

**REQUEST FOR PROPOSAL
FOOD SERVICE
FOR
ILLINOIS VALLEY COMMUNITY COLLEGE
PROPOSAL # RFP2022-P02**

The Board of Trustees of Illinois Valley Community College District No. 513 is seeking a Proposal for Food Service at the main campus located at 815 N. Orlando Smith Road, Oglesby, IL. The food service operations will support a commuter-only student population of approximately 3,500 and approximately 400 College employees. The operations will include the food service area in lower level C building and a small Café in the lobby area of C building. **All proposals are due by 10:00 a.m. on November 4, 2021** and should be sent to:

**Illinois Valley Community College District No. 513
Purchasing Department – Room C-343
815 North Orlando Smith Road
Oglesby, Illinois 61348**

ALL PROPOSALS MUST BE IN A SEALED ENVELOPE AND MARKED “FOOD SERVICES PROPOSAL.” Late proposals will not be considered.

Objective/Description of Services

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

The successful vendor must use the Cyber Café as the primary point for food service until the conclusion of the COVID-19 pandemic or the reopening of the lower level cafeteria. The kitchen facility in the lower level may be used for food preparation at the discretion of the successful vendor.

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

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

Beverage vending machines and beverage service in the food service area are contracted with Pepsi through June 30, 2024. The contract for other vending machines expires June 30, 2022.

Athletic Events/Fundraisers

The College reserves the right to sell items similar to those to be included in the contract in conjunction with athletic and other special events. The sale of such items will be independent of the contract. IVCC student organizations are permitted to sell lunches or hold a bake sale as a fundraiser one day per week, if desired.

Site Visit (optional)

If you are interested in doing a site visit to see the food service area please contact Michelle Carboni at 815.224.0417.

Proposal Submission

Proposals must be made in accordance with the instructions contained herein. RFP's not submitted in this format may not be considered for award. RFP's may be submitted in the following formats ONLY:

Sealed Proposal: Must be submitted on the forms furnished by the College in a sealed envelope to Michelle Carboni, Director of Purchasing, Room C-343, IVCC. Envelope must be plainly marked, with the bidder's name and address and the notation: Proposal: Food Service, RFP2022-P02.

Electronic Proposal: Electronic proposal submissions shall be considered a sealed document if they are received at the purchasing office by the time and date set herein for receipt for proposals. The vendor assumes the risk of premature disclosure due to submission in an unsealed form. Electronic proposals must be emailed to purchasing@ivcc.edu with the subject Proposal No. RFP2022-P02 – Food Service.

GENERAL REQUIREMENTS

Information Required in Proposal

1. Sample of a proposed menu - including portion size with suggested pricing.
2. Sample of catering capabilities and menu – this should be the same catering menu that will be valid and pricing will be for one year.
3. Statement of the organization's operating history.
4. Description of how the food service operations will be staffed.
5. List experience in similar food service operation settings.
6. List five (5) references pertaining to most recent foodservice operations. References shall include the individual's name, title, telephone number and address.
7. Insurance – See Appendix A

Security Deposit

The vendor agrees that at the commencement of the contract they will pay the College a \$1000.00 security deposit.

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

IVCC Certification

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

Addenda

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

Accuracy / Withdrawal of Proposals Prior to Opening

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

Selection Process and Guidelines

The College will have a selection committee whose responsibility it will be to recommend to the Board of Trustees a food service vendor to provide services to the College following the Qualifications – Based Selection (QBS) process. The selection committee will be made up of a variety of stakeholders. The evaluation criteria are noted below:

1. Menu and pricing.
2. Quality of food offered.
3. Vendor's experience in similar setting.
4. Flexibility of hours.
5. Commission (% percentage of sales) or base lease payment offered.
6. References and customer satisfaction.
7. Catering capabilities.

Additional information may be requested while proposals are under consideration.

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

Reservation of Rights by College

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

Equal Opportunity Employment

IVCC is an Equal Opportunity/Affirmative Action Employer, and parties doing business with the College must comply with the employment opportunity clause as required by the Illinois Fair Employment Practices Commission.

Business Enterprise for, Females, and Persons with Disabilities Act Compliance

The College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts. It is the policy of the College to promote the economic development of disadvantaged business enterprises by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services, to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act (“Act”), 30 ILCS 575/0.01 et seq. and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities (“Council”) which serves to implement, monitor and enforce the goals of the Act.

Length of Contract

Any contract resulting from this RFP will be for a term of three (3) academic years after which time the contract can be renewed on a year-to-year basis unless terminated. The contract would commence on a date as soon as possible mutually agreeable by the contractor and the College after Board approval of awarded proposal.

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

Termination of Contract

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

Pricing and Price Changes

Prior to signing a final agreement, the food service vendor will provide the College with a price and item list for the food items proposed for both the food service area and catering. The vendor will be required to post food service prices for the convenience of customers. The College recognizes the possibility that the vendor may have to adjust prices during the term of the contract. Price changes will be allowed once a year and will become effective only after written consent is given by the Vice President for Business Services and Finance.

Prevailing Wage

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

FOOD SERVICE PROVIDER RESPONSIBILITIES

Permits/Licenses/Taxes

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

Advertising

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

Temporary Suspension of Operation

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

Liability

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

Facilities

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

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

The successful vendor shall operate on their credit and shall furnish at their own expense, all food and beverage items served at IVCC. All non-food service items required for the food service operation shall be the responsibility of the vendor unless specifically directed items requested by the College that are in addition to the normal required food service requirements.

All incoming shipments of food items and supplies shall be to the vendor's account in care of the College. Under no circumstances, shall shipments be invoiced to the College.

Food Service Personnel

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

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

Sanitation and Safety

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

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

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

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

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

The successful food service vendor will include action plans to correct conditions causing the violations. If possible, the Facilities Director should be present at all inspections.

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

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

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

Visiting of Food Service Facilities

Illinois Valley Community College reserves the right to visit the food service vendor's food preparation facilities before and any time after award of contract.

Food Service Hours of Operation

The suggested hours of operation will be:

7:30 a.m. to 2:00 p.m. - Monday through Friday

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

Non-Expendable Equipment

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

Ownership of equipment described in this section shall be vested in the College. College owned equipment should not be removed from the premises for any purpose, other than for repair, except by the College or with the prior approval of the College. Repairs to all equipment owned by or furnished by the College shall be the responsibility of the College except in cases of damage caused by neglect by the vendor and/or its employees.

Records, Books, Audits

The successful vendor shall keep accurate and complete records of all revenues and expenses in connection with the operation of the food facility. The successful vendor will keep records for the current fiscal year and eventually the three (3) previous years.

Payment

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

Utilities and Waste Management

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

IVCC PROPOSAL FORM – FOOD SERVICE

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

(Legal business name)

Full address

Telephone No.

Fax No.

E-mail address

Authorized signature and title

Date

BASE OFFER:

Contribution Detail:

Percentage of net sales _____ %
OR
Base monthly lease payment \$ _____

Information to be Included:

1. Sample of a proposed menu with item portion size and suggested pricing.
2. Sample of catering capabilities and menu items with suggested pricing.
3. Statement of the organization's operating history.
4. Description of how the foodservice operations will be staffed.
5. List experience in similar food service operation settings.
6. References (5)
7. Certificate of Insurance
8. IVCC Certification Form
9. Addenda, if any

INSURANCE REQUIREMENTS

Insurance, Indemnification and Hold Harmless

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

Worker's Compensation

A limit of not less than minimum statutory limits for the State of Illinois.

Employers Liability

\$500,000 per accident

\$500,000 disease policy limit

\$500,000 disease each employee

Commercial General Liability

\$1,000,000 per occurrence - bodily injury and property damage

\$2,000,000 general aggregate

Business Auto Liability

Including all owned, non-owned and hired vehicles

\$1,000,000 each accident - bodily injury and property damage

Umbrella Excess Liability

\$5,000,000 each occurrence

\$5,000,000 general aggregate

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

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

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

ILLINOIS VALLEY COMMUNITY COLLEGE

CERTIFICATION OF CONTRACT/BIDDER

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

NAME OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM MUST BE RETURNED WITH YOUR BID TO:

Illinois Valley Community College
Director of Purchasing
815 North Orlando Smith Road
Oglesby, Illinois 61348

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.