

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT –
TAHOE-TRUCKEE CAMPUS**

**FOOD SERVICE
REQUEST FOR PROPOSAL**

Bid #09-01

Bid Opening: March 23, 2009

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SECTION A

INTRODUCTION

Sierra Joint Community College District-Tahoe Truckee Campus (SC-TTC) in Truckee is seeking proposals for providing pre-made food services. Currently, this site has only snack and beverage vending. Please include pre-made foods, such as sandwiches, wraps, salads, desserts and cold drinks, coffee and tea service. This service is to be provided from 4:00 to 6:30 p.m., Monday through Thursday, during the Fall and Spring semesters, excluding holidays and campus closure dates.

IMPORTANT DATES

REFERENCED

<u>SECTION</u>	<u>EVENT</u>	<u>DATE</u>
Advertising		February 27 through March 6, 2009
Sec. 1.1	Bid Proposal Opening/Due Date	March 23, 3:00 pm @ Sierra College's Tahoe-Truckee Campus, Conference Room 102, 11001 College Trail, Truckee, CA 96161.
Sec. 1.2	Mandatory Food Presentations	March 25, 2009
Sec. 1.3	Intent to Award	March 26, 2009
Sec. 1.4	Last Date to Protest	April 3, 2009
Sec. 1.5	Contract Award	April 15, 2009
Anticipated Date of Implementation		April 20, 2009

SECTION 1.0

INSTRUCTIONS

1.1 BID PROPOSAL TRANSMITTAL INSTRUCTIONS:

Sealed proposals for furnishing the services described herein will be received until **3:00 p.m., Monday, March 23, 2009**. Proposals received after this time and date will be rejected. Proposals may be delivered in person, by USPS, or other couriers to the address below. Facsimile or e-mail proposals are not acceptable. Proposals must be submitted with the envelope or packaging clearly marked "**Bid #09-01: Sierra Joint Community College District, SC-TTC Food Service Proposal.**"

Sierra Joint Community College District
Tahoe-Truckee Administration Office
11001 College Trail
Truckee, CA 96161
(Phone: 530-550-2225)

1.2 PROPOSAL ACCEPTANCE PERIOD AND BID GUARANTEE:

Formal submission of a proposal assumes acknowledgment that the Contractor will enter into a contract to perform in accordance with the specifications noted herein. Every proposal will be binding upon the Contractor for sixty (60) calendar days following the proposal acceptance date.

1.3 GENERAL INFORMATION AND INSTRUCTIONS

1.3.1 SIGNATURE(S) REQUIREMENT

Proposals must be made in the official name of the firm or individual under which business is conducted and show an official business address. The Bid Form (see Appendix A) must be signed by a person or persons authorized to legally bind the person, partnership, company or corporation submitting the proposal.

1.3.2 IMPLIED AGREEMENT

By submitting a proposal, the Bidder agrees to be governed by the terms and conditions set forth in this RFP. Any exceptions to the specifications must be clearly identified in the Bidders proposal.

1.3.3 MANDATORY RESPONSES

Responses must contain all the items in Mandatory Requirements portion of this RFP, (Section 3.0). If significant errors are found in the proposal, or if a proposal fails materially to conform to the requirements of the RFP, the proposal may be rejected.

1.3.4 RFP SCOPE

Bidders will be responsible for fully acquainting themselves with all conditions of this RFP and failing to do so will in no way relieve them of any obligations with respect to this RFP or to this food service contract.

1.3.5 FORMAT

All forms, data and proposals must be in ink, typewritten or word processed.

1.4 MANDATORY BIDDERS FOOD PRESENTATION MEETING

This meeting will consist of a food sampling, a tour of the facilities, and an RFP question/answer session will be held at SC-TTC Conference Room #102, 11001 College Trail, Truckee, CA, 96161 on **Wednesday, March 25 at 12:00 p.m.** The purpose of this meeting is to have qualified bidders provide a variety of the food they will be serving for the SC-TTC staff to sample, and to ask questions and obtain clarification relative to any facet of this RFP. All questions asked during this meeting will be answered in writing to all qualified bidders in attendance.

1.5 PROPOSAL EVALUATION AND AWARD

This RFP does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to contract for services.

The award shall be made in the best interest of the District, as solely determined by the District. The District reserves the right to accept or reject any and all proposals. The District will review proposals and will select a bidder by March 26, 2009.

The award document will be a contract incorporating, by reference, all the requirements, terms, and conditions of the RFP solicitation and the Bidder's proposal as negotiated. (See sample Agreement, Appendix D) Only proposals from financially responsible organizations, as determined by the District, will be considered. Representatives from the District reserve the right to inspect the Bidder's current operations and to contact references prior to contract award.

1.6 INTENT TO AWARD

An "intent to award" letter will be sent out to all bidders on March 27, 2009. Protests to the award decision should be submitted in writing to Sierra Joint Community College Purchasing Department, 5000 Rocklin Road, Rocklin, CA 95677, no later than April 3, 2009. The protest must state the reason(s) for the protest. In the event a protest is filed the decision to award the contract may be postponed.

1.7 CONTRACT AWARD

Contract Award will be made on April 15, 2009; the day after the Board of Trustees approves the intent to award.

1.8 CONTRACT ADMINISTRATION

Administration of the food service contract will be the responsibility of the Sierra College Joint Community College Business Services Office. All official correspondence, reports, financial reports and official notices concerning this contract must be submitted to:

Sierra Joint Community College District
Business Services Office
5000 Rocklin Road
Rocklin, CA 95677

SECTION 2.0

DESCRIPTION AND SCOPE OF CURRENT FOOD SERVICE PROGRAM

2.1 DESCRIPTION OF CURRENT OPERATION

At present SC-TTC food service consists of two vending machines in the Student Café area (room 110), containing snack foods, bottled water, juice, and soda.

2.1.1 FACILITIES

Preparation area (room 108) includes:

- Refrigerator/Freezer
- Prep counter and storage shelves, without sink
- Roll up service window

Serving area (room 110) includes:

- Table and chair area seating available for 23 people
- Microwave

2.1.2 CAMPUS HOURS

Presently SC-TTC is open Monday through Saturday for credit classes during the Fall and Spring semesters, with most classes being offered Monday through Thursday. Administrative offices are open Monday through Friday. The campus is open from 7 a.m. to 10 p.m. Monday through Thursday and from 7 a.m. to 5 p.m. on Friday.

SECTION 3.0

MANDATORY RESPONSES

3.1 MANDATORY PROPOSAL REQUIREMENTS

The Bidder must submit a proposal addressing each of the following points in the same order as presented. Failure to do so could eliminate that proposal from consideration in the contract award.

3.2 SC-TTC FOOD SERVICE PROPOSAL

Please provide your plan to provide food service which addresses at least the topics below:

- Proposed menu
- Prices and portions
- Hours of Operation
- Vendor owned equipment to be utilized on site
- Staffing plan
- Creative ideas (Optional)

3.3 CURRENT BUSINESS FINANCIAL INFORMATION (see Appendix C)

Please describe your current business operation, including type of business, permits and license(s) held, length of time business has been in operation, business location, number of employees, business hours, workers comp. carrier and liability insurance carrier.

Please provide your Annual Gross Sales for the past 3 years (2006, 2007 and 2008).

SECTION 4.0

GENERAL AGREEMENT TERMS AND CONDITIONS

4.1 FACILITIES - RESPONSIBILITY

All designated food service areas and operations shall be under the overall control of SC-TTC. Scheduling of these areas shall be the responsibility of SC-TTC which shall, when appropriate, coordinate such uses in advance with the Contractor.

4.2 RIGHT OF INSPECTION

SC-TTC reserves the right to periodically conduct unannounced inspections with or without the Contractor. SC-TTC shall have complete cooperation from the Contractor. When state and local authorities arrive for inspection, the SC-TTC shall be notified and, whenever practical, a representative shall be present for the inspection. A copy of the inspection report shall be transmitted by the Contractor to SC-TTC within 72 hours of receipt. If there are deficiencies, within five (5) working days, the Contractor shall provide SC-TTC with a written report of corrective action. In the event that corrective action is a joint responsibility, the Contractor shall notify SC-TTC of its responsibility in the matter and shall work with SC-TTC campus administration in the implementation of such action.

4.3 STATE AND FEDERAL I.D. NUMBER

On or before the execution of a food service agreement(s), Contractor shall furnish to the District, the Contractor's State of California Tax Identification Number and Federal Employer I.D. Numbers. Contractor acknowledges and agrees that the District may furnish those Contractor numbers to federal, state, and local tax authorities.

4.4 APPLICABLE LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of California.

4.5 AGREEMENT TERM

The initial term of the Agreement will be from April 15, 2009 through June 30, 2010. This agreement shall be extended for not more than four (4) successive terms of one (1) year each only at the sole discretion of SC-TTC. SC-TTC shall notify the Contractor via written notice of not less than ninety (90) days prior to the expiration of the initial term or of the then current renewal term. The Agreement shall not be extended beyond June 30, 2014.

4.6 ASSIGNMENT

The Contractor shall be deemed to be an independent Contractor and will not, during the terms of the Contract, or any renewal or extensions thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of SC-TTC. Should the Contractor become insolvent, or if proceeding in bankruptcy shall be instituted by or against the Contractor, the remaining or unexpired portion of the contract shall, at the election of SC-TTC, be terminated.

4.7 USE OF DISTRICT/COLLEGE NAME AND REGISTERED TRADEMARKS

In no instance shall SC-TTC's name, the name of Sierra Joint Community College District or the name of each campus' name or any of its registered trademarks be used by the Contractor in connection with any advertising or promotions which are not directly related to SC-TTC without first obtaining SC-TTC's specific written consent, as appropriate.

4.8 NON-DISCRIMINATION

In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities.

4.9 AMENDMENTS

The Agreement shall not be modified, amended or changed except by an instrument in writing executed subsequently to the execution of this Agreement by both parties, and approved or ratified by vote of the Sierra Joint Community College's Board of Trustees.

4.10 INSURANCE

The Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the District for any losses incurred in association with this Agreement. Any insurance policy or policies shall cover of their food operations at SC-TTC.

General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.

The Contractor will maintain, during the life of this contract, the following minimum insurance requirements:

<u>Kind of Insurance</u>	<u>Minimums of Liability</u>
Worker's Compensation (Including Employer's Liability)	State of California statute
Comprehensive bodily injury and property damage and products liability insurance:	\$1,000,000 per injury \$1,000,000 per occurrence
Automobile Liability for injury or death to any one person	\$1,000,000 per occurrence
Automobile Liability for each accident or occurrence and property damage	\$1,000,000 per occurrence

These policies shall contain a covenant requiring thirty (30) days written notice to the District before cancellation, reduction or other modifications of any kind to the required coverage.

The Contractor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of California. In the event that the Contractor fails to maintain and keep in force the insurance and Worker's Compensation coverage as herein provided, the District shall have the right to terminate the Agreement.

The SC-TTC and Sierra Joint Community College District and their Board members, officers, employees and agents shall each be named as additional by separate endorsements to the general liability and automobile liability policy(ies) so that each is independently and equally protected to the face amount of the policy.

Upon notification of award and prior to issuance of the Agreement, the Contractor shall provide the District with Certifications of Insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of California and signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given the District by the party initiating any revision.

4.11 INDEMNIFICATION

4.11.1 HOLD HARMLESS

The Contractor hereby covenants and agrees, at its sole cost and expense during the term of this Agreement, to indemnify and hold harmless SC-TTC, the District, its officers, management, staff and governing board as well as all officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm,

corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the designated food service areas and food service operations or any work done in or about the same, or transactions of the Contractor concerning the food service performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property. The Contractor also covenants and agrees, at its sole cost and expense, to hold harmless the SC-TTC, Sierra Joint Community College District, its officers, management, staff and governing board as well as officers, agents, and employees from and against all judgments, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the SC-TTC, Sierra Joint Community College District, its officers, management, staff and governing board as well as any officers, agents or employees, by reason of any such claim, the Contractor upon notice from the SC-TTC, Sierra Joint Community College District will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willful acts or omissions of SC-TTC, the District, its officers, management, staff and governing board and its officers, agents or employees.

4.11.2 DAMAGE

The District shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Contractor or any of Contractor's agents, servants, or employees, even if such equipment is furnished by the District or to Contractor. The acceptance or use of any such equipment by Contractor shall be construed to mean that Contractor accepts full responsibility for, and agrees to indemnify the District and against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the Contractor, other Contractors, the District or other persons.

4.11.3 CLAIMS

Any claims which Contractor may have against the District shall be filed with the Office of the President/Superintendent with a copy to the Risk Management Office, 5000 Rocklin Road, Rocklin, CA 95677.

4.12 LAWS TO BE OBSERVED

The Contractor shall observe, perform and comply with or require compliance with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and maintenance of the food service operation and Contractor's activities undertaken pursuant to this Agreement. The Contractor shall also comply with all state and local building, fire, health,

food service, zoning laws, codes and/or regulations that affect or are applicable to Contractor's activities and operations hereunder.

4.13 RULES AND REGULATIONS

The Contractor covenants and agrees to comply with the District policies and guidelines set out below. The District reserves the right to make and enforce such other reasonable policies and guidelines which the District deems are necessary or advisable in order to promote the safety, care, preservation, and cleanliness of the designated food service areas and for the protection and maintenance of District property in general. The Contractor shall pay the cost of remedying or repairing damage to designated food service areas or other District property due to noncompliance with the following policies and guidelines.

4.13.1 PROHIBITED USES

Toilets, wash basins and other equipment shall not be used for any other purpose than the purposes for which they were constructed. No sweepings, rubbish and other substances shall be thrown therein.

4.13.2 FACILITY ALTERATIONS

No alterations shall be made on the premises nor shall additional partitions or fixtures be installed in said premises without written consent of the District.

4.13.3 FACILITY DAMAGE

No nails or screws shall be driven, screwed or otherwise placed into the walls, floors or other parts of any room or area without the consent of the District; nor shall Contractor permit the premises to be defaced or damaged.

4.13.4 PROHIBITED SIGNS

No signs, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the buildings without the prior written approval of the District. All signs shall be of a uniform nature.

4.13.5 UNLAWFUL GAMBLING

The Contractor shall not permit gambling or unlawful practices of any kind on or in facilities within the scope of this Agreement.

4.13.6 REMOVAL OF DISTRICT PROPERTY

The Contractor shall not remove or permit the removal from District facilities any property owned by the District or use of District owned property and equipment assigned to the Contractor other than in the performance of the food service permitted by the Agreement.

4.13.7 OPERATING NAME

For the purpose of this contract, all SC-TTC food service operations within the scope of this contract shall be performed under the name of "Sierra Joint Community College District – Tahoe-Truckee Campus Food Service" unless approved in writing by the District.

4.14 PERMITS AND LICENSES

The Contractor, at its cost, shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of food service at SC-TTC.

4.15 TRADE FIXTURES, MACHINERY AND EQUIPMENT

SC-TTC agrees that those trade fixtures, machinery, equipment, furniture or other personal property which is owned or leased by Contractor shall not become the property of SC-TTC no matter how affixed and may be removed at any time and from time to time during the entire term of the Agreement. On removal of the Contractor's property, the Premises shall be returned to SC-TTC in its original state as determined by SC-TTC.

4.16 TAXES

The Contractor shall pay any and all applicable taxes, attributable to its activities and operation pursuant to this Agreement. The Contractor shall be responsible for collecting and remitting any sales, use, or excise taxes applicable to its operations and activities hereunder.

4.17 PARKING

The contractor and its employees will be provided with parking permits at no charge.

4.18 SMOKING POLICY

SC-TTC reserves the right to enforce its strict no smoking policy applicable to its facilities.

4.19 ALCOHOLIC BEVERAGES

No alcoholic beverages are allowed on the SC-TTC campus at any time.

SECTION 5.0

GENERAL SPECIFICATIONS

5.1 ACCESS TO PREMISES

The selected Vendor shall have access to the premises at reasonable times, as determined and coordinated by SC-TTC. Normal campus access hours are 7:00 a.m. to 10:00 p.m. Monday through Thursday and 7 a.m. to 5 p.m. Friday.

5.2 PERSONNEL

The Contractor shall maintain adequate staff on duty at all times to ensure a quality food service operation.

5.2.1 STUDENT LABOR

The Contractor is encouraged to effect the maximum utilization of Federal Work Study and CalWorks students. For more information on these college student employment programs please call Financial Aid at (530) 274-5346.

5.3 LEGAL COMPLIANCE

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

5.4 UNLAWFUL BEHAVIOR

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

5.5 THEFT / BURGLARY

The Contractor shall be responsible for immediately reporting to the respective SC-TTC Administrative Staff any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Contractor shall be responsible for reporting to SC-TTC all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the Premises.

5.6 PURCHASING STANDARDS

5.6.1 MINIMUM STANDARDS

Food purchased by the Contractor for use in SC-TTC food service facilities and elsewhere on campus which is not already subject to other minimum contractual standards (such as for local, regional or national brands) shall be equal to or better than those specifications used at comparable type and sized Contractor accounts.

5.6.2 GENERAL PURCHASING STANDARDS

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), Underwriters Laboratory, National Sanitation Foundation (NSF) and other relevant agencies. In the absence of grade labeling, the Contractor shall provide SC-TTC, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

5.7 UTILITIES

5.7.1 COSTS & MAINTENANCE RESPONSIBILITY

SC-TTC shall be responsible, at its cost, for providing electricity, gas, steam, water, sewer service, and air-conditioning, for food service operations.

5.7.2 UTILITIES PROVISION

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

5.8 SANITATION AND SAFETY

5.8.1 SCOPE

During the course of each day of operation, the Contractor shall have the full responsibility to clean/bus/wipe down the service window, prep area and Café' area in rooms 108 and 110. SC-TTC will be responsible for daily sanitation of floors, removal of trash and recyclables, cleaning windows, etc.

SC-TTC actively participates in a recycling program and requires the Contractor to participate in the recycling program to help reduce solid waste removal fees.

5.8.2 HOLIDAY CLOSURES

The preparation area shall be left in a clean and ready-for-inspection condition when the Food Service areas are closed for SC-TTC vacations/holidays and campus closure days.

5.8.3 FOOD HANDLING / SANITATION / SAFETY PRACTICES

The Contractor's employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food. Employees shall wear visible name tag identification at all times while on duty.

5.8.4 EMPLOYEE ILLNESS

The Contractor shall not allow employees to work with known illnesses which are transmitted through the air or via the food products, equipment or other mediums; open sores; or other symptoms. Any contagious disease such as hepatitis must be reported immediately to SC-TTC as well as the District and local Health Department authorities.

5.8.5 GARBAGE

SC-TTC will provide for the removal of trash, garbage, and acceptable recyclables.

5.9 EQUIPMENT - INVENTORY, PROCUREMENT, AND REPAIRS

5.9.1 CAPITAL EQUIPMENT

SC-TTC shall be responsible for providing the existing capital equipment and replacing said equipment that is worn beyond repair and/or obsolete, as well as purchasing additional capital equipment deemed necessary and approved by SC-TTC.

5.9.2 OFFICE EQUIPMENT

The Contractor, at its cost, shall provide any office machines necessary for the management of SC-TTC's food service operation including cash register(s), credit/debit card machines, food scales, calculators and similar items.

SECTION 6.0

FINANCIAL SPECIFICATIONS/TERMS

6.1 PRICE INCREASES

6.1.1 TIMING

After the first year of the Agreement, requests for retail and catering price adjustments for the ensuing year will be considered by SC-TTC no later than April 15th for potential implementation on or about August 1st. Denial by SC-TTC of all or some price increase requests shall not be a breach of this Agreement. No price increases shall be implemented without prior written approval by SC-TTC.

6.1.2 BASIS

Prices shall be competitive with comparable menu items served by local commercial food operators and by other local area educational institutions. Among the grounds for consideration of price increases will be:

- Changes in menu, points-of-service, additions or levels of service provided.
- Increases for similar portions/products in similar food operations in the Tahoe-Truckee market area (a price survey may be required).
- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous twelve-month span.

SC-TTC reserves the right to approve or reject requested price increases. However, with adequate evidence, SC-TTC will not unreasonably deny price increases.

6.2 TAXES

All prices shall include applicable sales tax. Contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. Contractor shall hold harmless and indemnify the District and SC-TTC from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities hereunder.

6.3 SECURITY

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

6.4 CHECKS / CREDIT AND DEBIT CARDS

As a part of the RFP, the Contractor may propose whether they will accept debit and/or credit cards and/or checks. Any expense for hardware, software or equipment required to operate a credit/debit/check system would be bourn solely by the Contractor.

6.5 AUDITING AND ACCOUNTING

6.5.1 NO ADVANCE PAYMENTS

The Contractor will operate on its own credit and provide its own cash banks/reserves, with no advance payments from the District.

6.5.2 RECORDS

All records of this operation must be retained by the Contractor and be accessible to SC-TTC or its representatives for a minimum of three years, made up of two previous years plus the current contract year. The Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices.

SC-TTC shall be informed on demand by the Contractor of the schedule of independent audits of the Contractor's records and operations. SC-TTC shall receive a report of any findings which materially affect SC-TTC.

6.5.3 BUSINESS CYCLE

SC-TTC is on a monthly business cycle with a fiscal year of July 1st through June 30th. The Contractor shall supply financial data according to this cycle with the accounting period defined as a calendar month.

6.5.4 FINANCIAL REPORTS

The Contractor shall supply the Sierra College Business Office a quarterly sales summary report. This will consist of the number of items sold by type and the gross revenues by type and in total.

6.6 REVENUE SHARING

In an effort to provide a viable food service for the students and staff at SC-TTC, the District is willing to forego any revenue sharing for the first year. After the first year of operation, revenue sharing as a percentage of gross sales may be renegotiated based on the profitability of the food service operation.

RFP Bid #09-01 **Mandatory Responses**

Please use this as a check off sheet for required responses:

_____ SC-TTC FOOD SERVICE PROPOSAL

Please provide your plan to provide food service which addresses at least the topics below:

- Proposed menu
- Prices and portions
- Hours of Operation
- Vendor owned equipment to be utilized on site
- Staffing plan
- Creative ideas (Optional)

_____ BID FORM	APPENDIX A
_____ NON COLLUSION AFFIDAVIT	APPENDIX B
_____ CURRENT BUSINESS FINANCIALS	APPENDIX C
_____ EXCEPTIONS TO THE R.F.P.	

Appendix A

BID FORM

Bid #09-01: Sierra Joint Community College District
SC-TTC Food Service Proposal

THIS PAGE MUST BE RETURNED WITH BID

Bids will be received until March 23, 2009, 3:00 p.m. in the Conference Room #102, Sierra Joint Community College District, 11001 College Trail, Truckee, CA 96161.

TO THE HONORABLE GOVERNING BOARD OF THE SIERRA JOINT COMMUNITY COLLEGE DISTRICT:

Ladies and Gentlemen:

The undersigned hereby proposes and agrees to provide food service as described on attached Appendix B-Mandatory Responses, at Sierra College-Tahoe-Truckee Campus located at 11001 College Trail, Truckee, CA 96161, in response to RFP Bid #09-01, f.o.b. Sierra Community College, in strict conformity with the specifications on file at the Business Services Office, Sierra Community College District, 5000 Rocklin Road, Rocklin, CA 95677.

Anticipated Date of Opening/Service: April 20, 2009

The undersigned has checked carefully all figures and understands that the Governing Board of the Sierra Community College District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

COMPANY: _____

PHONE: (____) _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

- Bidder is a: ___ corporation, signed by an authorized officer on behalf of the corporation
 ___ partnership, signed by one of the partners
 ___ Sole proprietorship;
 ___ Power of attorney

Appendix B

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR
AND SUBMITTED WITH PROPOSAL**

Sierra Community College District, RFP Bid #09-01

Request for Proposal

FOOD SERVICE AT SIERRA COLLEGE – TAHOE-TRUCKEE CAMPUS

STATE OF CALIFORNIA)
)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham proposal, or that anyone shall refrain from making a proposal; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent therefore to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date

Signature of Contractor

Appendix C

Current Business Financial Information

Please describe your current business operation

(include the type of business, permits and license(s) held, length of time business has been in operation, business location, number of employees, business hours, workers comp. carrier and liability insurance carrier)

Please provide your Annual Gross Sales for the past 3 years:

2006:

2007:

2008: