

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: November 13, 2013
RFP NO: UCM1071TT
DUE DATE: DECEMBER 6, 2013
TIME: 4:00 p.m. P.T.

Proposals should be received by the due date and time to be considered.

All qualified, interested suppliers are invited to submit proposals for:

THIRD PARTY SERVICES

FOR

University of California, Merced

Dining Services



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1 RFP PURPOSE AND BACKGROUND

1.1 RFP Purpose

The University of California, Merced is seeking bids from established local businesses qualified to provide meals for sale to the Campus community as specified herein. The anticipated term of a contract(s) resulting from this RFP is expected to commence approximately January 20, 2014 and continue in full force for six (6) months with the option of four (4) six-month extensions by mutual written agreement.

1.2 Dining Services

UC Merced Dining Services provides food and beverage service to the entire UC Merced community. Dining serves 2100 on campus residents, 4100 commuter students, and over 1000 faculty and staff. UC Merced Dining Service facilities includes one main Dining Center (Yablokoff-Wallace Dining Center), the Lantern Café (located in the Kolligian library), The Summits Marketplace, vending machines, and various mobile concepts. Dining Services processes more than 7000 transactions per day.

You can find more information on UC Merced Dining Services on our website <http://dining.ucmerced.edu>

1.3 Overview of Services Required

As a result of the significant increase in students this year, UC Merced Dining Services is looking to partner with local foodservice vendors to provide lunch service to the campus community. The ideal applicant has documented experience providing meals in a fast / quick-service cafeteria style. UC Merced Dining is considering two service options:

- an equipment and space lease option
- a stand-alone and self-operated food truck

We are looking to supplement our menu offerings with local fare and offerings that complement our menu. We are specifically interested in hot and cold meals that can be prepared and served safely in adherence to all food safety regulations.

The University may elect to award contract(s) for a single option type or a combination or both.

2 INSTRUCTIONS TO BIDDERS

2.1 Issuing Office and University Contact

This RFP is being issued by the University Purchasing Department which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

The single point of contact for this RFP is:

Terry Thun, A.P.P.
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340
Phone: (209) 228-4084
Fax: (209) 228-2925
E-mail: tthun@ucmerced.edu

2.2 Definition of Terms

- "RFP", "Request for Proposal" or "Solicitation" defines the conditions, specifications, definitions, questions, and requests outlined in this document.
- "Bids", "Quotations", "Proposals" refers to the responses to this RFP from each Supplier.
- "Agreement", "Contract", and similar expressions refer to an award as a result of this Request for Proposal.
- "Contact" refers to the Purchasing individual, who is solely responsible for all activities relating to this Request for Proposal and the resulting contract award.
- "Bidder", "Supplier", "Contractor", "Business", "Company", "Firm", "Vendor" refers to a Supplier who receives this RFP.
- "UCM", "Buyer", "U.C. Merced", or "University" refers to the University of California, Merced.
- "Vendor", is the successful vendor who is awarded the contract.

2.3 Schedule of Events

- Release of RFP.....November 13, 2013
- Pre-Bid Meeting.....November 19, 2013
- Deadline for RFP Questions.....November 22, 2013
- Bid Due Date..... December 6, 2013, 4:00 PM (PT)
- Finalist Tasting.....Week of December 16th (TBD)
- Anticipated Start.....January 20, 2014

Note: The above dates are subject to change at the option of the University.

2.4 Proposal Receipt

Proposals are to be addressed and delivered as follows:

1 original hardcopy (print, CD, Flash Drive) and six (6) hardcopies (print, CD, flash drive) to:

Terry Thun
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340
(FedEx, UPS, Hand Delivery)

Proposals should be in a sealed envelope marked:

Name of Bidder
RFP Number UCM1071TT
Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will be rejected as non-responsive.

2.5 Bidder Questions

Bidders are expected to exercise their best judgment in reviewing the requirements of this RFP to determine whether clarification is necessary before responding. If there are any discrepancies in, or omissions to the RFP, or if there are any questions regarding the RFP the questions should be sent by email or fax by the date listed above. Such inquiries should be directed to the buyer listed below. The University may be unable to respond to inquiries received too close to the bid submission deadline to permit a timely reply to all prospective Bidders.

Questions regarding this RFP should be submitted using the attached Bidder Inquiry Form, no later than November 22, 2013. Please submit by email (preferred) or fax to:

Terry Thun
UC Merced Purchasing Department
Fax (209) 724-2925
tthun@ucmerced.edu

2.6 Restriction on Communications

Except for the designated contact(s) listed above, Bidders are not permitted to communicate with University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of awards, except during:

- The course of a Bidders' conference, if conducted;
- Oral presentations and site visits, if conducted.

If a Bidder is found to be in violation of this provision, the University reserves the right to reject the bid.

2.7 Proposal Format and Required Submittals

Bidders are to provide a written proposal detailing the full scope of the project and its related activities in the following format. Proposals in any other format may be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal should sign all proposals. If the bidder fails to provide any of the following information, with the exception of the mandatory signed proposal certification, The University may at its sole option ask the bidder to provide the missing information or evaluate the proposal without the missing information.

Proposals should include all of the elements listed, be clearly indexed and assembled (in accordance with the numbers and order listed below) and reference the corresponding RFP Sections and paragraphs.

1. Signed Proposal Certification - RFP Section 6.
2. Introduction and Overview - This section should present an introduction and general description of the company's background, number of years in business, nature of business activities, and experience in providing the required products and related services.
3. Environmental Sustainability – This section should present the Vendor's agreement/non-agreement to follow the University standard. RFP Section 2.15
4. Technical Proposal – RFP Section 3. The response should include the following elements listed below. (2.7.1)
5. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 5.
6. Supplementary Information and Additional Comments as desired

2.7.1 Vendor Technical Submittal

Vendor shall provide the following:

Option 1 Equipment and Space Lease

proposed menu, the type of packaging; pricing; tenders accepted; the number of individuals that will be working; waste management including how you will handle trash and if applicable waste water transport; capacity; availability; copy of business license; copy of health permit; list of additional equipment you will be supplementing trailer equipment with, for power equipment include specifications.

Option 2 Stand Alone and Self-Operated Food Truck

proposed menu, the type of packaging; pricing; tenders accepted; the number of individuals that will be working; waste management including how you will handle trash and if applicable waste water transport; capacity; availability; copy of business license; copy of health permit; picture or diagram of truck including dimensions

2.8 RFP Exceptions

- General Exceptions: The Bidder should clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
- Bidders are cautioned that if the University is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

2.9 Proposal Modifications or Withdrawal

No modification of submitted proposals will be permitted in any form. Any proposal may be withdrawn prior to the bid due date and time as indicated herein. No proposal should be withdrawn for a period of (60) sixty calendar days after due date.

2.10 Bidder Representation

Each bidder, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.11 Simplicity of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Special bindings, color displays, etc., are not desired. Promotional materials are especially discouraged.

2.12 Complete Bids

All bids should be full and complete at the time of bid opening.

2.13 Specifications

Bidders are expected to meet or exceed the specifications in their entirety. Each bid should be in agreement with this specification. Successful bidder (contractor) delivering products and/or services following these specifications should guarantee that they meet the specifications. If it is found that products and/or services delivered do not meet the requirements of this specification, the successful bidder will be required to correct same at bidder's own expense.

2.14 Amendments to RFP before Due Date

No individual is authorized to amend any part of this bid by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date. However, if necessary, supplemental information in addenda form will be provided to all prospective Bidders who have received this RFP from The University Purchasing Department. Failure of any Bidder to receive such addenda will not relieve the Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this RFP.

2.15 Environmental Sustainability

The University has made a Triple Zero Commitment (TZC) for:

- Zero Net Energy by the year 2020
- Zero landfill waste by the year 2020
- Zero net carbon emissions by the year 2020

To minimize the generation of solid waste on campus green packaging requirements and an aggressive recycling program have been established. All sold products should either be compostable or California

Redemption Value (CRV) recyclable. Any refuse not meeting this standard requires the Vendor to haul off and not be deposited in a University trash bin.

If needed, food containers meeting the required standard will be offered for sale to Vendors by Dining Services.

3 SCOPE OF SERVICES

3.1 Hours of Operation

Vendor shall provide pre-prepared meals for sale on the UC Merced campus. Hours of operation will be Monday – Friday from 11am to 2pm. Dining Services will determine the Vendor's schedule. In the event of multiple awards Dining Services shall also determine the rotation of Vendors.

3.2 Point of Sale

An online web-based Point-of Sale System (POS) will be provided to vendors to process all cash and CatCard transactions (Cat Dollars). Cat dollars a form of electronic funds students are permitted to spend at any Dining Services location on campus.

Vendors are required to provide a merchant bank provided cellular credit card dialer for processing credit card transactions. All credit card processing terminals and systems must be configured to prevent retention of the full magnetic strip, card validation code, PIN, or PIN Block card holder data once a transaction has been authorized. If any account number, cardholder name, service code, or expiration date is retain, it must be encrypted and protected according to the standards outlined in the Payment Card Industry (PCI) standards <https://www.pcisecuritystandards.org/index.php>

All cash and credit transactions shall be reconciled and reported to Dining Services on a daily basis. CatCard transactions shall be reported to the Vendor by Dining Services the day following each day of transactions.

3.3 Food Handling & Sanitation

Vendor shall abide by the food handling & sanitation requirements as specified in Attachment 1, Third Party Satellite Operation Food Safety Procedures.

3.4 Menu Pricing

Price on menu is to include sales tax.

3.5 Beverages

The University has a contract for pouring rights with Pepsi Cola. Vendor shall sell only Pepsi products while on campus.

3.6 Service Options

Vendor may submit proposals for Option 1, Option 2, or both options as described below.

Option 1 - Equipment and Space Lease

The University-provided trailer will be located adjacent to the Kolligian Library near the Carol Tomlinson Keasey Quad. In consideration of a fee of eighteen (18)% of total gross sales, the University shall supply to the Vendor on a daily basis: retail space, trailer set-up, propane, pop-up tent, chemicals for cleaning and sanitizing, breakdown of trailer, removal of waste water, and permitting/inspections by University 's Environmental Health & Safety (EH&S). The University shall provide two (2) parking passes per vendor

and web-based point of sale for processing transactions. Vendor may provide its own card scanning device, or rent one from the University's CatCard Office.

The trailer comes equipped with the following:

- 36" flat top propane burner
- 8" single gas burner
- One full-size (hotel pan) steam table
- One under counter True refrigerator, with assembly line wells
- One hand washing sink
- One 4' flip up prep assembly line
- Two propane tanks (one for operating and one for back up)
- One Honda generator (to power AC power outlets installed in trailer)

Vendors are to prepare and safely transfer food from their restaurant to campus and are responsible for adhering to all Food Safety regulations.

Option 2 - Stand Alone and Self-Operated Food Truck

UC Merced is willing to consider stand-alone and fully self-reliant food trucks to vend food on campus. UC Merced does not have "pad" locations to connect to common utilities (water in/out, gas, or power). Food trucks will have to be completely self-reliant and in compliance with all Food Safety regulations.

In consideration of a fee of twelve (12)% of total gross sales, the University shall provide space for vendor to locate the food truck and web-based point of sale for processing transactions. Vendor may provide its own card scanning device, or rent one from the University's CatCard Office.

4 METHOD OF AWARD

4.1 Proposal Evaluation Method

The contract(s) resulting from this RFP, will be awarded to the responsive, responsible vendor(s) whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the solicitation. Proposals will be evaluated by a University appointed team. Proposals deemed administratively responsive, will be evaluated based on evaluation criteria set forth in this Section.

The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the University's requirements.

Submission of partial data may result in Bidder being deemed non-responsive. If there are any requirements defined in this RFP which are not included in a Bidder's bid at closing date of bid, a Bidder's bid may be deemed non-responsive and therefore be rejected.

4.2 Evaluation Criteria

Proposals shall be evaluated on the following criteria, in no particular order:

- Variety/Diversity of Menu offerings and how well they compliment/fit with the University menu
- Proposed Service Plan
- Set-up
- Tenders accepted (Cash, debit, credit card, etc.)
- Capacity
- Flexibility
- Environmental sustainability
- Cost of Menu Items
- Results of Tasting Evaluations (Selected Finalists only)

4.3 Selection of Finalists

Bidder proposals that score 80% or higher shall be identified as Finalists and will be invited to provide menu items for tasting evaluation. Scheduling of time and location for these presentations/tastings will be arranged by the UC Merced Purchasing Department. Failure to comply with this scheduling procedure may result in Vendor disqualification. Finalists may be asked to provide additional information, including references. Scoring of tasting will be combined with initial evaluation score to determine the final score.

4.4 Contract Award in Best Interest

The University reserves the right to accept or reject proposals as a whole, to make one award, multiple awards or no award, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the University may require in order to obtain the product(s) and/or services which best meets the needs of the University, as expressed in this RFP. The University reserves the right to negotiate the modification of, terms and conditions with the bidder offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

5 TERMS AND CONDITIONS

5.1 University of California Employees

All proposals should indicate any/all known University of California employees and/or near relatives who hold a position in your organization or have been engaged as a consultant for your organization within the last two years. Also indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

5.2 Conflict of Interest

- Vendor should not hire any officer or employee of the University to perform any service covered by this agreement.
- Vendor affirms that to the best of her knowledge there exists no actual or potential conflict between Vendor's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
- Vendor should not be in a reporting relationship to a University employee who is a near relative, nor should the near relative be in a decision-making position with respect to the Vendor.

5.3 Ethics

Supplier will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University.

Throughout the term of any agreement resulting from the RFP, Supplier will not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The supplier and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The supplier will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

5.4 University's Right to Reject or Modify

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to the University. The University reserves the right to negotiate the modification of the proposal terms and conditions prior to the execution of a contract, to ensure a satisfactory procurement.

5.5 Supplemental Terms and Conditions/Modifications

Any supplemental terms or conditions, or modification or waiver of these terms and conditions should be in writing and signed by Vendor and University.

5.6 Form of Agreement

The contents of this RFP, RFP Addenda, and the proposal document of the successful Vendor should become contractual obligations as part of the Contract if acquisition action ensues. Failure of successful Vendor to accept these obligations in a contractual agreement should result in cancellation of award.

The University reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Vendor for the purpose of obtaining the best possible contract.

5.7 Performance Standard

All work performed should be first class in every respect and should conform to the highest standards of the industry.

5.8 Marketing References

The successful bidder should be prohibited from making any reference to University, in any literature, promotional material, brochures, or sales presentations without the express written consent of the University.

5.9 Disclosure of Records

All bids, supporting materials, and related documentation will become the property of University. This Request for Proposal, together with copies of all documents pertaining to any award, if issued, should be kept for a period of five years from date of contract expiration or termination and made part of a file or record which should be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by University for any purpose other than evaluation of your approach, the top of each sheet of such information should be marked with the following legend:

"CONFIDENTIAL INFORMATION"

All information submitted as part of the bid should be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of University for information that has been designated as confidential by the Vendor and on the basis of that designation, University denies the request for information, the Vendor will be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.10 Audit Requirement

Any agreement resulting from this RFP should be subject to an examination and audit by the University and the State of California for a period of three (3) years after final payment. The examination and audit should be confined to those matters connected with the performance of the agreement, including but not limited to the costs of administering the agreement.

5.11 Insurance

The successful bidder should defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, should insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate (Not applicable to the Comprehensive Form)	\$2,000,000.00

If the above insurance is written on a claims-made form, it should continue for three years following termination of this Agreement. The insurance should have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 dollars per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Workers' Compensation as required by California State law.

It is understood that the coverage and limits referred to under a., b., and c. above should not in any way limit the liability of Seller. Seller should furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFP. Such certificates should:

- (1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision should only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

5.12 Terms Included and Order of Precedence

In submitting a proposal in response to this RFP, Bidder acknowledges that this RFP, including all appendices and attachments, and including service, financial and program specifications and terms and conditions will be incorporated in its entirety in any award issued in response to this RFP. Other documents to be incorporated in the Agreement should include the Bidder's entire proposal, including all brochures, attachments and supplementary information. However, in the event of any conflict between the RFP and the bid, the terms of this RFP should control, and govern any matter set forth therein that is not explicitly modified, added or deleted by the provisions of the subsequent Agreement.

5.13 Termination of Agreement

Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 10 calendar day's advance notice of such action.

6 Bidder Certification/Signature Page

AUTHORIZED SIGNATURE: The proposal should be signed with the full name and address of the Bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal, for Proposal number UCM1071TT University of California, Merced are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINT NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO. WITH AREA CODE

As a supplier of goods and services to the University of California I/we certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principals set forth in Executive Order 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women, to take affirmative steps to hire and promote women , to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment, to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the University our policies and practices relating to our affirmative action program.

7 Attachments

- Attachment 1 Third Party Satellite Operation Food Safety Procedures
- Trailer Schematics
- Bidder Inquiry Form
- University of California, Appendix "A"