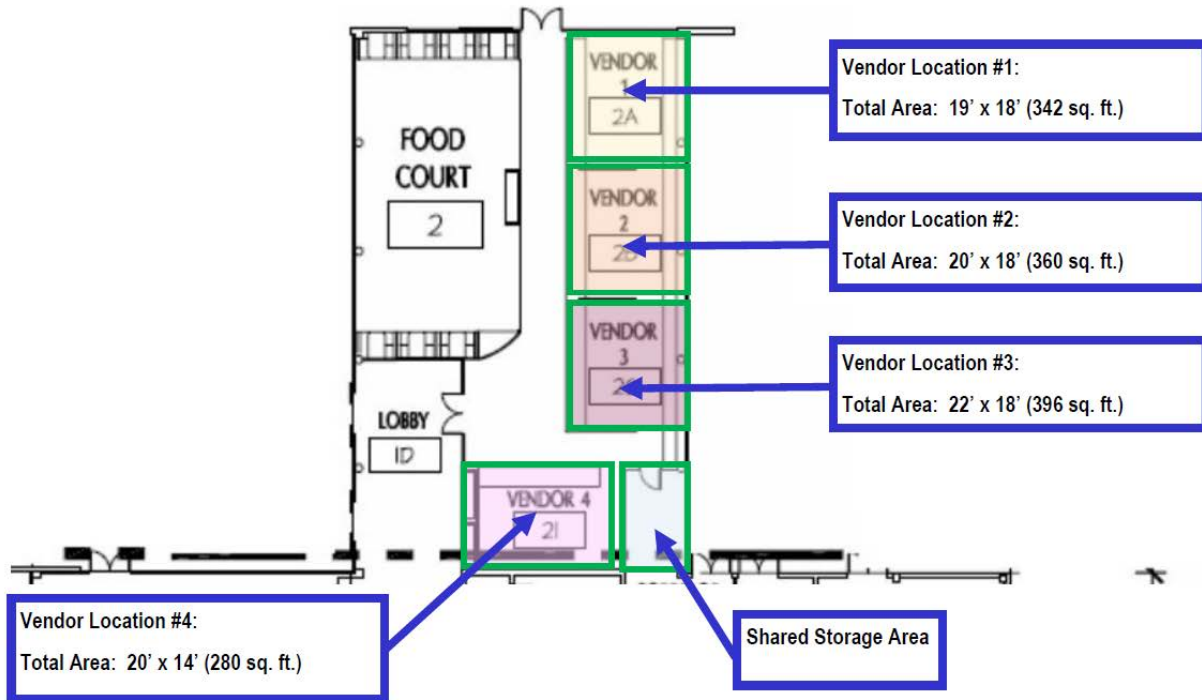
17. Special Conditions.

17.1 Contractor understands and agrees that Contractor has no right whatsoever to compensation or reimbursement of expenses or costs against the District as a result of any act performed by the Contractor on District Property or elsewhere in connection any contract awarded pursuant to this proposal request.

SECTION II

Student Center/Food Court Locations

Student Center



Section II (A)

Vendor Location #1 – Total Area: 19' x 18' (Approx. 342 sq. ft.)



Section II (B)

Vendor Location #2 – Total Area: 20' x 18' (Approx. 360 sq. ft.)



Section II (C)

Vendor Location #4 – Total Area: 20' x 14' (Approx. 280 sq. ft.)



Section II (C)

Vendor Location #4 (Cont.)



Vendor Location – Common Areas



Hallway



Hallway



Storage Room

Vendor Location – Dining Areas

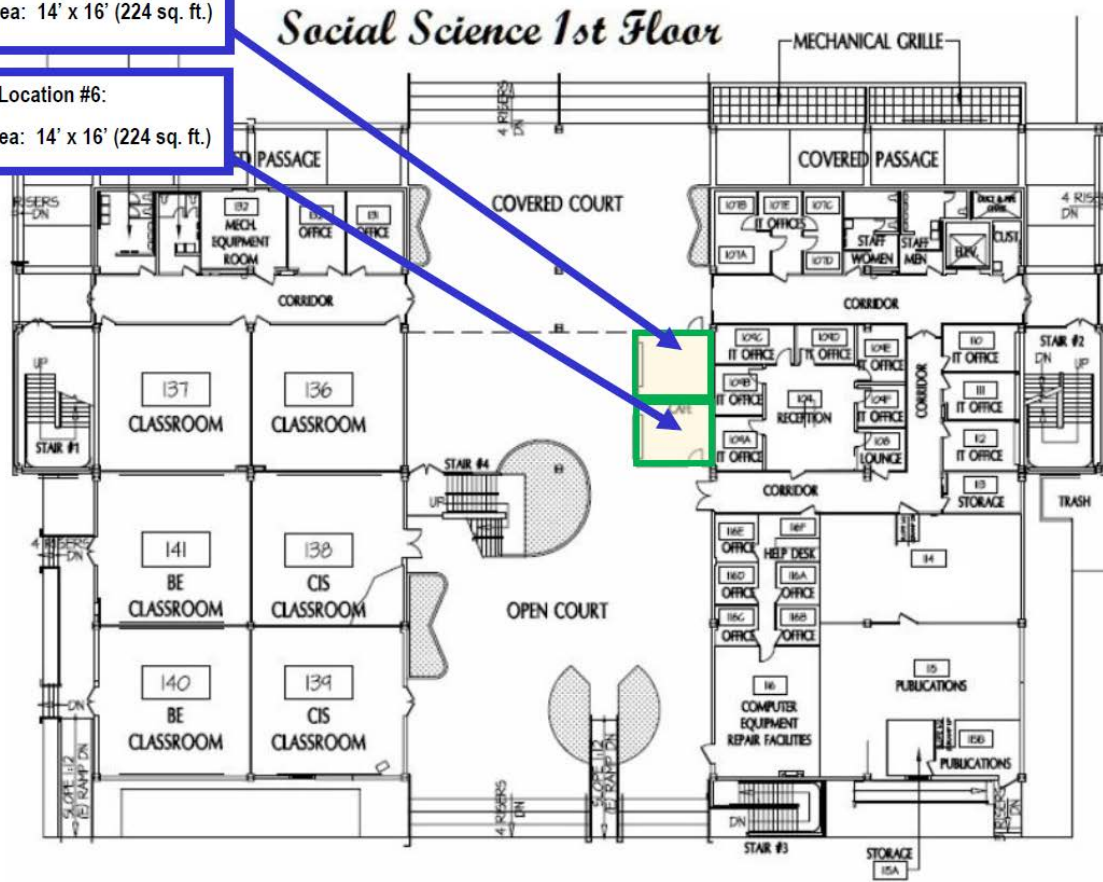


SECTION III

Social Science Breezeway Locations

Vendor Location #5:
Total Area: 14' x 16' (224 sq. ft.)

Vendor Location #6:
Total Area: 14' x 16' (224 sq. ft.)



Section III (A)

Vendor Location #5 – Total Area: 14' x 16' (Approx. 224 sq. ft.)



Section III (B)

Vendor Location #6 – Total Area: 14' x 16' (Approx. 224 sq. ft.)



Section III (C)

Vendor Location – Common Areas



Hallway



Sink



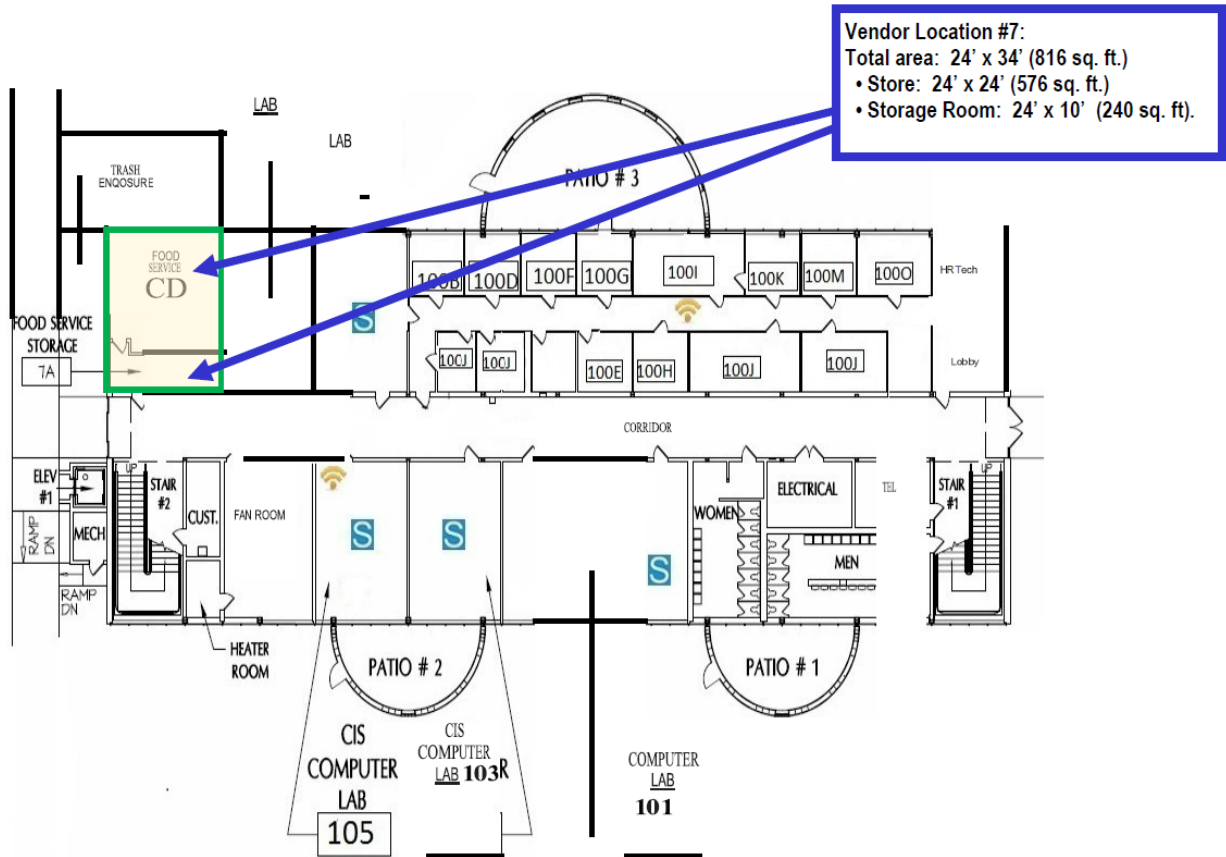
Hallway

SECTION IV

Multi Purpose Building Location

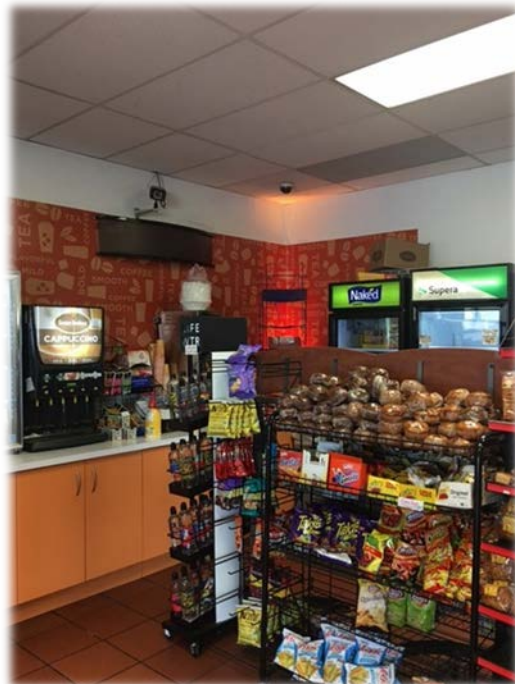
Multi Purpose Building

1st Floor



Section IV (A)

Vendor Location #7 – Total Area: 24' x 34' (Approx. 816 sq. ft.)



Section IV (B)

Vendor Location #7 (Cont.)



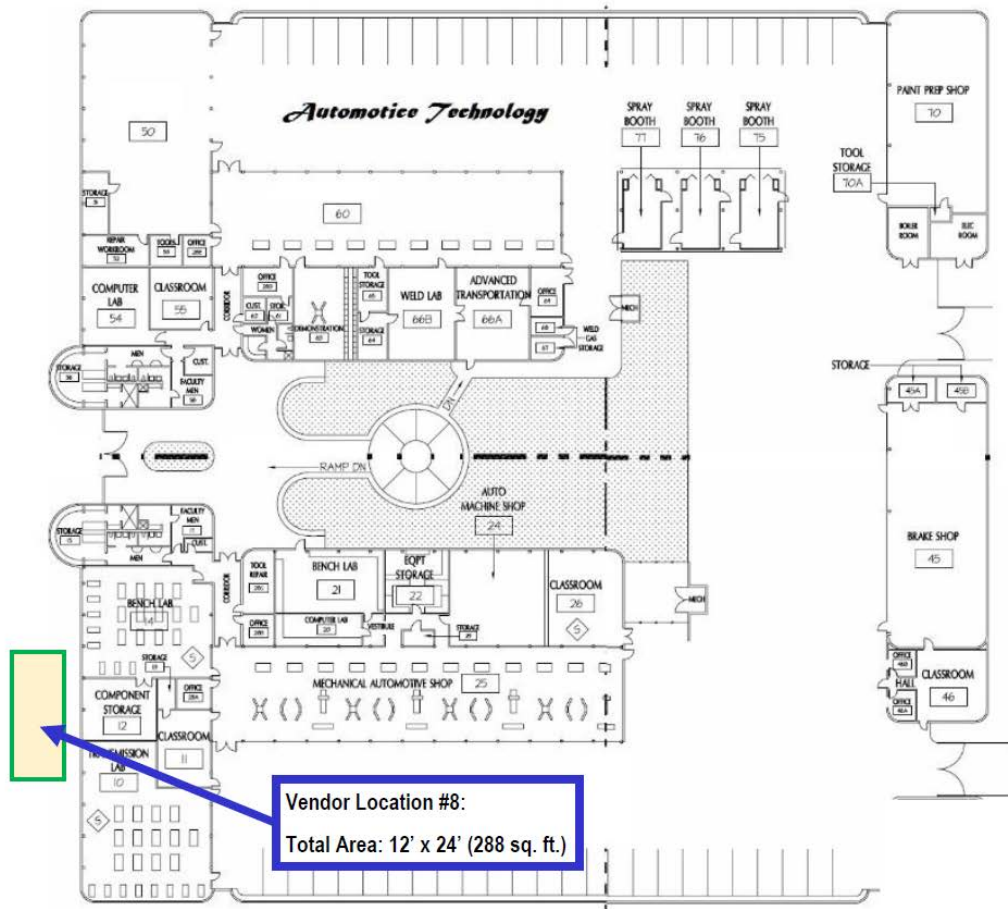
Storage Room



Trash Storage

SECTION V

Automotive/Health Occupations Location



Section V (A)

Vendor Location #8 – Total Area: 12' x 24' (Approx. 288 sq. ft.)





Section 3 –Proposal Requirements

3.1 Proposal Format and Content

The emphasis of the Proposal should be on responding to the requirements set forth in the Request for Proposal. Therefore, the proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District to effectively evaluate the Proposal. Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP.

All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

Format

1. LETTER OF TRANSMITTAL

- 1.1 identify the submitting organization;
- 1.2 identify the name and title of the person authorized by the organization to contractually obligate the organization;
- 1.3 identify the name, title and telephone number, and email address of the person authorized to negotiate the contract on behalf of the organization;
- 1.4 identify the names, titles, telephone numbers, and email addresses of persons to be contacted for clarification;
- 1.5 explicitly indicate acceptance of the terms and conditions as stated in this RFP;
- 1.6 be signed by the person authorized to contractually obligate the organization, and;
- 1.7 acknowledge receipt of any and all addenda to this RFP. The first page of each addenda shall be placed behind the Letter of Transmittal and signed by the authorized organizational representative.

2. RESPONSE TO MANDATORY REQUIREMENTS

- 2.1 Offeror must present a proposed method of satisfying the requirements as specified in the Scope of Work and Technical Specifications; the narrative must directly reference the Scope of Work and Technical Specifications—each item must be addressed;
- 2.2 Resumes of personnel that will be assigned to provide the services;
- 2.3 Company's experience and qualifications for similar types of work;
- 2.4 Company financial statements – five (5) years (Income Statement, Balance Sheet & Statement of Cash Flows)) and/or a letter of good standing/financial stability from an independent certified public accountant (CPA) providing a general description of the firm's financial condition; Offerors that provide both (company financial statements and letter of good standing/financial stability) or the former (company financial statements), may receive more points allotted to their submittal (in that hierarchical order) than those Offerors that only provide a letter of good standing/financial stability from an independent CPA; Offerors shall also disclose any conditions that may impede the Offeror's ability to provide services to District (e.g., bankruptcy, pending litigation, planned closures, impending mergers, etc.);

3. CERTIFICATION (Exhibit A)

- 3.1 Offeror will certify that this submittal is made without collusion with any other person, firm, or corporation;

4. CONTRACT TERMS AND CONDITIONS (Exhibit B-1) AND ADDITIONS, DELETIONS AND/OR EXCEPTIONS (Exhibit B-2)

- 4.1 If Offeror wishes to add, delete and/or take exception to any of the terms of this RFP, they must be stated per Exhibit B-1 and B-2;

5. REFERENCES FORM (Exhibit C)

5.1 Please provide references, preferably from a community college or other institution of higher education, of similar scope and industry, on the "References" sheet provided in this RFP; this list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the Offeror's related experience;

6. BUSINESS PROFILE FORM (Exhibit D)

6.1 This form shall be completed in its entirety; if additional space is needed, additional pages may be attached;

7. FOOD AND/OR CONCESSION SERVICE MENU OFFERINGS/MENU (EXHIBIT E) – PROVIDED BY OFFEROR

7.1 Offeror shall attach a proposed menu with related pricing for each location labeled as "Exhibit E"

8. PERSONNEL ASSIGNED TO PROJECT (EXHIBIT F) – PROVIDED BY OFFEROR

8.1 Reference Item 11, Exhibit D, Business Profile

9. ADDITIONAL MATERIAL (optional)

9.1 Offerors may include other materials that they feel may improve the quality of their responses.

Offerors are encouraged to review all proposal submittal documents, as withdrawal or correction may not be permitted after the proposal has been opened. The cost for developing the proposal is the sole responsibility of the Offeror. All proposals submitted become the property of the District.

All proposals shall be signed and the title and company name indicated. A proposal by a corporation shall be signed by an authorized officer, employee, or agent with his or her title.

An Offeror deviating from specifications must specify any and all deviation(s) on Exhibit B-1 and B-2. Failure to note said exceptions shall be interpreted to convey that the Offeror shall propose to perform in the manner described and/or specified in this solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Offeror as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

3.2 Request for Clarification/Information (RFC/RFI)

Questions regarding the meaning of the Scope of Work, Technical Requirements, or other pre-proposal documents shall be directed to **Mark B. Logan** at mlogan@cerritos.edu faxed to **562-467-5020**. To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for "Last Day for offerors to submit questions". Any and all such interpretations and any supplemental instructions will be posted Purchasing's website at www.cerritos.edu/purchasing not later than the date fixed as "Last Day for District to answer questions". All addenda so issued shall become part of the contract documents. **Under no circumstances may the Offeror contact faculty, staff, administrators, members of the evaluation team, the using departments/divisions, or members of the Board of Trustees. If a prior relationship exists between Offeror and District, Offeror may only discuss matters for which the Offeror is contracted. Failure to comply with this provision may deem Offeror's proposal non-responsive.**

3.3 Addenda

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal each offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection. **Offerors are**

primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Offeror should access Purchasing's website at www.cerritos.edu/purchasing to verify that he/she has received all Addenda issued, if any.

3.4 Request for Proposal (RFP) Submittals

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective offerors are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any Offeror's information to competing offerors prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the Offeror's most favorable terms from a price and technical standpoint.

3.5 Award of Contract

Proposals will be analyzed and award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the District, taking into consideration price and the criteria established for evaluation set forth in the request for proposal.

The District may make such investigations as it deems necessary to determine the ability of the Offeror to provide the goods and/or service as specified, and the Offeror shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.

The District reserves the right to reject any or all proposals, either separately or as a whole, any item or items, to waive informalities, technical defects and minor irregularities in proposals received; and to select the proposal(s) deemed most advantageous to the District. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.

The District reserves the right to award one or more contracts on the proposals submitted, either by award of all items to one Offeror or by award of separate items or groups of items to various offerors as the interests of the District may require, unless the Offeror clearly specifies otherwise in his proposal.

Upon acceptance by District, a contract will be issued to the successful Offeror and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party. Services are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

Section 4

DISTRICT'S STANDARD FORM CONTRACT FOLLOWS

**CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD SERVICE VENDOR)**

This Operating Agreement (“Agreement”) is made and entered into this [] day of [] 201 [], by and between the **Cerritos Community College District**, a California public community college district (“District”), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and [] (“Vendor”). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit “A” (“Facility”),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District’s RFP No. 17C0023, Food and/or Concession Services dated September 26, 2017 and Vendor’s written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1, 2017**, and end at the close of business on **June 30, 2023** (“Term”).

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit “B” (“Services”) at the Facility at such times and days as are specified in Exhibit “B”.

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor’s unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit “D” for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars (\$1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the

Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

6.2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

7. Indemnification.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8. Operating Fee.

Vendor shall pay to the District percent (%) of gross sales per month from the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost. Vendor shall also pay a one-time signing bonus of , due payable within ten days upon execution of this Agreement.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services for Vendor's operation, at no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

19.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the similar services from another vendor.

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term "financially responsible" shall mean that the proposed Transferee's financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Elizabeth Miller, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department
Fax: 562-467-5020

[Vendor Information]

28. Counterparts. This Agreement and all amendments and supplements to it may be

executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

“District”

“Vendor”

Cerritos Community College District



By: _____

By: _____

Title: _____

Title: _____

E-Mail: _____

Tax ID Number: _____

Exhibit "A"
District Facility

Food Service Location - Approximate [redacted] ([redacted]) square feet portion of the Food Service Locations as depicted in the attached diagram.

Exhibit "B"
Permitted Food Services

1. Food Services:

a. [INSERT DESCRIPTION OF TYPE OF FOOD AND BEVERAGES]

b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. Hours of Operation

a. [REDACTED]

Exhibit “C”
Health, Safety and Waste Management Requirements

Vendor must comply with and/or exceed applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Vendor must display a valid Los Angeles County Health Permit.

Vendor must manage waste disposal in compliance with District policies described below:

District requires adherence to certain waste guidelines on campus, which include:

- * Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.
- * Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.
- * Compost all food and compostable material.
- * Minimize use of plastic bags
- * At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.
- * Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District’s campus, even if trash bins are available.
- * Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

Exhibit “D”
Environmental Health and Safety Requirements

Vendor must label, use, store and dispose of all hazardous waste in compliance with all Federal, State and local laws.

Vendor must comply with all District requirements which apply to the use of portable generators. Generators must be quiet and no generators may be placed on the ground. Vendor may not refuel generators on District property other than at a gas station.

Vendor will not disturb building materials and shall stop work and report any inadvertent disturbance of such materials immediately to District’s Facilities Department at (562) 860-2451 ext. 2311 or (562) 467-5211.

Unless specifically qualified to do so, Vendor will not enter an area that is posted with warning signs or labels indicating the presence of chemical, biohazardous or radioactive materials or equipment or areas that may have residual contamination from such materials.

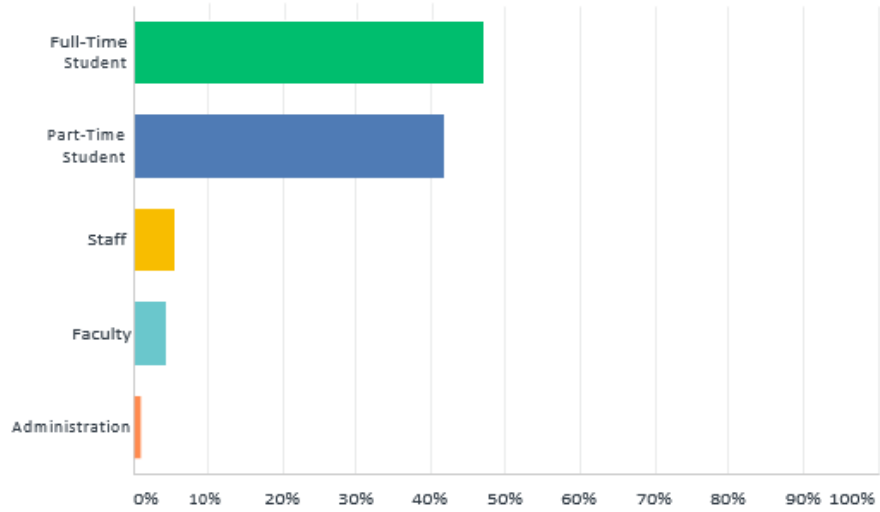
Section 5

DISTRICT'S FOOD SERVICES SURVEY FOLLOWS

Food Vendor Preference Survey Fall 2017

Q2 What is your current status at Cerritos College?

Answered: 2,518 Skipped: 15

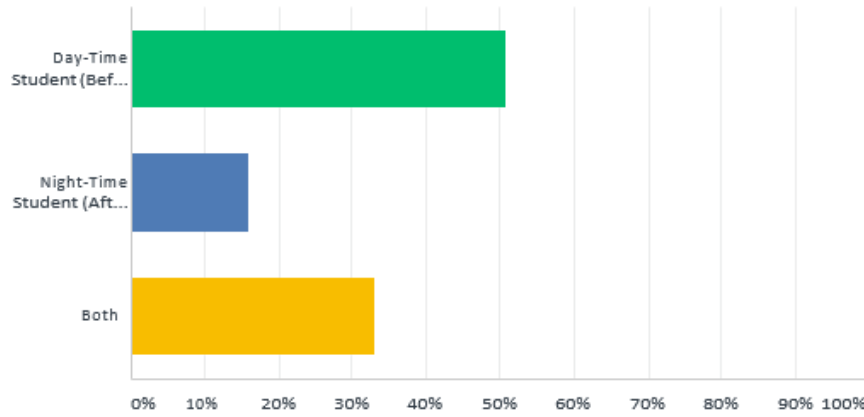


ANSWER CHOICES	RESPONSES	
Full-Time Student	47.14%	1,187
Part-Time Student	41.86%	1,054
Staff	5.60%	141
Faculty	4.33%	109
Administration	1.07%	27
TOTAL		2,518

Food Vendor Preference Survey Fall 2017

Q3 If you are a Student, which of the following best describes you:

Answered: 2,265 Skipped: 268

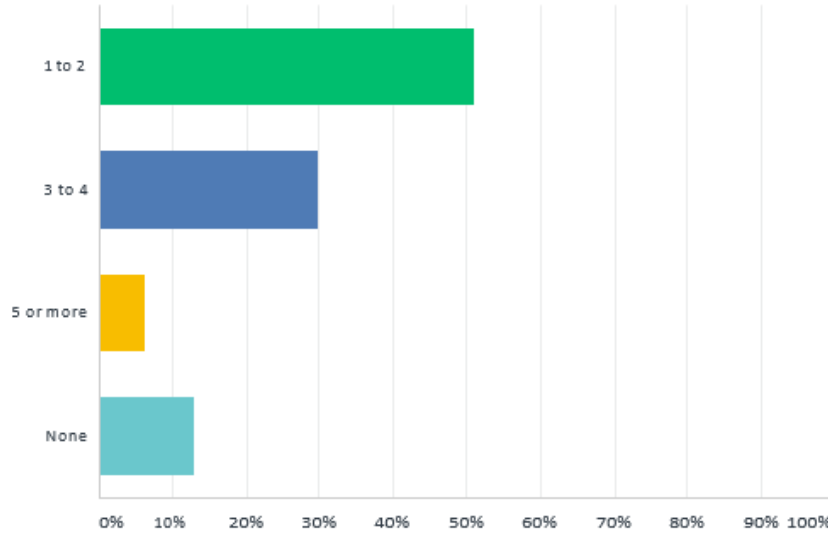


ANSWER CHOICES	RESPONSES	
Day-Time Student (Before 5pm)	50.91%	1,153
Night-Time Student (After 5pm)	15.98%	362
Both	33.11%	750
TOTAL		2,265

Food Vendor Preference Survey Fall 2017

Q4 How many times a week do you eat on campus?

Answered: 2,496 Skipped: 37

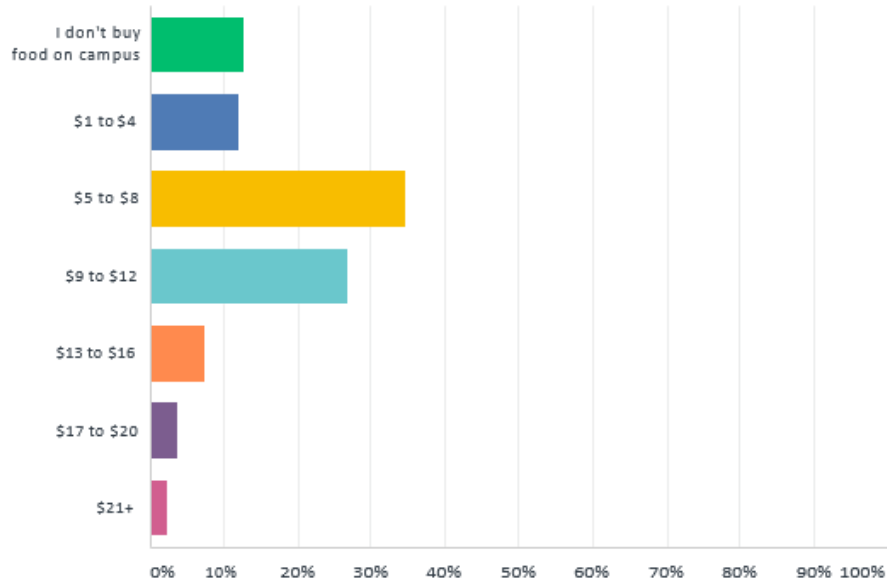


ANSWER CHOICES	RESPONSES	
1 to 2	51.00%	1,273
3 to 4	29.81%	744
5 or more	6.25%	156
None	12.94%	323
TOTAL		2,496

Food Vendor Preference Survey Fall 2017

Q5 How much money do you spend per day for food on campus?

Answered: 2,496 Skipped: 37

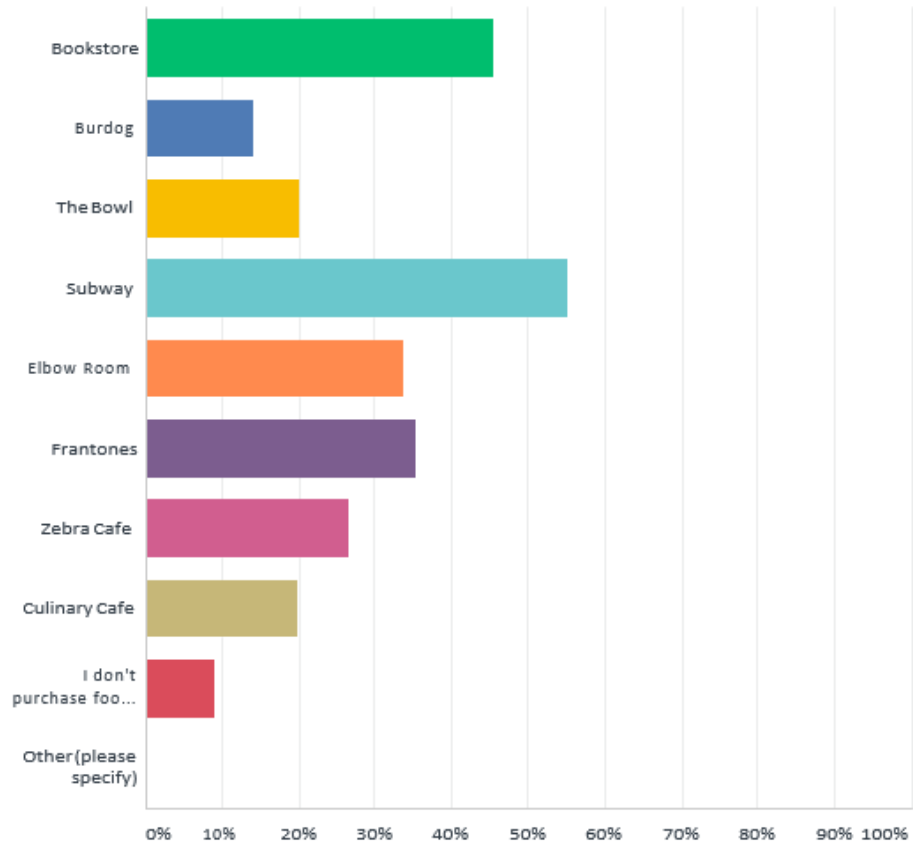


ANSWER CHOICES	RESPONSES	
I don't buy food on campus	12.78%	319
\$1 to \$4	12.10%	302
\$5 to \$8	34.66%	865
\$9 to \$12	26.80%	669
\$13 to \$16	7.49%	187
\$17 to \$20	3.77%	94
\$21+	2.40%	60
TOTAL		2,496

Food Vendor Preference Survey Fall 2017

Q6 When you eat on campus, where do you typically purchase food?
(Check All That Apply)

Answered: 2,491 Skipped: 42



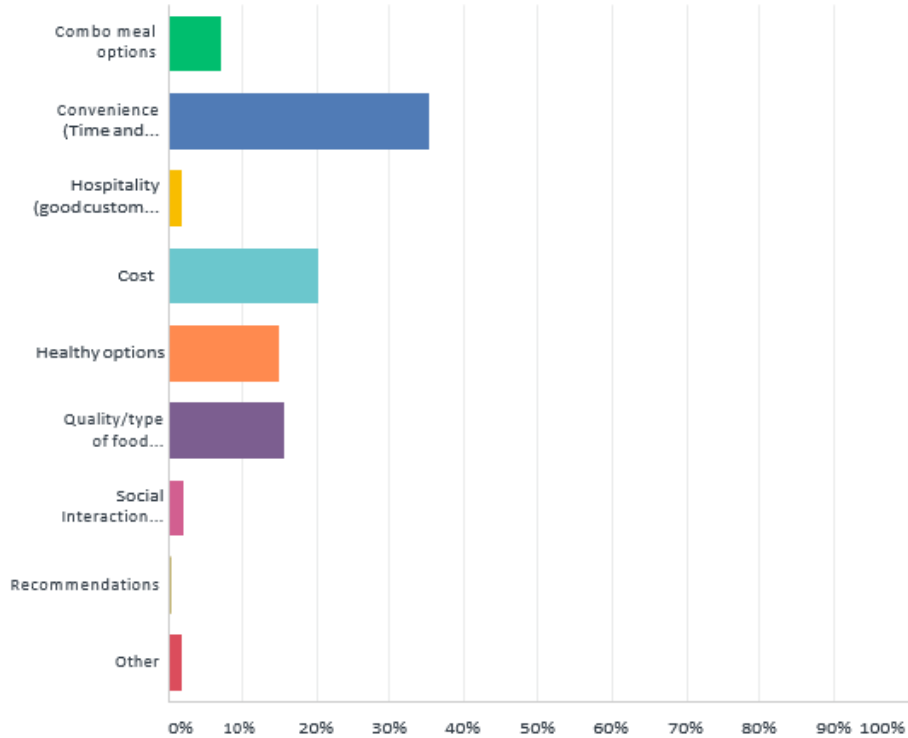
ANSWER CHOICES	RESPONSES	
Bookstore	45.56%	1,135
Burdog	14.09%	351
The Bowl	20.07%	500
Subway	55.24%	1,376
Elbow Room	33.76%	841
Frantones	35.29%	879
Zebra Cafe	26.66%	664
Culinary Cafe	19.91%	496
I don't purchase food on campus	9.03%	225
Other (please specify)	0.00%	0

Food Vendor Preference Survey Fall 2017

Total Respondents: 2,491		
#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q7 What is the one main factor influencing where you go for lunch?

Answered: 2,464 Skipped: 69

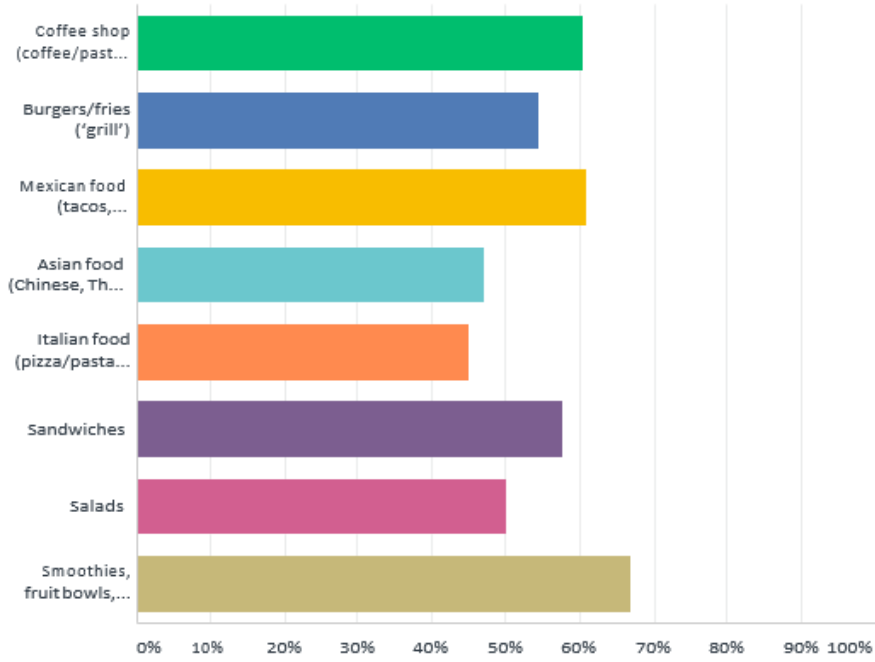


ANSWER CHOICES	RESPONSES	
Combo meal options	7.18%	177
Convenience (Time and location)	35.35%	871
Hospitality (good customer service)	1.83%	45
Cost	20.33%	501
Healthy options	15.02%	370
Quality/type of food available	15.79%	389
Social Interaction (friends, classmates)	2.19%	54
Recommendations	0.49%	12
Other	1.83%	45
TOTAL		2,464

Food Vendor Preference Survey Fall 2017

Q8 What types of food are of interest to you? (check all that apply)

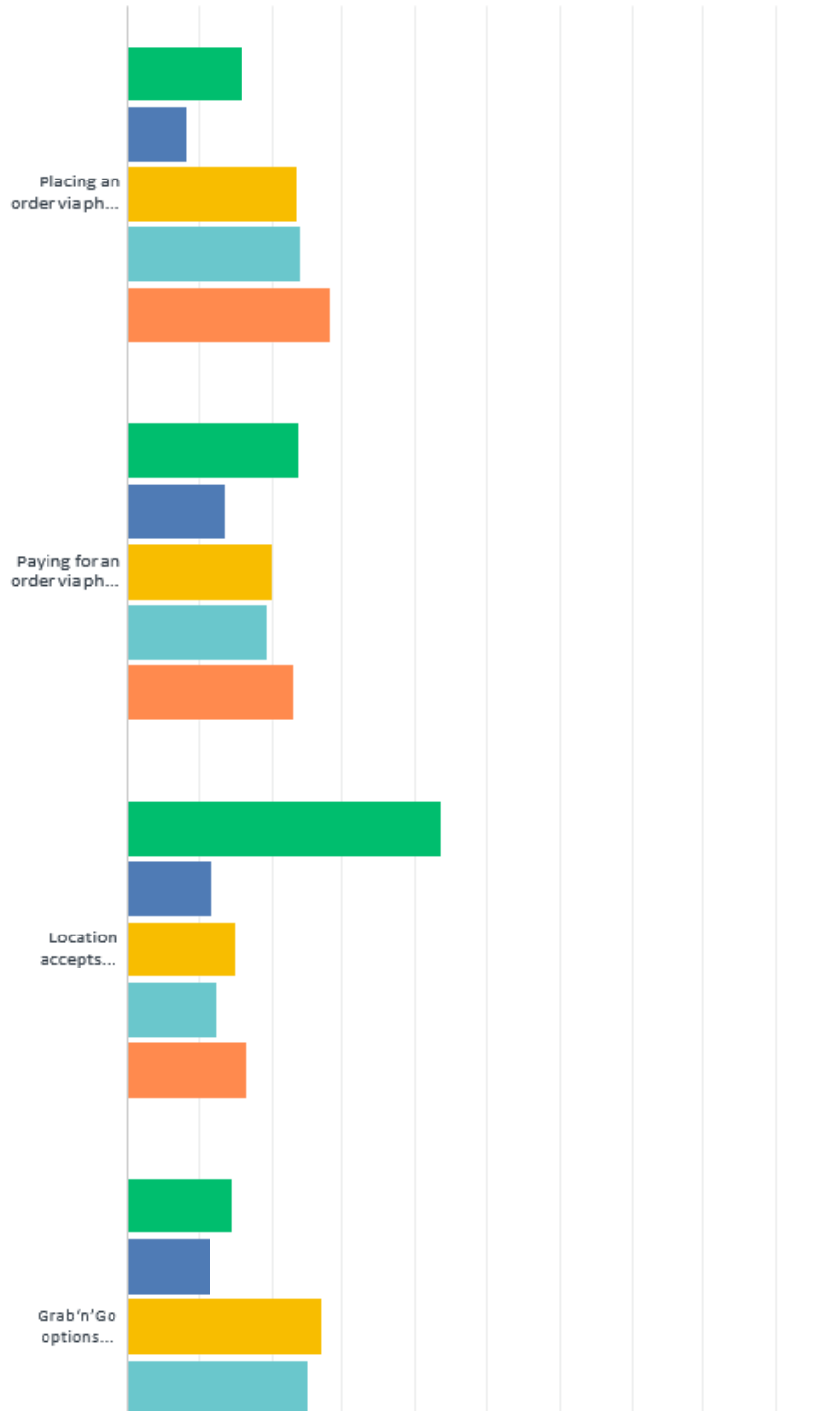
Answered: 2,467 Skipped: 66



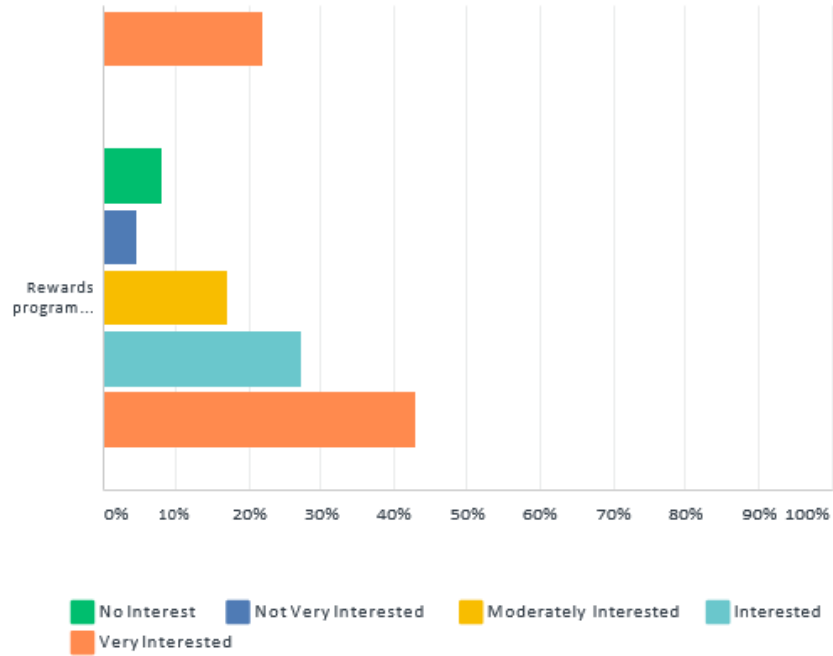
ANSWER CHOICES	RESPONSES	
Coffee shop (coffee/pastries)	60.56%	1,494
Burgers/fries ('grill')	54.56%	1,346
Mexican food (tacos, burritos, tostadas, etc.)	60.80%	1,500
Asian food (Chinese, Thai, Vietnamese, etc.)	47.10%	1,162
Italian food (pizza/pasta, etc)	44.99%	1,110
Sandwiches	57.84%	1,427
Salads	50.30%	1,241
Smoothies, fruit bowls, etc.	66.84%	1,649
Total Respondents: 2,467		

Q9 How interested are you in the following:

Answered: 2,443 Skipped: 90



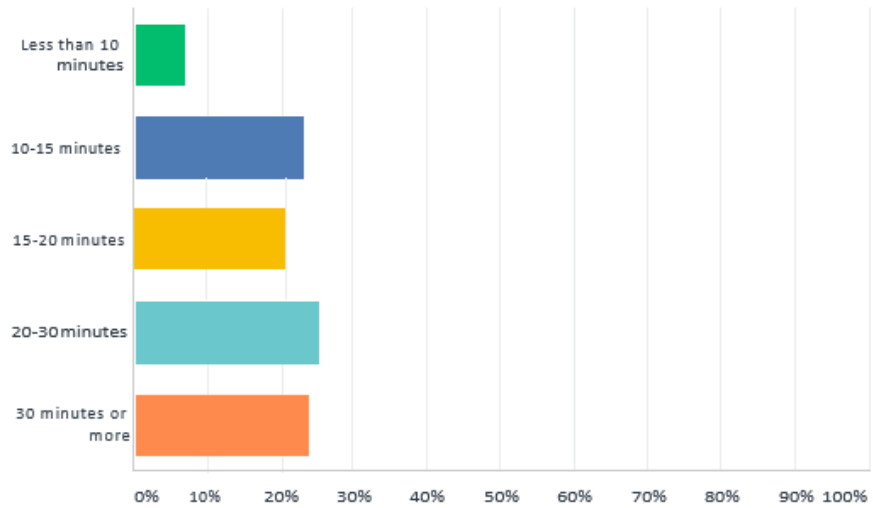
Food Vendor Preference Survey Fall 2017



	NO INTEREST	NOT VERY INTERESTED	MODERATELY INTERESTED	INTERESTED	VERY INTERESTED	TOTAL
Placing an order via phone app	15.92% 382	8.29% 199	23.67% 568	23.96% 575	28.17% 676	2,400
Paying for an order via phone app (Android pay, Apply Pay, Samsung pay)	23.80% 569	13.51% 323	20.03% 479	19.41% 464	23.25% 556	2,391
Location accepts CalFresh/SNAP/EBT	43.80% 1,045	11.90% 284	15.05% 359	12.53% 299	16.72% 399	2,386
Grab'n'Go options (pre-made food)	14.58% 350	11.45% 275	27.07% 650	25.03% 601	21.87% 525	2,401
Rewards program (frequent user)	8.18% 197	4.65% 112	17.08% 411	27.17% 654	42.92% 1,033	2,407

Q10 How much time do you have to eat? (including purchasing/ordering, waiting, and eating)

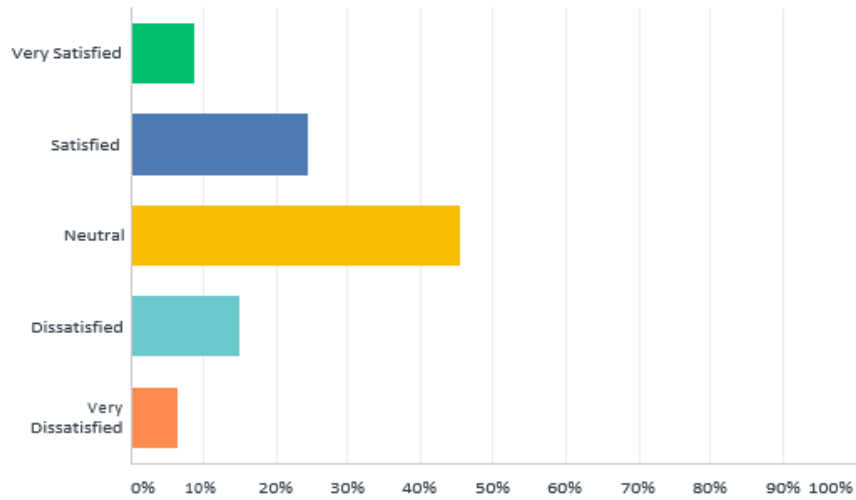
Answered: 2,441 Skipped: 92



ANSWER CHOICES	RESPONSES	
Less than 10 minutes	7.01%	171
10-15 minutes	23.15%	565
15-20 minutes	20.98%	512
20-30 minutes	25.03%	611
30 minutes or more	23.84%	582
TOTAL		2,441

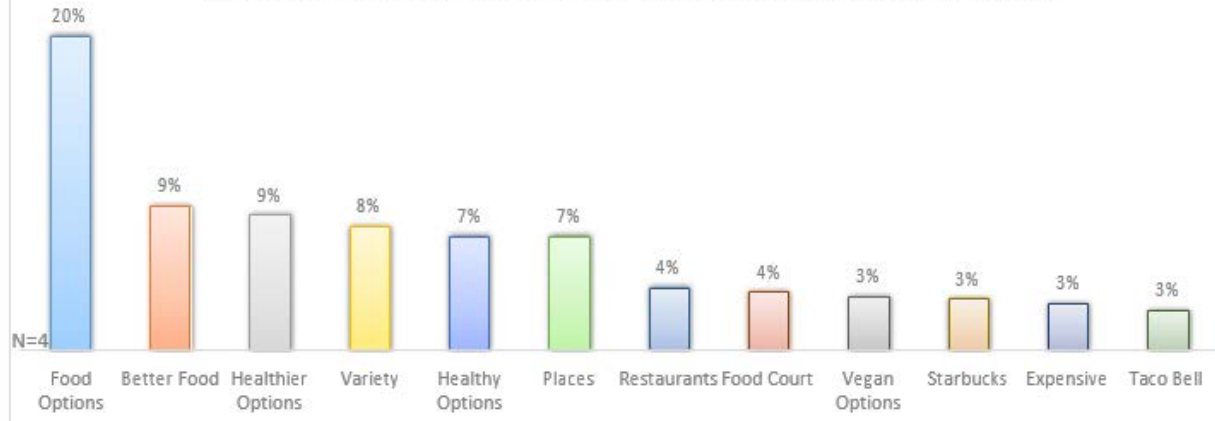
Q11 How satisfied are you with the food options provided by Cerritos College?

Answered: 2,443 Skipped: 90



ANSWER CHOICES	RESPONSES	
Very Satisfied	8.80%	215
Satisfied	24.48%	598
Neutral	45.31%	1,107
Dissatisfied	14.98%	366
Very Dissatisfied	6.43%	157
TOTAL		2,443

If dissatisfied with food options at Cerritos College, please provide one way in which options or services can be improved (Text Analysis)



Section 6 – Exhibits (Required Forms)

REQUIRED RFP EXHIBITS/FORMS FOLLOWS

**EXHIBIT A
CERTIFICATION**

The undersigned, as Offeror, certifies that this submittal is made without collusion with any other person, company, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

Signature of Offeror's Authorized Representative

Date

Printed Name

Name of Offeror (Company)

Title

Address

Email address

City, State, Zip

Phone Number

Fax Number

**EXHIBIT B - 1
CONTRACT TERMS AND CONDITIONS**

Each Offeror must state below whether it accepts the attached standard form of District agreement (“Agreement”). Any exceptions must be included, if at all, with Offeror’s proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Offeror’s proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Offeror **accepts** the form of Agreement **without exception**.

or

_____ Offeror proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Offeror shall:

1. Summarize any and all exceptions to the form of Agreement in Exhibit B-2 to this form, and
2. Enclose both a “red-lined” version of the Agreement, which clearly shows each proposed exception/modification, and
3. Provide a written explanation to substantiate each proposed exception/modification.

Signature of Offeror’s Authorized Representative

Date

Printed Name

Name of Offeror (Company)

Title

Address

Email address

City, State, Zip

Phone Number

Fax Number

**EXHIBIT C
REFERENCES**

Please list customer references with three (3) or more years experience with the Offeror. Local and similar size contract references are preferred.

REFERENCE #1

NAME OF AGENCY/FIRM	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION OF SERVICE	

REFERENCE #2

NAME OF AGENCY/FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION OF SERVICE	

REFERENCE #3

NAME OF AGENCY/FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
DESCRIPTION OF SERVICE	

(ATTACH ADDITIONAL SHEETS IF REQUIRED)

EXHIBIT D
BUSINESS PROFILE

All offerors shall submit the information as requested below.

1. Length of time your company has been in business: _____
2. Length of time at current location: _____
4. Names and titles of all officers of the company: _____

5. Is your firm a sole proprietorship doing business under a different name? YES or NO
If yes, please indicate sole proprietorship name and the name you are doing business under:

6. Is your firm incorporated? YES or NO
7. Please indicate your Federal Tax Number: _____
9. Physical Address:

10. Total number of employees _____ Full time _____ Part time _____
11. Identify personnel to be assigned to the District project, i.e. Supervisor, Foreman, Laborer, etc. and their qualifications (**Attach additional pages labeled Exhibit F - Personnel**).
12. Provide a list of all equipment available to perform the required services, as appropriate (attach additional pages labeled – Equipment).

EXHIBIT G
SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Offeror's proposal. It is only intended as a guide. It is the Offeror's responsibility to read the RFP thoroughly and comply with all requirements.

All proposals should include, but are not limited to, the following forms:

- LETTER OF TRANSMITTAL** – all requested information included, including acknowledgement of all addenda, and signed by authorized representative
- RESPONSE TO MANDATORY REQUIREMENTS** – include narrative, resumes, experience and qualifications, and financial information as required in this RFP
- EXHIBIT A - Certification** – completed and signed by authorized representative
- EXHIBIT B – 1 - Contract Terms and Conditions** – complete as requested
- EXHIBIT B – 2 - Additions, Deletions and/or Exceptions** - if none, write “NONE” and submit
- EXHIBIT C - References** – complete as requested
- EXHIBIT D - Business Profile** – complete as requested
- EXHIBIT E – Food and/or Concession Service Offerings/Menu** – Contractor shall attach a proposed menu with related pricing labeled as “Exhibit E”
- EXHIBIT F – Personnel assigned to project** – reference Exhibit D, Business Profile, Item 11 and label as “Exhibit F”
- Addenda (if any)** –The first page of each addenda shall be placed behind the Letter of Transmittal and signed by the authorized organizational representative, as noted above