

Request for Proposals #19-13

On-Site Cafeteria and Catering Services



**RELEASED:
APRIL 9, 2019**

**RFP RESPONSES DUE BY:
MAY 1, 2019 at 2PM**

DELIVER TO:
Cape Cod Community College
Attn: Procurement Department, RM 115
2240 Iyannough Rd.
West Barnstable, MA 02668

General Information and RFP Requirements

Cape Cod Community College (“CCCC” or the “College”), an agency of the Commonwealth of Massachusetts, is soliciting proposals for cafeteria and catering services.

Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all price proposals or figures in U.S. currency. All times listed in this RFP are Eastern Standard Time. All responses must be submitted in accordance with the specific terms of this RFP. No electronic responses may be submitted in response to this RFP.

Three (3) copies of Non-Price Proposal and one (1) copy of sealed price proposal (Attachment I) must be submitted on the forms supplied by the College for receipt NO LATER THAN MAY 1, 2019 at 2 P.M., at which time the Chief Procurement Officer (or his/her designee) will open the non-price proposals in the presence of one or more witnesses. Price and non-price proposals must be submitted in separate envelopes. Mail or deliver proposals, SEALED AND NOTING “RFP# 19-13 On-Site Cafeteria and Catering Services” to Cape Cod Community College ATTN: Procurement Department, RM115 at 2240 Iyannough Road, West Barnstable, MA 02668. No fax or email responses will be accepted.

Prices quoted must be available for acceptance for at least ninety (90) days after the proposal opening date unless otherwise noted in your proposal.

Proposers are prohibited from communicating directly with any employee of the College except as specified in this RFP and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Proposers may email the contact person at procurement@capecod.edu, for this RFP in the event this RFP is incomplete or the proposer is having trouble obtaining any required attachments electronically through COMMBUYS.

Should the proposer find discrepancies in or omissions from the specifications, or shall be in doubt as to their meaning, he/she shall at once notify the College procurement email listed above. The College will not be responsible for any oral instructions. In turn, if the College desires, it will post responses on COMMBUYS.

The College reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and the College. The College will award the proposer with the most advantageous proposal, after a comparison of the technical merits and the price of each proposal from a responsive and responsible proposer.

Schedule of RFP Events	
Action	Due Date / Time (EST):
CCCC Issues RFP	April 9, 2019 by 5pm
Tour of Facilities	April 18, 2019 at 2pm
Proposer Questions Due	April 22, 2019 at 2pm
CCCC will Respond to Questions	April 24, 2019 by 4pm
RFP Responses Due	May 1, 2019 at 2pm
Notification of Award on or Before	May 15, 2019
Fully Executed Agreement on or before	May 28, 2019

Unforeseen Office Closure

If, at the time of the scheduled proposal deadline, the College is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal deadline will be postponed until 2:00 pm on the next normal business day. Proposals will be accepted until that date and time.

Site Visit

A site visit will be held on April 18, 2018 at 2:00 p.m. prevailing time. Proposers should meet at the Grossman Commons Cafeteria outside of room CG11 at Cape Cod Community College, located at 2240 Iyannough Road, West Barnstable, MA 02668 (Parking Lot 9). Proposers will have an opportunity to view the site during the visit.

Presentation/ Demonstration

During review of all proposals, the Evaluation Committee may wish to interview the responsive and responsible proposers.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded vendor or any other candidate asked to be interviewed. The College reserves the right to change the interview period or to extend the dates during which interviews may be undertaken. You should be prepared to meet in the days indicated in the schedule above.

About Cape Cod Community College

Cape Cod Community College, founded in 1961, delivers educational programs and services to meet the diverse needs of the residents of Cape Cod, the Canal Region, the islands of Martha's Vineyard and Nantucket, and the Greater Plymouth Area. CCCC is the only comprehensive college on Cape Cod and offers Associate of Arts, Associate of Science, Associate of Applied Science degrees and academic certificate programs in a wide variety of areas. Classes are offered at the main campus, the Hyannis Center, Plymouth Airport and at the Bridgewater State University Campus.

In addition to providing access to high quality higher education, the College plays a critical role in community-building and cultural events for our service area. In the last year, our [Tilden Arts Center](#) hosted over 300 events for the community free of charge or at discounted prices.

The [Higgins Art Gallery](#) mounts public fine-art exhibits each year. The [Academy for Lifelong Learning](#) has provided educational and social opportunities for thousands of senior citizens since 1987. The College is home to the Lyndon P. Lorusso Applied Technology building, a state-of-the-art teaching and learning facility. Representing the College's commitment to environmental sustainability, it was the state's first LEED (Leadership in Energy and Environmental Design) certified "[green-building](#)" ever built with state dollars.

CCCC is one of 15 public community colleges in Massachusetts operating under the jurisdiction of the Department of Higher Education (DHE). The College is governed by an eleven-member [board of trustees](#) appointed by the Governor. Appointments are for five-year terms, renewable for one additional term. Trustees are not compensated and do not have any financial or business interest in the College.

FOOD SERVICE PROPOSAL SPECIFICATIONS

Background Statement

Cape Cod Community College seeks proposals from food service vendors to provide cafeteria and catering services for a three (3) year period from July 1, 2019 to June 30, 2022, with renewal options of up to three (3) additional years.

Cape Cod Community College is a two-year public community college with an approximate enrollment of 2,979 students attending day classes during the academic year. In addition, approximately 1,500 students attend evening and Saturday classes during the academic year. Approximately 1,250 students are enrolled during the summer. Saturday enrollment currently averages about 177 students with expectation that this number will grow. It is expected that the enrollment will remain stable. There are no residence halls on campus. The College employs 216 full-time faculty and staff. In addition, there are approximately 282 part-time faculty and staff.

The College seeks a food service vendor with effective management practices who will provide excellent service and quality food at reasonable prices.

Catering requests range from coffee service to full course meals. The College reserves the right to use its Hotel Restaurant Management/Culinary Arts Program or an outside vendor to provide catering services on occasion. **The vendor will not have exclusivity to College catering events.**

Throughout the year the College holds many catering events on campus including a Fall Feast for all students, faculty and staff, opening day events, student club lunches, to name a few. The amount spent by the College for catering services over the last four fiscal years is as follows:

2016	2017	2018	2019 YTD
\$77,267	\$99,170	\$114,588	\$66,842

Catering services are also requested from numerous outside agencies who are utilizing space on our campus for specific events.

EVALUATION OF PROPOSALS

Factors which will weigh heavily in the evaluation process are listed below:

- A. A proven management philosophy that produces sustained excellent service and quality food.
- B. Credentials, reputation, financial stability, and appropriate food service experience of the vendor.
- C. The quality of the proposed operation in terms of staffing, hours of operation, range of selections offered, and the price and portions of the food and beverage items.
- D. The proven catering capability of the Proposer.
- E. Willingness and ability to work cooperatively with the College's academic Hotel Restaurant Management / Culinary Arts Program (director and students) as well as with other programs on campus (e.g. Project Forward).

INFORMATION TO BE SUBMITTED WITH PROPOSALS

- A. Name, address, and relevant information of vendor. A history of the company and a statement of corporate and staff expertise.
- B. A listing of accounts operated by the vendor, including contact persons, the number of years at each location, sales volume and reference information.
- C. Certified financial statements from the most current fiscal year and the immediate past year.
- D. A description of the proposed staffing plan for the cafeteria and catering services, indicating lines of authority and supervision of staff, including the number of full-time and part-time employees. Also included should be daily office hours of on-site management.
- E. Proposers must complete the Food Service Proposed Pricing Form (**Attachment A**). Prices quoted will be incorporated into the food service contract with appropriate adjustments for serving size, etc., if necessary.

- F. A thirty-day sample cafeteria menu that includes quantities, quality of food and prices. Also, a sample catering menu is to be submitted.
- G. Policies and procedures for cash receipts and food/beverage inventory.
- H. A signed Certificate of a Drug-Free Workplace (**Attachment B**) and a signed Statement of Tax Compliance (**Attachment C**).
- I. A summary of how your company will accommodate any joint use of the facilities by the Hotel Restaurant Management/Culinary Arts Program.
- J. A statement describing the implementation of a program to insure "systematic feedback" and "continuous quality improvement."
- K. Reference form listing three (3) customers with an established business relationship (**Attachment D**).
- L. Certification of Non Collusion (**Attachment F**).
- M. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (**Attachment G**).
- N. A statement indicating the percentage of gross sales, less taxes, from the cafeteria and catering services that the vendor will pay the College (**Attachment I**) – *to be submitted in a separate sealed envelope.*

Specific Conditions

- A. The College requires that full food service be provided in the cafeteria of the Grossman Commons Building beginning July 1, 2019, and shall continue for a period of three (3) years unless terminated as herein provided.
- B. The heavy concentration of cafeteria use will be during the College academic year during the day (see **Attachment H – 2019- 2020 Academic Calendars**). However, food service must be provided throughout the year in order to accommodate the needs of staff, special events and activities, and catered events.
- C. Classes generally begin between 7:00 - 8:00 a.m. in the morning and continue throughout the day and evening until 9:30 p.m. The heaviest concentration of classes is between 8:00 a.m. and 2 p.m. and in the evening. Saturday morning classes have also been steadily increasing, and that trend is anticipated to continue. Requested cafeteria hours of operation are Monday through Thursday from 7:00 a.m. to 6:00 p.m. and on Fridays from 7:00 a.m. to 2:00 p.m. unless otherwise mutually agreed to by the College and the provider. Special events, activities and catered events may occur outside of these times.

- D. Cigarette sales will not be permitted on campus.

Proposer's Qualifications

Proposals will be accepted only from those companies with the following qualifications:

- A. Preferred 5 (five) year-experience in the management of food service operations.
- B. Demonstrated experience to satisfactorily provide the proposed services.
- C. A complete training program for on-site managers/staff to include NIFI sanitation certification.
- D. Manager of said food service operation be certified in food service sanitation by the National Institute for the Foodservice Industry.
- E. The vendor must not be in default to the Commonwealth of Massachusetts or its agencies.

Conditions of the RFP

- A. **ADDENDA:** Any addenda issued during the time of RFP process shall be part of this Proposal quotation procedure. Vendors are solely responsible for obtaining and completing the required attachments that are identified in this RFP and for checking COMMBUYS for any addenda or modifications that are subsequently made. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to proposers who fail to check for amended RFPs and submit inadequate or incorrect responses. Vendors are advised to check the COMMBUYS posting after the responses to questions have been posted to ensure that they have the most recent information.
- B. **CATERING:** Catering services shall be available on a twelve-month basis. A printed and online catering menu, including prices, will be available the first day of operation. The menu and pricing must be approved by the College administration **prior** to the contract start date. The vendor must state its policy with regard to amount of advance notice, guarantees, cancellation, and refunds for unused food/supplies. **The vendor will not have exclusivity to College catering events.** On the occurrence of a catering event for which the vendor has been selected and for which china place settings and service ware have been requested, the vendor shall provide these. If china place settings have not been requested, the vendor shall provide its own 100% biodegradable place settings and service ware and collection bags. If any of these products contain polymeric materials or coatings, said products/materials/coatings must meet ASTM standard D-6400-99 for biodegradability. Catering services will communicate to event requestor and Facilities Operations personnel, in a timely fashion, event set up requirements via submission using School Dude, to ensure proper execution of each event.

C. **MAINTENANCE OF AREA:** The vendor is responsible for and agrees to:

- Keep the premises in the same order and repair as they were in at the commencement of this agreement (reasonable wear and tear excepted).
- Keep all fixtures and equipment including without limitation, all heating, plumbing, electrical, and mechanical fixtures and equipment in the same operating condition they were in at the commencement of this agreement.
- The vendor shall be responsible for payment of one-half of normal repairs to all College equipment and wares. One-half payment will be made by the College due to the fact that students and faculty in the Hotel Restaurant Management/Culinary Arts Program will also utilize the equipment.
- Keep the kitchen, storage rooms, loading dock and garbage bin area neat, clean, and orderly, which shall include compliance with all federal, state, county and municipal laws, ordinances, and regulations concerning the use of said premises. Comply with 310 CMR 19.017 for recycling of all recyclable materials and work with the College to meet all waste ban regulations up to and including composting of food scraps and other organic discards suitable for composting.
- Work with the College to implement new practices which reduce the generation of waste and maximize resource recovery for recycling and composting.
- Provide and use biodegradable food service ware, including plates, cups, bowls, cutlery, straws, and collection bags, etc. If any of these products contain polymeric materials or coatings, said products/materials/coatings must meet ASTM Standard D-6400-99 for biodegradability.
- Maintain the grease separators as specified by the manufacturer.
- Pest control.
- At the beginning of each calendar quarter a sanitation and safety checklist (according to NIFI standards) will be submitted to the Vice President, Finance and Operations by the vendor. The Vice President, Finance and Operations or her/his designee has the right to accompany the vendor on all inspections.

All work outlined above performed in the cafeteria and kitchen shall be Coordinated through the Director of Facility Operations and the cost shall be reimbursed by the vendor.

Any and all maintenance required activities to ensure no health code violations occur must be reported through the College Facilities electronic Work Order System (School Dude).

The College will keep the dining area clean, neat, and orderly with table cleaning, sweeping and emptying of trash throughout the day, and sweeping and mopping of the floor daily.

- D. **INVENTORY:** At the commencement of the agreement term, the college and the vendor shall take inventory of all spaces, equipment, fixtures, furnishings, decorations, and supplies and sign a written, mutually agreeable statement of inventory.

The vendor shall comply with all orders and regulations promulgated by Cape Cod Community College. The Hotel Restaurant Management/Culinary Arts Program maintains its own inventory of dining room service wares.

The Hotel Restaurant Management/Culinary Arts Program (HRMP/CA) maintains its own laboratory (Room CG11) equipment, utensils and service wares. All portable items are kept in locked storerooms. Limited use of these assets is allowed by the vendor with permission of an HRMP/CA faculty member. Students in the Program may make use of the main kitchen and equipment including but not limited to ovens, dishwashers, serving line, small wares, utensils and pots and pans, freezer and walk-in in the main kitchen, for scheduled laboratory exercises and special events. It is further agreed that the vendor shall fully cooperate with staff and faculty in all aspects of the College's educational programs. Full cooperation with the Hotel Restaurant Management/Culinary Arts Program is required by sharing of facilities, equipment and staff expertise.

- E. **REGULATIONS:** The vendor shall keep her/himself fully informed of all existing and future state and federal laws and municipal ordinances and regulations, all of which provisions are hereby incorporated by reference and made a part hereof.

The following regulations (federal and state) will be considered an integral part of the RFP specifications:

- **General Laws:** Chapter 71, Section 558 (Tuberculosis test)
- **Non-discrimination in employment and Affirmative Action:** Cape Cod Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 and other applicable statutes and College policies. Cape Cod Community College prohibits sexual harassment, including sexual violence. Inquiries or complaints regarding the Americans with Disabilities Act, the Rehabilitation Act and related statutes and regulations shall be directed to the College's Affirmative Action Officer, at the number and address below. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the College's Affirmative Action Officer and Title IX Coordinator, Associate Vice President, Human Resources, P. Paul Alexander, located in the Nickerson Administration Building, (508)362-2131 x4307, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.

- F. **PERMITS:** The vendor will procure and maintain at their expense, all permits, licenses, or other authorities necessary for the lawful performance of this contract. This is to include the alcohol policy of the college and the attainment of proper alcohol license from the Town of Barnstable for all events at which alcohol will be served.
- G. **SECURITY:** The College shall provide its routine security. If the vendor requires additional security, it shall be provided by, or coordinated through, the college's Chief of College Police, for which the vendor agrees to pay prevailing hourly charges. No other security staff may be employed by the vendor. The vendor shall follow the College's policies in dealing with improper conduct, and shall report all incidents to the College's Chief of College Police.
- H. **PARKING:** The vendor will comply with College parking rules.
- I. **CONDITIONS OF OPERATION:** The vendor shall, for the period of this contract, have the sole and exclusive right to operate the campus cafeteria, which shall be the official campus cafeteria, serving the needs of the College's students, faculty and staff. However, this shall not exclude the right of College-recognized student organizations to conduct food-related fund raising activities or the right of a Student Club to conduct its snack and beverage operation. Vending services are provided through a separate contract. The vendor shall be granted access to the College's catering request calendar which includes internal and external upcoming events with potential opportunities for catering.
- J. **HOLD HARMLESS:** The vendor shall defend, protect, and hold harmless the Commonwealth of Massachusetts, the Board of Higher Education, the College, its Board of Trustees, and their employees and agents from and against all claims, suits, and actions arising from any act or omission of the vendor, or any of its employees, agents, or authorized subvendors, in the performance of its obligation under this agreement.
- K. **INSURANCE:** The vendor agrees to provide and maintain during the term of this agreement at least one million dollars (\$1,000,000) **comprehensive liability** insurance; **worker's compensation** insurance at the statutory limits; **auto liability** insurance with coverage for owned, non-owned, and hired vehicles, if the vehicles are used in the course of vendor's business and/or operations. These coverages and limits are to be considered minimum requirements under this agreement and shall in no way limit the liability or obligations of the vendor under this agreement. This insurance shall provide for notification to the College thirty (30) Days prior to termination or restrictive amendment. The vendor shall furnish Certificates of Insurance in evidence of the required coverages within fifteen (15) days after signing of the agreement by the parties.
- L. **MANAGEMENT:** The vendor shall have absolute and exclusive management authority in all respects of the business of the College cafeteria. However, the selling price of food

shall be consistent with that of other College and university cafeterias in the state system. The vendor's pricing policy shall be subject to review and prior approval by the College.

M. COMMISSIONS PAYABLE TO THE COLLEGE:

1. Commissions shall be calculated and paid monthly. Each commission check shall be remitted no later than the fifteenth (15th) day of the following month. Commission checks shall be made payable to Cape Cod Community College and forwarded to the Vice President, Finance and Operations. Said commission check shall be substantiated by a detailed statement showing the gross sales, minus taxes, derived from the manual food operation and catering services. Revenues reported shall be broken out into cafeteria sales, internal catering sales and external catering sales. Along with this, the vendor shall provide a report listing all external catering activities (including date, event, client and amount) conducted at the College.
2. The vendor agrees that all accounts and records pertaining or related to its operation under the terms of the agreement shall be open to inspection during ordinary business hours by the Vice President, Finance and Operations and/or her/his duly authorized representative.
3. The vendor, at its own expense, shall annually, at the time of its annual audit, arrange that an independent certified public accountant submit to the Vice President, Finance and Operations a report of its findings concerning the vendor's records and accounts pertaining or related to its operation under the terms of this agreement.
4. The vendor shall maintain proper accounts and records pertaining or related to its operation under the terms of this contract. Records shall include cash register tapes of daily transactions.
5. The vendor agrees to comply with Chapter 425 of the Acts of 1972 under which the State Auditor has the right to audit accounts of cafeterias doing business on the property of a community college, state college or university.

N. MISCELLANEOUS REQUIREMENTS:

1. The vendor will be responsible for keeping the area used for food preparation clean at all times.
2. The vendor shall coordinate the repair and/or replacement of all College owned food service equipment with the Director of Facilities Management.
3. The College retains the exclusive right to select and approve the vendor for the maintenance and servicing of equipment.

4. At the beginning of each quarter the vendor will submit to the Director of Facilities Operations completed copies of sanitation and safety checklists designed by the National Institute for the Foodservice Industry. The Director of Facilities Operations or her/his designee has the right to accompany the vendor on all inspections.
5. The vendor will bear all costs associated with pest control.
6. The College will be responsible for the cost of waste disposal services including waste disposal units.
7. All food, vended or otherwise, must be coded, labeled and prepared in compliance with all town, state and federal health, sanitary and safety regulations.
8. Service attendants must be uniformed so as to insure immediate recognition by the students and staff.
9. The vendor shall make no alteration nor erect any signs on the premises without authority from the Director of Facilities Operations. The vendor may work with the College Communications Director to promote hours, events and offerings.
10. The vendor shall not represent himself, nor permit him to be represented, as an agent of Cape Cod Community College. The use of the College's name on letterhead, billheads, signs or in any other manner by the vendor is not permitted.
11. The vendor shall not sublet any of the premises assigned to him for conducting his business without the written permission of the College. Off premise catering for College-related activities shall be done by vendor only by permission of the College and with a commission on gross sales minus taxes to be paid to College.
12. The vendor shall assume complete and sole liability for all taxes which may become applicable to the transactions of the food service.
13. The College shall have the right at all times to inspect the services and premises and to sample foodstuff to determine the quality of the products and services and that the premises are maintained in a clean and sanitary condition to the satisfaction of the College. Further, that all applicable health and sanitation laws, rules and regulations of the federal government, the Commonwealth of Massachusetts and the Town of Barnstable, Massachusetts, have been met.
14. Should the vendor default in any of its undertakings under this agreement, it is expressly understood and agreed that the College may, at its option, terminate the agreement effective thirty (30) Days after written notice has been sent by registered mail - return receipt - to the last known address of the vendor. This agreement may be terminated at any time without prior notice by the College if

the vendor should become bankrupt or otherwise financially insolvent or should there be an assignment of assets for the benefit of creditors or if any action be taken by creditors which diminish the College's rights, such as commission due on gross sales, etc.

15. Neither the College nor the vendor shall be held liable for failure to perform if such failure is caused by fire, strike, or other causes beyond the control of either. In the event of a total destruction of the building or the part occupied by the vendor is so damaged that the premises are untenable then either party upon ten (10) days written notice to the other, may terminate the agreement.
16. The College agrees to provide the space, or suitable substitute space as determined by the College, that is currently being used by the present campus cafeteria.
17. College-owned fixtures presently installed in the cafeteria site shall be available for use by the vendor. All other special furnishings and/or equipment shall be furnished, installed, and maintained at the vendor's expense.
18. At the termination of the agreement or cancellation thereof, the vendor shall give up and deliver to the College the premises promptly and in as good condition as the same are at the time of commencement of the term thereof. The vendor shall remove all its detachable equipment unless otherwise agreed upon by the College, subject to any lien which the College may have to secure any unpaid charges due under this agreement.
19. In consideration for the privilege of operating the College cafeteria, the vendor agrees to pay the College a commission based on gross sales. Gross sales are defined as total receipts. All taxes applicable to a sale shall not constitute a part of gross sales for the purpose of calculations of the percentage payment herein provided.
20. The vendor shall provide all necessary plates, cups, glasses, flatware, serving utensils, platters, pitchers and every other item needed to provide daily operations and special catering services.
21. The vendor shall take under advisement any recommendations by the College regarding dismissal of any of the vendor's employees whom the College finds undesirable. In this matter, the College's recommendation shall be final and binding unless there are mitigating circumstances which will be made known to the College.
22. The vendor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault, negligence, or non-performance of duty on the part of himself or his employees in connection with the performance of the work herein specified. Repair or replacement of any such

damage shall be commenced by the vendor within two (2) days of notification of such damage, and shall be completed expeditiously to the satisfaction of the Vice President, Finance and Operations.

23. The vendor shall be responsible for payment of one-half of normal repairs to all College equipment and wares. One-half payment will be made by the College due to the fact that students and faculty in the Hotel Restaurant Management/Culinary Arts Program will also utilize the equipment.
24. The College will have complete access at all times to all of the facilities used by the vendor.
25. The students and instructors of the Hotel Restaurant Management/Culinary Arts Program will make use of the kitchen and cafeteria facilities as part of their Associate Degree Program. The kitchen and cafeteria will also be used from time to time to provide a laboratory for special programs and events.
26. The vendor and the College will agree on menu items and their retail price, which thereafter will not be changed without the written approval of the College. No price increases will be approved during the first year of the contract. Any requests by the vendor for price changes during the term of this contract shall be submitted in writing to the Vice President, Finance and Operations and shall not be put into effect until approved by the College. The College will consider price changes for individual items when there is adequate justification. Quality of food shall not be affected if a price increase is denied. The vendor shall offer monthly holiday, theme, and ethnic menus in the cafeteria.
27. The vendor shall have access to the College's email to promote their dining menu.
28. The vendor shall have limited use of the College's LCD panels to promote menu items / specials.
29. Office supplies, mail, postage and all related office materials shall be the responsibility of the vendor.
30. The loading dock located at the Cafeteria is for the use of deliveries only.
31. The vendor shall provide at all times, adequate and expert managerial and administrative supervision for its employees. The vendor shall employ a manager who shall be assigned to the College account on a full-time basis, year-round. The College reserves the right to approve the qualifications of, and to interview, all personnel selected by the vendor for managerial or supervisory positions. The vendor agrees at all times to maintain an adequate staff of experienced and qualified employees. For efficient service to the College community, the vendor agrees to adequately staff all operations so that customers are served promptly.

All on-site personnel working for the vendor are expected to work collaboratively with College personnel and students.

32. The vendor's management will meet regularly with the Vice President, Finance and Operations or her/his designee to review services, discuss new initiatives, and resolve concerns. The vendor will conduct customer satisfaction surveys at least once per academic year to obtain feedback on cafeteria and catering services. Survey instruments will be developed in conjunction with the College. The vendor will submit a written report within one month following the evaluation describing the survey findings and indicating any changes needed in the food service based upon the evaluations. The College reserves the right to conduct an independent survey.
33. The vendor to whom the contract is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver it to the Vice President, Finance and Operations, Cape Cod Community College, the signed contract, copies of required insurance coverage, and if a corporation, a notarized vote of the corporation authorizing the signatory to sign the contract on behalf of the Proposer. The contract shall not be binding upon Cape Cod Community College until it has been completely executed and a copy of such fully executed contract or a "notice to proceed" is delivered to the vendor.
34. The contract document shall be signed by an authorized representative for the vendor and by the President or Vice President, Finance and Operations of Cape Cod Community College.
35. The period of this contract shall be for three (3) years commencing on July 1, 2019 and expiring on June 30, 2022, unless terminated as hereinafter provided for.

Business References

References are to be submitted using Attachment D. Three separate business references are required from customers with whom there is a standing business relationship of two years or greater in duration. Values are averaged from those three references supplied to the Procurement Department by the RFP due date. Answer values are from zero to ten; ten (10) is the highest value and zero (0) is the lowest value. Any reference that is not received by the close date of the solicitation will be assigned with 0 value during the evaluation.

Evaluation of Proposals

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College reserves the right to accept, reject, or review any proposal at its sole discretion. The College's decisions will be final. The evaluation team will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

The College shall apply the criteria outlined in Attachment E in its evaluation of the proposals. The purpose of the information requested Attachment E is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.

Rule for Award

The College shall award this contract to the responsive and responsible proposer that provides greatest overall value and meets the quality requirements set herein. The College reserves the right to reject any proposals deemed incomplete, or those deemed incapable of handling the needs of the College. The prospective proposer must be able to handle all contract requirements and assure the performance of all contractual obligations. The College reserves the right to make an award without further discussion of the submittal with the agencies submitting proposals. Therefore, the RFP should be submitted initially on the most favorable terms that the responding firm can propose. The College reserves the right, at its sole discretion, to request respondent clarification of an RFP response or to conduct clarification discussions with any or all respondents. Any award to be made pursuant to this RFP will be based upon the proposal with the appropriate consideration given to technical and cost requirements. Evaluations of offers will be based upon the vendor's responsiveness to the RFP and the total price presented for the items covered by the RFP. The Board of Trustees shall make the final award.

The awarded vendor must sign and return the contract vendor forms pursuant to this RFP no later than May 28, 2019. If the respondent fails to provide the signed Agreement by the deadline, CCCC may determine that the respondent is non-responsive to the terms of this RFP and reject the quote submission. If the College determines that the awarded vendor is non-responsive and rejects the quote, the remaining responsive quotes will be reviewed to determine the new awarded vendor.

Additional Terms and Conditions

Commonwealth Terms and Conditions: The College is not obligated and should not complete, sign or execute any vendor's contract or other terms and conditions. It must be clearly understood that the Commonwealth Terms and Conditions supersede any vendor or vendor contract, invoice or other terms and conditions. If, by chance, any said vendor or vendor contracts, invoices or other terms and conditions are signed, it is immediately considered void.

Reasonable Accommodation: Proposers with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A proposer requesting accommodation must submit a written statement that describes the proposer's disability and the requested accommodation to the contact person for the RFP. The College reserves the right to reject unreasonable requests.

Public Records: All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation: The College may select the response(s) that demonstrates the best value overall. The College and a selected vendor, may negotiate a change in any element of contract performance or cost identified in the original RFP or the selected proposer's or vendor's response that results in lower costs or a more cost effective or better value than was presented in the proposer's or vendor's original response.

Costs: Costs that are not specifically identified in the proposer's response, and accepted by a College as part of a contract, will not be compensated under any contract awarded pursuant to this RFP. The Commonwealth will not be responsible for any costs or expenses incurred by proposers responding to this RFP.

CommBuys: This RFP has been distributed electronically using the CommBuys system. Proposers are solely responsible for obtaining and completing the required attachments that are identified in this RFP and for checking COMMBUYS for any addenda or modifications that are subsequently made to this ID or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to proposers who fail to check for amended RFPs and submit inadequate or incorrect responses. Proposers are advised to check the COMMBUYS posting after the responses to questions have been posted to ensure that they have the most recent information. Proposers may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, specifications, terms and conditions, or that change the intent of this RFP are prohibited and may disqualify a response.

Indemnification: Unless otherwise exempted by law, the vendor shall indemnify and hold harmless the State, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the vendor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the vendor, its agents, officers, employees or subvendors. The vendor shall at no time be considered an agency or representative of the Department or the State. After prompt notification of a claim by the State, the vendor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the vendor arising under this paragraph. Any indemnification of the vendor shall be subject to appropriate and applicable law.

Non-Discrimination in Employment: The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The vendor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

Contract Expansion: If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFP or to execute contracts with vendors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Emergency Standby Commodities and/or Services: Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its vendors. Vendors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a vendor during an actual emergency.

To accommodate such requests, vendors may be requested and must make every effort to service these requests to the best of their ability from regular sources of supply at the rates set forth in any standard contract resulting from this RFP.

Return Policy: The proposer must include their written return policy with their responses. If no return policy is specified and therefore accepted as part of this contract, then their contract will assume that the department can return items to the vendor for up to one year for a full refund. In addition, there will be no charge for returns, e.g., freight, restocking, etc.

Payment: Invoices should be sent to the Accounts Payable Department after the delivery or service performance. Invoices should be mailed to Accounts Payable at 2240 Iyannough Road, West Barnstable, MA 02668. Invoices shall be date stamped when received by the AP department. It is highly encouraged that the vendors attach the work order or delivery slip that is signed by the receiving department.

Non-collusion: Respondents certify that submitted cost proposals are arrived at independently and without consultation, communication, or agreement with any other vendor, vendor, or potential vendor. Respondents further certify that cost proposals are made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. Respondents agree that no member of the firm's ownership, management or staff has a vested interest in any aspect or department of Cape Cod Community College Community College. Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers, and respondents understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment of the true facts relating to submission of cost proposals under this IFB.

Debarment: Respondents certify, to the best of their knowledge and belief, that the firm and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (Federal, State or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. above; and
- c) have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Quote/Response Rejection: The College reserves the right to reject any or all RFP responses, in whole or in part and for any reason deemed necessary.

Contract Specifications: The Awarded vendor shall execute the [Commonwealth of MA Standard Contract Form](#), [W-9 Taxpayers ID form](#), and [Commonwealth Terms & Conditions](#) upon notification of award from the College. Payment for services will occur after deliverables are received based on a detailed invoice of expenses.

Contract Termination: The College reserves the right to amend or terminate the contract in part or in whole, or with any number of vendors, with or without cause, at any time, without prior notice and upon any time felt necessary by the department.

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services

1. The Vice President of Finance and Operations will reserve final judgement as to food selection. Further, no prices may be changed on any food or beverage item without prior written approval from the Vice President of Finance and Operations.

2. During the academic year, the following minimum foods will be provided by the vendor:
 - a. A minimum of two (2) hot meals daily (breakfast and lunch are mandatory)
 - b. A full breakfast menu
 - c. A minimum of two (2) hot entrees daily
 - d. A minimum of four (4) different sandwiches daily
 - e. A selection of pies, salads, yogurt, desserts, fresh fruit and other pastry
 - f. A daily menu of hot dogs, hamburgers, cheeseburgers and two (2) other special hot sandwiches daily.

3. The following must be completed by the vendor for review purposes. Please provide detail on the items requested. If unable to provide please leave blank. Additional items can be added, as necessary (see “Additional Options”):

Breakfast (Day Starters)	Vendor Description of Items Included	Price
Budget Breakfast		
Classic Continental		
Healthy Choice		
Farmer’s Breakfast		
Breakfast on the Run		
Quiche		
Oatmeal Station		
Other		
Breakfast (A La Carte)	Vendor Description of Items Included	Price
Fruit Salad		
Seasonal Whole Fruit		
Yogurt Parfait		
Greek Yogurt		

Bakers Board		
Breakfast Sandwiches		
Other		
Sandwiches	Vendor Description of Items Included	Price
Classic Lunch		
Boxed Lunch		
Executive Sandwich Luncheon		
“Build Your Own”		
Hot Sandwich / Panini		
Other		
Pizza & Pasta	Vendor Description of Items Included	Price
Cheese Pizza		
Specialty Pizza		
Pan Pizza		
Pizza Luncheon		
Calzone		
Pasta Specialties 1		
Pasta Specialties 2		
Lasagna		
Other		
Hot Entrees	Vendor Description of Items Included	Price
Item 1		
Item 2		
Item 3		
Item 4		
Item 5		
Item 6		
Item 7		
Gourmet Salad Platters	Vendor Description of Items Included	Price
Tossed Garden Salad		
Cobb Salad		
Classic Caesar Salad		
Southwestern Caesar		
Pasta Salad 1		
Pasta Salad 2		
Chicken Salad		
Seafood Salad		
Fruit Salad		

Potato Salad		
Other		
Themed Buffets	Vendor Description of Items Included	Price
Taco Bar		
BBQ Buffet		
Potato Bar		
Italian Buffet		
Mexican Buffet		
Other		
Snacks	Vendor Description of Items Included	Price
Granola Bars		
House Made Chips		
Movie Break		
Pop Corn		
Hummus and Pita Chips		
Salsa and Tortilla Chips		
Assorted Chips		
Fruit and Cheese Platter		
Other		
Sweets and Desserts	Vendor Description of Items Included	Price
Cupcakes		
Mini Pastry Assortment		
Seasonal Fruit Crisp – ½ Pan and Full Plan		
Ice Cream Sundae Bar		
Shortcake Bar		
Gourmet Cookie Assortment		
Brownies		
Pudding		
Whoopie Pies		
Other		
Special Occasion Cakes	Vendor Description of Items Included	Price
Half Sheet Cake		
Full Sheet Cake		

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services

Certification Regarding Drug-Free Workplace Requirements

1. The vendor certifies that it will continue to provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given copy of the statement required by subparagraph (a);
 - d. Notifying the employee in a statement required by subparagraph (a) that, as a condition of employment under the contract the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
 - e. Notifying the employer in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract office or other designee on whose grant activity the convicted employee was working, unless the contracting agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract;

- f. Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted;
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The vendor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (Street Address, City, County, State, Zip Code)

Check if there are workplaces on file that are not identified here.

Name of Organization

Name and Title of Authorized Signatory

Signature Date

**Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services**

**CERTIFICATE OF COMPLIANCE
WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION CONTRIBUTION
REQUIREMENTS**

Pursuant to M.G.L. Chapter 62C, S 49A, and MGL Ch.151A, Section 19A,

I _____, authorized signatory for
Name & Title
_____, whose principal place of business is located at
_____, do hereby certify under penalties of perjury that the
above business has filed all state tax returns and paid all taxes as required by law and has complied with
all state laws pertaining to contributions to the unemployment compensation fund and to payments in
lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

Signed under the penalties of perjury this _____ day of _____,

*Authorized Signature**

Title

***must be signed in ink**

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services
Business Reference Form

Three separate business references are required from customers with whom there is a standing business relationship of two years or greater in duration. References will be checked.

REFERENCE 1	
Reference: _____	Contact: _____
Address: _____	Telephone: _____
_____	Email: _____
_____	Fax: _____
Description and dates of services provided: _____	

REFERENCE 2	
Reference: _____	Contact: _____
Address: _____	Telephone: _____
_____	Email: _____
_____	Fax: _____
Description and dates of services provided: _____	

REFERENCE 3	
Reference: _____	Contact: _____
Address: _____	Telephone: _____
_____	Email: _____
_____	Fax: _____
Description and dates of services provided: _____	

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services
Evaluation Worksheet

Name of Proposer: _____

Name of Reviewer: _____

Date: _____

Final Score: _____

Instructions: The evaluator will score the evaluation through a point (100) value system. All Proposers will receive an average of all the reviews done by the evaluation team members. The contract award will be given to the best candidate overall and not just based on price. The Procurement Manager is able to compare prices among all Proposers and provide points accordingly. These points will be added to the points that each evaluation member assigns during the evaluation. Proposer submissions will receive points based on the following:

Mandatory Requirements	Total Points Available	Comments by Reviewer and / or Team	Score
Business Experience	5 Points		
Business Capacity and Quality	5 Points		
Environmental and Business Continuity Plan	10 Points		
Financial Stability	10 Points		
Professional References	10 Points		
Price Evaluation (Commission Revenue	60 Points		
	100 Points		

1. BUSINESS EXPERIENCE		(Total Maximum 5 Points)
<p>The purpose of these requirements is to identify companies that have experience in the industry, with reliable services, financial stability, and to recognize the companies that are environmental conscious.</p> <p>Please mark with an (X) in any criterion that applies to the Proposer that you are evaluating.</p>		
Company's years in the industry:		
<input type="checkbox"/> Less than three (3) years	0 Points	<input type="checkbox"/> Three (3) years minimum
<input type="checkbox"/> Four (4) to six (6) years	2 Points	<input type="checkbox"/> Six (6) and Over
		1 Point
		3 Points
		TOTAL POINTS _____
Company's Certifications or Affiliations:		
<input type="checkbox"/> At least one professional certification	1 Point	<input type="checkbox"/> No certifications or none provided
		0 Points
		TOTAL POINTS _____
Contractual Agreements		
<input type="checkbox"/> No existing contractual agreement in the last thirty-six (36) months	0 Points	
<input type="checkbox"/> In the last six months the Proposer had at least two (2) agreements in place	1 Point	
		TOTAL POINTS _____
TOTAL POINTS FOR BUSINESS EXPERIENCE		

2. BUSINESS CAPACITY AND QUALITY		(Total Maximum 5 Points)
<p>The principle behind these prerequisites is to award the contract to companies that have a system in place to recruit and hire qualified workers, that provide adequate training to their employees, and that can determine how their resources should be allocated in case of an emergency.</p>		
Hiring Practices / Compliance (check all that apply):		
<input type="checkbox"/> Recruitment Program	3 Points	<input type="checkbox"/> Selection Criteria
<input type="checkbox"/> Process by which candidates are chosen	1 Point	1 Point
		TOTAL POINTS _____
TOTAL POINTS FOR BUSINESS CAPACITY AND QUALITY		

ENVIRONMENTAL PLAN	(Total Maximum 5 Points)
Environmental Plan (check all that apply):	
<input type="checkbox"/> No information Provided 0 Points	<input type="checkbox"/> Proposer has a recycling program 3 Points
<input type="checkbox"/> Proposer uses products and equipment that are environmentally friendly	2 Points
TOTAL POINTS _____	
TOTAL POINTS FOR ENVIRONMENTAL PLAN _____	

FINANCIAL STABILITY	(Total Maximum 10 Points)
Key Ratio Analysis and Ranking. Excellent = 10; Good = 8; Fair = 6; Poor = 0	
TOTAL POINTS _____	
TOTAL POINTS FOR FINANCIAL STABILITY _____	

PROFESSIONAL REFERENCES	(Total Maximum 10 Points)
Business references are required from customers with whom there is a standing business relationship of one year or greater duration. Values are averaged from references supplied to the Procurement Department by RFP due date. Answer values are from zero to 10; Ten (10) is the highest value and zero (0) the lowest value. Excellent = 10; Good = 8; Fair = 6; Poor = 0	
<input type="checkbox"/> Question 1: Proposer’s willingness and ability to provide contracted services – likeliness of your future use:	Reference Letter #1 _____ Reference Letter #2 _____ Reference Letter #3 _____ Average for Question 1 _____
<input type="checkbox"/> Question 2: Proposer’s ethical approach, integrity, responsiveness and effectiveness in resolving problems:	Reference Letter #1 _____ Reference Letter #2 _____ Reference Letter #3 _____ Average for Question 2 _____

Question 3: Proposer’s communication, leadership, thoroughness and the availability of key personnel:

Reference Letter #1 _____

Reference Letter #2 _____

Reference Letter #3 _____

Average for Question 3 _____

Question 4: Proposer’s organizational approach to reporting, internal controls and meeting emergency needs:

Reference Letter #1 _____

Reference Letter #2 _____

Reference Letter #3 _____

Average for Question 4 _____

Question 5: Your overall ranking for Proposer’s service performance with your organization:

Reference Letter #1 _____

Reference Letter #2 _____

Reference Letter #3 _____

Average for Question 5 _____

Excellent = 10; Good = 8; Fair = 6; Poor = 0

TOTAL POINTS FOR PROFESSIONAL REFERENCES

PRICE EVALUATION

(Total Maximum 60 Points)

In this category, points will be assigned by ranking commission rate proposals. Highest commission rate Proposal will secure 60 points from this category. Second (2nd) highest will secure 45 points. Third (3rd) will secure 30 points and so on in decreasing order of 15 points for each subsequent lower position. This is a revenue generating contract. (To be completed by Procurement Manager)

TOTAL POINTS FOR PRICE EVALUATION

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services
Certification of Non Collusion

The undersigned certifies under penalties of perjury that this Proposal or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

*Authorized Signature**

Date

*Printed Name of Person Signing Proposal**

Name of Business

***must be signed in ink**

**Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Executive Orders 12549 and 12689)**

As required by 2 CFR 200 Section 200.326 : For all contracts the non-Federal entity (CCCC) shall obtain from the vendor a certification that neither the vendor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled .Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

COMPANY NAME PROJECT NAME	AWARD/BID NUMBER AND/OR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services

Academic Calendars

Academic Calendar: 2019–2020

Fall Semester: September 3–December 17, 2019

August 26-28	New Faculty and Professional Staff Orientation
August 29	Opening Day for Faculty and Professional Staff
September 2	Labor Day – College closed
September 3	Classes begin
October 14	Columbus Day – College closed
November 11	Veterans' Day observed – College closed
November 28	Thanksgiving Day – College closed
November 29	The College is open with minimal staffing.
December 9	Classes end
December 10	Professional Day - All day classes are cancelled. Classes starting at 3:30pm or later will run as scheduled.
December 10	Study day
December 11-17	Final exam period
December 18	Final exam make-up 8:00am–Noon (due to inclement weather)
December 25	Christmas Day - College closed
December 24, 26-28, 31	The College is open with minimal staffing
January 1	New Year's Day - College closed

Fall Quick Term I: September 3–October 22, 2019

August 29	Opening day for Faculty/Professional Staff
September 2	Labor Day – College closed
September 3	Classes begin
October 14	Columbus Day – College closed
October 21	Final exams for M/W classes
October 22	Final exams for T/Th classes

Fall Quick Term II: October 23–December 12, 2019

October 23	Classes begin
November 11	Veterans' Day observed – College closed
November 28	Thanksgiving recess - College closed
November 29	The College is open with minimal staffing.
December 10	Professional Day - no classes
December 11	Final exams for M/W classes
December 12	Final exams for T/Th classes

January Intersession: December 30–January 17, 2020

December 25	Christmas Day - College closed
December 24, 26-27	The College is open with minimal staffing
December 30	January Intersession courses begin
January 1	New Year's Day - College closed
January 17	Last day of classes and final exams
January 20	Martin Luther King Jr. Day – College closed

Spring Semester: January 21–May 12, 2020

January 1	New Year's Day – College closed
January 16	Opening Day for Faculty and Professional Staff
January 20	Martin Luther King Jr. Day - College closed
January 21	Classes begin
February 17	Presidents' Day – College closed
March 16–21	Spring recess
April 20	Patriots' Day – College closed
May 4	Classes end
May 5	Professional Day. All day classes are cancelled. Classes starting at 3:30pm or later will run as scheduled.
May 5	Study day
May 6-12	Final exam period
May 20	Commencement
May 25	Memorial Day – College closed

Spring Quick Term I: January 21–March 11, 2020

January 1	New Year's Day – College closed
January 20	Martin Luther King Jr. Day - College closed
January 21	Classes begin
March 10	Final exams for T/Th classes
March 11	Final exams for M/W classes
March 16-21	Spring recess

Spring Quick Term II: March 23–May 12, 2020

March 23	Classes begin
April 20	Patriots' Day – College closed
May 5	Professional Day. All day classes are cancelled. Classes starting at 3:30pm or later will run as scheduled.
May 11	Final exams for M/W classes
May 12	Final exams for T/Th classes
May 25	Memorial Day - College closed

Cape Cod Community College
Request for Proposals #19-13
On-Site Cafeteria and Catering Services
Financial Proposal
(To be submitted in separate sealed envelope)

Term	Minimum Guaranteed Annual Payment	Commission Percentage (%) Based on Gross Sales
July 1, 2019 – June 30, 2022		
Option Renewal Year 1		
Option Renewal Year 2		
Option Renewal Year 3		