

BUNKER HILL COMMUNITY COLLEGE

REQUEST FOR RESPONSE

ON-SITE CAFETERIA, FOOD CART and CATERING SERVICES BHCFS2018

I. General Information and Proposal Submission Requirements

Proposal Delivery

All Proposals must be delivered to: Mukti Raut, Director of Purchasing
Bunker Hill Community College
c/o: Business Office, Room H-194
570 Rutherford Ave
Boston MA 02129

Proposals must be delivered and date-stamped at the above office by 1:00 PM on April 27, 2018. Late Proposal responses will not be accepted. Proposals which are either faxed or electronically submitted will not be accepted as a Proposal delivery. Information submitted beyond the scope required in the RFR may hinder vendor evaluation. One Proposer will be awarded the food service contract.

Two (2) copies of the Proposal must be submitted. Proposals must be sealed in an envelope or package and marked as follows: **MANUAL FOOD SERVICE --- BHCFS2018.**

All proposals must include a W9 form, Signatory Authorization Form, Non-Collusion Form and Tax Compliance Form. All forms are needed to be completed and fully signed. Also to be included: Sample Menu of food offerings for a thirty (30) days period, Staffing Pattern, and Hours of Operation throughout the College year, and a Specific Proposal relative to monthly commissions.

Proposal Signature

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the signature of at least one general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

[Bonding Requirements](#)

The Contractor will be required to provide a \$5,000.00 Performance Bond as a surety of performance. The purpose of the bond is to cover the College's costs in the event of nonperformance or of delinquency in the payment for replacement equipment, materials or supplies referred to herein. The Contractor shall furnish a Performance Bond to the College within fourteen (14) calendar days of the signing of an Agreement. The Performance Bond will guarantee the compliance with all terms and conditions of the Agreement and shall be valid during the entire contract period and during extensions thereof. The Contractor will show evidence of this Bond each year or as requested by the College.

[Time for Proposal Acceptance](#)

The contract will be awarded within 45 Days after the Proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Bunker Hill Community College and the apparent highest responsive and responsible Proposer which offers the Best Value to the College. This is a revenue generating contract solicitation for the College.

[Changes and Addenda](#)

If any changes are made to this RFP, an addendum will be issued to all proposers on record as having picked up the RFP. Proposer may not alter the RFP language, specifications, terms & conditions or RFP component; Proposer modifications to the RFP are prohibited; any such modifications will disqualify a proposer.

[Questions about the RFR](#)

Please email to purchasedoc@bhcc.mass.edu referencing the proposal number in email's subject line with any question. All questions and answers are distributed to all registered bidders.

[Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities](#)

A proposer may correct, modify, or withdraw a proposal by written notice received by the Bunker Hill Community College prior to the time and date set for the deadline of proposal submission. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFP. A proposer's alteration to this RFP will disqualify the proposer from the proposal process.

After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the College or fair competition.

[Pre-Proposal Conference](#)

A pre-Proposal conference and walk through will be held at 10:00A.M. on Thursday, March 22, 2018 at Bunker Hill Community College, 250 New Rutherford Ave., Boston, MA 02129, in Room: E-175. Attendance at the pre-Proposal conference is mandatory in order to qualify as a Proposer; this will be an opportunity for a Proposer to inspect the facilities and gather additional information for submission of their Proposal.

[Right to Cancel/Reject Proposals](#)

Bunker Hill Community College may cancel this RFP, or reject in whole or in part any and all proposals, if the College determines that cancellation or rejection serves the best interests of the College. The College will not acknowledge a proposer's Terms & Conditions throughout the award. Terms & Conditions are negotiable by mutual agreement/contract; final Terms & Conditions are at the sole discretion of the College. The College makes no guarantee that any service will be purchased resulting from this RFP.

[Proposal Prices to Remain Firm](#)

All Proposal prices/Commission Rates submitted in response to this RFR must remain firm following the Proposal opening through the award date of the contract execution.

[Unforeseen Office Closure](#)

If, at the time of the scheduled deadline for the submission, the Business Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Proposal submission will be postponed until 1:00 p.m. on the next normal business day. Proposals will be accepted until that date and time due to any unanticipated closing.

[II. Purchase Description/Scope of Services](#)

[General Description](#)

To operate an On-Site, Full-Service Cafeteria, Food Cart, and Catering Service at the Bunker Hill Community College Campus located at its Charlestown site. It shall be the Food Contractor's responsibility to provide a total food service operation, including but not limited to the purchasing, on-site cooking, preparation, refrigeration and distribution, of food in the cafeteria and café area of Bunker Hill Community College. The Food Contractor will prepare and serve onsite Menu entrees, onsite sandwich making, salads and short-order cooking preparation and demand for Students, Faculty, Staff and Visitors. The Food Contractor will offer a Menu that blends the student body needs but is not limited to offering culturally diverse and healthy choice options. A combination of Market Basket Menus offerings that is standard within a college offering plus a Menu that offers nutritional value/healthy choice is recommended. The provider will be allowed to cater BHCC events with limited exceptions as agreed upon to the College's Culinary Arts Program and Student Activities Department. The college's Culinary Arts

Program also serves foods prepared by students in their dining room. The number of limited exceptions will be negotiated by the College and the food Contractor.

Contract Term Length

The contract period can run for a 10 year period from July 1, 2018 through June 30, 2028. Proposers are asked to submit price proposals for 3 year, 5 year and 10 year contracts (EXHIBIT I). It will be the college's sole discretion to decide on the length of the contract depending upon the quality of proposal.

Price Structure

The contractor will be required to maintain a price/portion schedule which does not exceed that to be found in public restaurants and cafeterias in the immediate vicinity of the College; and all efforts are to be made to keep prices comparable or lower than those found in the immediate area.

Performance Standards

The quality of service & food is essential to satisfactory performance.

Quality rating of raw food shall be no less than the standards of USA Grade A or equivalent as the case may be for meat, fish, poultry, eggs, dairy products and produce—fresh or frozen. Ground beef shall not exceed 20% fat content. All canned foods shall be USA Choice or fancy. No dented cans, cans with swollen tops or bottoms or rusted cans are permitted.

All foods shall be served wholesome and free from spoilage and decay. All food processing will be on-site such as, but not limited to, entrees, salads, sandwiches, etc. All prepared, packaged items for the Food Cart/Chuck Wagon will be dated/coded for freshness. Uncooked items, such as fresh fruit shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in temperature and consistency. Preference will be for fresh food over frozen food, and frozen food over canned food.

Foods that contain potentially life-threatening substances sensitive to individuals (allergies) will be clearly identified to the consuming public: gluten-free, etc.

The Food Contractor will comply with all Health/Sanitary Codes as applicable through the local, state and federal government regarding preparation, distribution, cleanliness, and storage of all equipment and food. Whenever a standard is in conflict with another standard, the higher standard will prevail. Employee's conduct must be professional with customers and staff; employees must maintain a sanitary Dress Code for cleanliness and appearance.

Alcoholic beverages are not authorized for sale or use on campus. Gambling and the use of unlawful gambling devices are not authorized.

Proposer must list any Industry or Government Associations to which it is a member

which is applicable to the Food Service Industry.

Basis of Compensation

Commissions will be paid to Bunker Hill Community College as a percentage (%) of Gross Sales. Commissions will be paid monthly on the 15th of the following month and will include detailed backup of sales.

Past total sales per fiscal year are shown below and for informational purposes only. The commission rate had been above average of 8.5%.

2018	2016	2015	2014	2013	2012	2011
\$1,479,796.00	\$1,179,220.00	\$961,566.05	\$1,024,164.00	\$1,146,764.00	\$1,097,624.00	\$966,424.00

Description of Services

Provide all food and other consumable and associated products.

1. Standard on-site food processing, preparation, storage and serving equipment and small wares, purchased new and not rebuilt for use in connection with this contract at this installation, for use in the areas noted: Cafeteria and Food Cart, for the purpose of providing complete on-site cafeteria food services to, for and at the College, which is not provided by the College.
2. All cooking and meal preparation to be performed on site at the College, using College supplied and Contractor provided equipment. College facilities, equipment and utilities are not to be used for food preparation for use at any other location, except for specifically approved off-campus College events. No employee with open wounds or communicable disease will be allowed to prepare, serve or package food for consumption. The Contractor shall meet the state's requirements of freedom from communicable tuberculosis in accordance the General Laws, per Chapter 71, Part 55b .
3. No less than one (1) table-bussing person will be on duty at all times when food or beverages are being served through the manual operation of the food service.
4. All table-bussing, tabletops, chairs, planter sides and general cleaning (including walls to a reasonable height) of the Cafeteria (E-Bldg. 4'th Floor) and Food Cart/Cafe Area (located in the B-Bldg. Lobby) and floor care up to and including preparation for buffing and/or waxing in the Dining Area spot mopping, spillage cleanup, sweeping, removal of trash, stacking of chairs (as needed) with Contractor re-setting of chairs, as required, and all floor care and general cleaning. Cleaning materials, schedules and procedures are to be as approved by the College. Provide MSDS sheets for all purchased cleaning

chemicals/solvents.

5. Removal of all trash, refuse and garbage from the Dining Area, Food Cart/Café area and designated areas for which Catering is a provided service and all other food service areas at the College to designated compacting or holding areas at the delivery/shipping dock area. Trash receptacles must be cleaned thoroughly at least once per week.
6. Agrees that under no circumstances neither the College restrooms nor janitor's closets are to be used for storage of cleaning equipment, utensils, etc. or as a source of water.
7. Maintenance and/or replacement, as applicable, for all Contractor-provided equipment, in a manner compatible with the existing facilities, at all times, during the life of this contract, upon the event of non-renewal, cancellation, termination or expiration of the contract, for all items, in accordance with appropriate sanitation and health codes, and in accordance with manufacturer's warranties and preventative maintenance procedures as well as emergency repairs, all at the sole cost of the Contractor. The Contractor may provide and install, at its own expense, additional equipment after first receiving the approval of the College.
8. Assume sole responsibility for securing, maintaining, and paying for any and all relevant licenses, permits, clearances, approvals, fees and taxes required by any and all Federal, state, County or City laws or statutes without recourse to the College as required for its performance under the contract; and shall post or display in a prominent place such permits and/or notices as required by law.
9. Provide all required and necessary related personnel and labor and provided with appropriate and distinctive clothing and name tags which are to be worn during all working hours; all personnel shall present a clean and hygienic appearance at all times. Personnel shall not be less than eighteen (18) years of age. The Contractor agrees to full compliance with applicable federal and state law regarding Equal Employment Opportunity and Affirmative Action
10. Provide all customary insurance coverage, throughout the life of this agreement without recourse to the College and so as to hold the College harmless. For all insurance required herein, including the bonding referred to in "Bonding Requirements", Page #2, a certified copy of each policy or certificate of such insurance shall be delivered to the College within fifteen (15) calendar days after the signing of this document by both parties. Each certificate or instrument shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) calendar days written advance notice thereof to the College. If determined necessary by the College, the Contractor shall deliver to the College, upon demand, the original of any policy herein for review, and upon completion of said review, said policy shall be returned to the Contractor. The Contractor Shall include a provision that there will be no right of subrogation against the College in the event of a workers'

compensation or liability insurance payment.

11. The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

i) Worker's Compensation

Worker's compensation must include and cover working executives and owner/operators.

1) State	Statutory
2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000.00
Disease policy limit	\$500,000.00
Disease per employee	\$100,000.00

ii) Comprehensive General Liability

(Including Premises-Operations: Independent Contractor's Protective: Products and Completed Operation Broad Form Property)

1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00

iii) Contractual Liability

1) Bodily Injury	
a) Each Occurrence	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00

iv) Personal Injury with Employment Exclusion deleted

1) Annual Aggregate	\$1,000,000.00
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v) Comprehensive Automobile Liability

1) Bodily Injury	
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a) Each Person	\$1,000,000.00
b) Each Occurrence	\$1,000,000.00
1) Property Damage	
a) Each Occurrence	\$1,000,000.00
vi) Umbrella Policy	\$5,000,000.00

12. The Contractor indemnifies the Awarding Authority, the Board of Higher Education, the Commonwealth of Massachusetts, and Bunker Hill Community College, their employees and agents from any liability during the receipt, service and sale of food items or from any act of the food Contractor, or from any of its employees, agents, or authorized subcontractors in the performance of its obligations under agreement.
13. Maintenance of accurate and complete financial and narrative records for sales, expenses, and commissions; a report of which shall be provided on a monthly basis to the College by the 15th day of the following month with the submission of the commission payment. Maintain Electronic Point-Of-Sales (POS) capability system with the cafeteria area and/or food cart area at no cost to the College. Records: The successful Proposer shall maintain books, records and other compilations of data, pertaining to the performance of its obligations. The Governor, the State Auditor or their designees shall have the right, at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data that are required to be maintained hereunder.
14. Business Continuity Plan: to be submitted as an element of the Proposer's proposal. In case of an emergency, the awarded Proposer may be asked the following:
- Indicate whether there is a written Business Continuity Plan describes how your company will continue to do business in case of an emergency: such as a natural disaster, fire, etc to the awarded Proposer's physical business structures.
 - Specify work recovery measures, and the means to re-establish physical records while maintaining Food Service at the College
15. Maintenance, at all times during the life of the contract, of the minimum inventory of china, flatware, etc. as existing on July 1, 2018 and of the same pattern and manufacture as originally supplied. In the event of non-renewal, cancellation or termination of this contract, at any time and for any reason, the Contractor agrees to provide full replacement up to the stated minimum inventory no later than the last day that the contract remains in force.

16. The College is to be under no obligation to purchase or otherwise assume ownership of or responsibility for any equipment, furnishings, china, flatware or other materials owned or otherwise held by the Contractor in excess of those items specified as being on hand on July 1, 2018.
17. Contractor agrees that no polystyrene foam products containing CFCs will be used on that campus and that wherever possible foam and plastics will not be used but replaced by recycled paper products. The Contractor agrees to use Environmentally Preferable Products (EPP) during the duration of the awarded contract and contract renewal years per the Governor's Executive Order 515: Establishing An Environmental Purchasing Policy.
18. The College requires that the Contractor operate and tend a daily coffee service from 7:30am to 1:00pm on designated days to be located in an area separate from the Cafeteria and Food Cart area for the exclusive use of College employees, meetings and small conferences throughout the College.
19. The Contractor agrees to perform a Catering Service for the College at various times, days and Special Event functions on an as yet needed basis by the College. The service will include, but is not limited to, on-site Food Service Items, Tables, Chairs, Linen Service Items, etc. The Contractor agrees that all catering services requested by the College will require a valid Purchase Order issued by the Business Office of the College.
20. The Contractor will provide an annual Utility Fee of \$1,000.00, in addition to commissions to the College to be paid on July 1st of each year that the contract remains in force.
21. Assignment: The Contractor shall not assign or subcontract, in whole or in part, its rights or obligations under the contract without prior written consent of the College; any attempted assignments without consent shall be void. Subcontractors are required to meet the same state, federal, and local standards and reporting requirements as listed in this RFR.
22. Price changes upward from those listed in the Contractor's proposal will be permitted to become effective only at periods of breaks between semesters or sessions (typically mid-January & late August) with no less than fifteen (15) calendar days prior notice to the College in writing. Price changes downward are permitted at any time.
23. The Contractor shall pay all vendors in a timely manner, according to agreement with the vendor so as not to interfere with the delivery of goods and/or services to the College.
24. The Contractor shall keep itself fully informed of all Federal, State and Local

laws, municipal ordinances, building and health codes which pertain to those engaged or employed in the work, or the materials and equipment used or employed in the work of food service.

25. As a food Contractor to an institution receiving Federal funds, the Contractor shall accept full responsibility for disabled persons as provided in the American Disability Act (ADA of 1993) in situations where the College is otherwise in compliance.
26. Provide and Publish a four (4) week Market basket menu on the College's website while identifying healthy choice entrees. Hard Copy menus will be displayed throughout the College's high-traffic areas and corridors for public view.
27. Prompt response to all food service complaints by the on-site Food Service Manager for any and all issues to the Food Service Contract; the College's Contract Manager will be notified of all food service complaints.
28. The college's Culinary Arts Program, as part of its programmatic activity, reserves right to serve food to the college community through the culinary art's dining room.

III. Facilities & Services Provided at the College

1. A/C, heat, light, power and water. Additional pipeline extensions, hookups and other utility-related modifications are at the Contractor's sole expense and must be submitted to the College for prior approval.
2. All tables, chairs, floor planters, and waste receptacles in the Cafeteria and Food Cart area.
3. Rubbish removal from designated compacting or holding areas on the receiving/shipping dock area.
4. Window treatments, plants in planters, ceiling light fixtures and painted walls as existing on July 1, 2018 throughout the appropriate food service areas.
5. Equipment (installed permanent and portable) as existing in the areas on July 1, 2018.
6. Parking facilities as provided for regular College support personnel.
7. Original supply of china, flatware, etc. as existing in the area on July 1, 2018.
8. One telephone connecting to the College's system reserved only for on-campus calling and receipt of incoming telephone calls.

9. Buffing and/or waxing, as needed and determined by the College, of floor surfaces in the dining area & café area.

IV. Quality Requirements

1. The Contractor agrees that the quality and nutrition of food is to be equal to or to exceed that to be found in the immediate area and as recommended by the Commonwealth of Massachusetts Department of Public Health
2. The Contractor must have been in the business of providing Food Service for a minimum of (3) three years. The Proposer primary business must be in the Food Service and Catering industry with consideration given to past and /or current Food service and Catering experience in Higher Education.
3. The Proposer must list past Bankruptcies, Litigation History and Food Service Contract Defaults.
4. The assigned Food Service Manager must have at least (3) three years of Food Service/Catering and supervisory experience.
5. Proposers must provide information about their company in the following areas as evidence of Proposer Qualifications for the proposed service and contract.
 - Experience & Management Philosophy about Service & Food Quality and a summary of the company's historical background in the Food Service Industry.
 - Key Staff and Management and resumes of key employees. Detailed Hiring Practices and Compliance
 - Past and/or current contractual agreements for Food Service and Catering experience. List all contractual agreements.
 - Professional Affiliations and Trade Associations & Insurance Coverage.
 - Last two (2) years of audited Financial Statements.
 - Must be registered as a legal entity to conduct business in the US. Must provide your company's EIN# via W-9 Tax ID Form
 - Must supply a current Massachusetts Department of Revenue (DOR) "Certificate of Good Standing" or "Letter of Compliance", as appropriate to business or individual.
 - Provide Environmental Plan and Business Continuity Plan

V. References

To be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College's RFP Contract Administrator: Mukti Raut, Business

Office, Room: H-194 prior to the Close Date of the solicitation. Please use the form provided in EXHIBIT II.

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

Bidder Name: _____ Reference Name: _____

Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 5. Your overall ranking for bidder's service performance with your organization

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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VI. College Conditions

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a Proposal or the costs of any services performed prior to receiving approval of the agreement from the Commonwealth of Massachusetts. All Proposals and materials submitted in conjunction with the Proposals shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this Proposal after its release. All Proposers will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her specific designee, as stated periodically in writing during the term of the contract.
2. Proposers who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a Proposer to clarify or elaborate on the Proposal, but shall in no way change the original Proposal. The College shall schedule the time and location, if needed.
3. By submitting a Proposal, the Proposer agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
4. The successful Proposer will be notified by email and confirmation by letter.
5. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Proposal.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts. Attached forms shall be completed and signed/sealed by the Proposer.
7. All Proposers and their employees must be aware of and comply with the requirements of the Commonwealth of Massachusetts Conflict of Interest Laws, and all other appropriate provisions of the Commonwealth of Massachusetts Law and resultant codes, rules, and regulations from Commonwealth laws establishing the standards for business with the Commonwealth. In signing the Proposal, each Proposer guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales contracts, services, offers, relationships, etc. involving the Commonwealth and/or Commonwealth employees. Failure to comply with those provisions may result in disqualification from the Proposal process and in other civil or criminal proceedings as required by law.
8. Should either the College Facilities expand with built/leased buildings, or Academic Programs and/or Services expand or additional space becomes available in its structure, during the life of this contract, then the successful

Proposer will be given right-of-first-refusal to perform/deliver cafeteria, catering and/or food cart services if the College deems this service is warranted.

9. The contract does not allow for the successful Proposer to operate any coin-operated vending machines during the life of the contract. The Contractor has exclusive rights, with the exception of “bake sales” and similar fundraising activities by recognized student, faculty or staff organizations and activities otherwise operated by the College, for the manual sale of food, beverages, and snacks on College property within the confines of its Food Service designated areas. Pre-packaged snacks and candy rights are non-exclusive and shared with the College Bookstore and the College Vending Service. The college has or will have an exclusive beverage pouring rights partnership with a beverage company. This Contractor will honor the college’s pouring right contract to sale beverages.
10. The College reserves the right, through its Academic Food Service program to provide a daily laboratory-based luncheon service in any College facility but not utilizing the regular Cafeteria service.
11. It is understood that the College’s Academic Food Service program will have refusal rights for any catered events held on-campus by any official agency of the College or by any approved off-campus group. The Contractor will have right-of-first-refusal to provide food services to any non-College group or organization in the College’s facilities. If agreed upon, such sales from the approved service will be included in the Total Sales and assessed a pre-determined Commission basis.
12. Subject to reasonable advance notice and daily operational considerations, any food service equipment on-site at the College shall be made available by the Contractor for use as an educational aid by the College’s Academic Food Service Program.
13. The College reserves the right to conduct regular inspections and examinations of all Food Service Areas for the purpose of checking equipment and verifying compliance with all of the appropriate sanitation and health codes. Such inspection will not relieve the Contractor of the legal responsibility in regard to other terms of this agreement or of the direct responsibility to observe codes without recourse to the College and so as to hold the College harmless. The College reserves the right to apply standard, acceptable measures and criteria in performing such inspections as applied by the Health Codes of the City of Boston, the Commonwealth of Massachusetts, and other appropriate local state agencies and to demand immediate corrective action on the part of the Contractor. Failing such action, the College reserves the right to arrange for corrective and/or proper maintenance of equipment and corrective and proper cleaning to meet sanitation and health codes through the use of its own employees or by employment of outside services and to pass on the direct and indirect costs for such work to the Contractor.

14. The terms, offers, inducements and other statements made by and included in the Contractor's proposal--including, but not limited to, those dealing with staffing levels, staff hours, pricing, commissions and hours of operation---will be incorporated as part of the contract as they are superseded, amplified or amended by a specific portion of this document.
15. FORCE MAJEURE: If by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of contract.
16. Survival: the terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
17. The College shall have the right to install any additional equipment and make any alterations to the facilities, in a manner compatible with the existing facilities.
18. The College shall reserve the right to select another Food Service Vendor to provide food service to any designated Cultural Event as indicated by the College which addresses the uniqueness and diversity of the event.
19. Successor Ship, Assignment & Sub-Contracting: No part of the Contract shall either be assigned or sublet without the prior written approval of the College and the setting forth of requirements to be met. If the Contractor becomes insolvent, bankrupt, or a declaration occurs that it cannot complete its food service contract, then the College reserves the right to assign the balance of the existing food service contract timeframe to another food Contractor for the food service function.
20. Contractor's Signature: The Proposer's ink signature on the Proposal form shall be held as evidence that the Proposer has examined the site and satisfied itself as to all the requirements, works, conditions, and constraints for the proper execution of the proposed service. Such signature acknowledges that the Proposer fully understands the Scope of Service for Food Service to the College. The Proposer must sign and date the Signatory Authorization Form and submit it with the Proposal documents. Failure to provide such form may be considered a major omission and a Proposer's submission may be rejected.
21. The College's Right to Terminate the Contract:

If the Proposer should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of Proposer's creditors, or if a receiver should be appointed on account of Proposer's insolvency, or if the Proposer should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled personnel or proper materials, or if Proposer should fail to make prompt payment to its vendors or for material or labor, or persistently disregard laws, ordinances or the instructions of the College, or otherwise be guilty of a substantial violation of any provision of the

Contract, then the College, upon the certification of the College that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Proposer, and the surety if any, seven (7) calendar days' written notice, terminate the employment of the Proposer and take possession of the Food Service premises and of all materials. In such case the Proposer shall not be entitled to receive any on-site Food Service functions until the Work is finished. The expense incurred by the College as herein provided, and the College shall certify the damage incurred through the Proposer's default and require payment from the Proposer to make-whole the Food Service contract.

22. This RFR will contain some or all of the following components as part of the Supplier Diversity Program Plan submitted by Proposers:

- Sub-contracting with certified M/WBE firms as defined within the scope of the RFR and/or Ancillary use of certified M/WBE firms,
- Growth and Development activities to increase M/WBE capacity,

All certified businesses that are included in the Proposer's SDP proposal are required to submit an up to date copy of their certification letter.

VII. Price Schedule

Proposer must supply a pricing schedule for all manual food items to be sold: breakfast, entrees, sandwiches, pastry, coffee, tea, etc.

VIII. Financial Proposal

Contractor will stipulate what Commission Rate it will apply throughout the contract period as a percentage (%) of Net Sales. Please use price proposal sheet included in EXHIBIT I.

IX. Rule for Award

The sum of a Proposer's Technical and Financial Proposal Scores is its Total Proposal Score. The Proposer with the highest Total Proposal Score will be recommended by the Committee for Contract award. One contract is awarded to a responsive and responsible proposer offering **the best value** to the college determined through price, commission revenue and service standard. Only the procurement committee can decide the best value for the college. The evaluation sheet is included in EXHIBIT II

X. Basic College Data

Built in 1973, Bunker Hill Community College's Charlestown Campus is situated on approximately 42 acres in the historic Charlestown neighborhood of Boston. The

campus consists of six buildings (A, B, C, D, E and G) and H-Building located in the Hood Business Park, just beyond the G Building.

The college runs day, evening, midnight and weekend classes. Enrollment is approximately 14000 students. The College is non-residential and diverse in its student population and employees approximately 1000 full-time and part-time employees. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year. Cafeteria services will be required for the entire contract period regardless of class schedule or vacation period. Changes of times of service during semester breaks and summer sessions will be negotiated. The College observes all Federal, State and City of Boston holidays.

During the Fall & Spring semesters: present schedule

The **Cafeteria** is open:

- Monday – Thursday 8:00am - 2:30pm
- Friday 8:00am - 2:00pm

The **Food Service Cart** is open:

- Monday – Thursday 6:30am - 7:00pm
- Friday 7:00am - 2:00pm
- Saturday Service 8:00am – 1:00pm
- Sunday Service 8:00am – 1:00pm

During the Summer season, the Cafeteria is closed.

The Food Service Cart/Café area in the B-Bldg. Main lobby is open:

- Monday – Thursday 7:00am – 7:00pm
- Friday 7:00am – 2:00pm

EXHIBIT I

Financial Proposal: Please Complete

Term	One -Time Signing Bonus	Minimum Guaranteed Annual Payment	Commissions % Based on Gross Sales
Three (3)- Years			
Five (5)-Years			
Ten (10)-Years			

EXHIBIT II

**FOOD SERVICES-BUNKER HILL COMMUNITY COLLEGE-2018
BHCFS2018 RFP REFERENCE FORM
(To be completed and sealed by customers)**

Bidder Name: _____

Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 5. Your overall ranking for bidder's service performance with your organization

Excellent (10)	Good (8)	Fair (6)	Poor (0)
-------------------	-------------	-------------	-------------

Customer's Organization: _____

Authorized Signature and Date: _____

EXHIBIT III

FOOD SERVICES-BUNKER HILL COMMUNITY COLLEGE-2018 BHCFS2018 RFP EVALUATION WORKSHEET

Name of Bidder _____

Name of Reviewer (PMT Member) _____

Date _____

Final Score _____

Instructions: The PMT will score the evaluation through a point (100) value system. All Bidders will receive an average of all the reviews done by PMT members. The contract award will be given to the best candidates overall and not just based on price. The Procurement Manager is able to compare prices among all bidders and provide points accordingly. These points will be added to the points that each PMT member assigns during the evaluation. Bidder 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 & Quality	5 Points		
Environmental and Business Continuity Plan	10 Points		
Financial Stability	10 Points		
Professional References	10 Points		
Commission Revenue	60 Points		
	100 Points	Final Score	

1. BUSINESS EXPERIENCE**(Total Maximum 5 points)**

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 environmentally conscious.

Please mark with an (X) in any criterion that applies to the Bidder that you are evaluating.

1. Company's years in the industry:

- | | |
|---|--|
| <input type="checkbox"/> Less than three (3) years: 0 Points | <input type="checkbox"/> Three (3) years minimum: 1 Point |
| <input type="checkbox"/> Four (4) to six (6) years: 2 Points | <input type="checkbox"/> Six (6) and over: 3 Points |
| Total Points _____ | |

2. Company's Certifications or Affiliations:

- | | |
|---|--|
| <input type="checkbox"/> At least one professional certification: 1 Points | <input type="checkbox"/> No certification or non-provided: 0 Points |
| Total Points _____ | |

3. Contractual Agreements:

- | | |
|--|--|
| <input type="checkbox"/> No existing contractual agreement in the last 36 months: 0 | |
| <input type="checkbox"/> in the last 36 months the Bidder 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)

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.

1. Hiring Practices/Compliance [Check all that applies]:

- Recruitment Program 3 **Points**
- Selection Criteria 1 **Points**
- Process by which candidates are chosen 1

Total Points _____

3. ENVIRONMENTAL PLAN (Total Maximum 5 points)

Environmental Plan [Check all that apply]:

- No information provided **0 Points**
- Bidder has a recycling program 3 **Points**
- Bidder uses products and equipment with are environmentally friendly **2 Points**

Total Points _____

3. BUSINESS CONTINUITY PLAN (Total Maximum 5 points)

Business Continuity Plan [Check all that apply]:

- No information provided **0 Points**
- Bidder has a significant Business Continuity Plan (BCP) **3Points**
- Bidder described work recovery measures **2 Point**

Total Points _____

4. FINANCIAL STABILITY (Total Maximum 10 points)

Key Ratio Analysis and ranking.
Excellent=10
Good=8
Fair=6
Poor=0

6. 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 PMT by RFP due date. Answers values are from zero to 10; Ten (10) is the highest value and zero (0) the lowest value.

- Question 1. Bidder'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 _____

- Question 2. Bidder'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. Bidder'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. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Reference Letter #1 _____

Reference Letter #2 _____

Reference Letter #3 _____

Average for Question 4 _____

- Question 5. Your overall ranking for bidder'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

7. Price Evaluation (Total Maximum 60 points)

In this category, point will be assigned by ranking commission rate proposals. Highest commission rate bid will secure 60 points from this category. 2nd highest will secure 45, 3rd will secure 30 and so on in decreasing order of 15 points for each subsequent lower position. This is a revenue generating contact