Request for Proposals (RFP)

Campus Food Service - Main Campus

Bishop State Community College

351 North Broad Street, Mobile, Alabama 36603

Purpose: Bishop State Community College (Bishop State) is a State supported two-year College in the Alabama Community College System. The purpose of this RFP is to provide cafeteria style food services at Bishop State Community College’s Main Campus which is located on Broad Street between Martin Luther King, Jr. Avenue and Congress Street.

Main campus demographics: Bishop State Community College serves approximately 3,600 students per semester term for three academic terms per year. The academic terms are fall semester (August to December), spring semester (January to May) and summer semester (June to August). The institution is closed for all major holidays and periods between semesters.

Approximately 2,000 of the 3,600 students are enrolled in courses and special programs at the Main Campus. Students, faculty and staff are generally on campus between the hours of 7:00 a.m. to 3:00 p.m. and 5:30 p.m. to 8:30 p.m. The institution surveyed faculty, staff and students to determine the demographics to share regarding the type of cafeteria services or meals to be considered. Fifty percent were between 16 to 25 years of age. Twenty-four percent were between 26 to 35 years of age and 13.13% were between 36 to 45 years of age. The RFP should provide for hot meals that will appeal to each of the age group differentials. Seventy-five percent of the survey responders indicated that they would patronize an on-campus cafeteria. Fifty-nine percent of the survey responders did not approve of having healthy snacks sold from a vending machine. Ninety-two percent of the responders would like a soup or salad bar style menu. Sixty-seven percent of the survey responders were more concerned with cost and nutrition.
**Menu/Price:** The RFP must specify the complete proposed menu items and price for each (i.e. hot dogs, chili dogs, etc.). The provider of this service will be awarded based on menu and best prices for our students. The lunch menu must include a soup and salad bar or similar style meal option.

**Proof of Insurance:** The RFP must provide proof of liability insurance in amounts acceptable to Bishop State, including workers compensation. All individuals who will be providing services contemplated by this RFP Shall be employed by the Vendor. Bishop State neither accepts nor assumes any responsibility to employees, agents or any other person or entity associated with the Vendor.

**Hours of Operation:** The RFP should include the operational hours to accommodate providing breakfast and lunch to our students on the main campus. The College suggested hours are 7:00 a.m. to 10:00 a.m. for breakfast and 11:00 a.m. to 2:30 p.m. for lunch.

**College Services:** Bishop State Community College has 24 hour security service.

**Equipment:** The cafeteria has been renovated to meet all Appropriate Codes and Regulations. Interested applicants may contact Mr. Lorenzo Grayson at (251) 405-7170 to inspect the cafeteria. All fixed equipment is provided by the College as well as pest control services.

**Disposal Services:** Service Provider is responsible for all garbage and grease disposal. Service Provider is responsible for all cleaning and food service inspection requirements and any fines or penalties imposed by assessment agencies.

**Monthly Cost:** The successful bidder must provide proof of the use of a cash register system which generates daily sale journals of each category of items sold. The reporting system must restrict the ability to change or alter system dates. Provider must submit daily sale receipts to the Business Office at the ending of closing each day.

The successful bidder will agree to pay to the College a percentage of 25% of its monthly gross earnings or a minimum $1,000.00 per month. The successful bidder agrees to be responsible for payment for the use of natural gas identified on the appropriate gas meter assigned to the location. The successful bidder agrees to be responsible for the installation and cost of its own telephone service.

**Location of Service:** 351 North Broad Street

**Period of Contract:** The term of the contract awarded will be for a period of three (3) years.
Projected Date to Begin Service: July 5, 2016

Sealed Proposals will be received until June 16, 2016 at 10:00 a.m.

All inquiries and proposals should be directed to:

Mrs. Bonita Allen
Dean of Business and Finance
(251) 405-7040

ADDITIONAL PROVISIONS

1. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and waive information that might be in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College.

2. After the bids are opened, all bids become the property of the College and will be made available for public inspection.

3. The proposal is to be made without connections with any other person, company, or party making a bid proposal and is to be in all respects fair and in good faith, without collusion or fraud.

4. Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. **BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557.** They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

5. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama Community College System Board of Trustees.

6. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.00.
7. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor’s E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (http://immigration.alabama.gov) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

8. Should any contract be awarded in connection with this RFP, the following addition terms and conditions shall apply:

**The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:**

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.

In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.

This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.
Form W-9
Request for Taxpayer Identification Number and Certification

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II: Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here ________________________________ Date ____________________________

Signature of ________________________________

U.S. person

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

● An individual who is a U.S. citizen or U.S. resident alien,
● A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
● An estate (other than a foreign estate), or
● A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

● The U.S. owner of a disregarded entity and not the entity,
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

Entity Completing Form

Address

City, State, Zip                  Telephone Number

State Agency/Department that will receive goods, services, or is responsible for grant award

Address

City, State, Zip                  Telephone Number

This form is provided with:

☐ Contract  ☐ Proposal  ☐ Request for Proposal  ☐ Invitation to Bid  ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes  ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

<table>
<thead>
<tr>
<th>State Agency/Department</th>
<th>Type of Goods/Services</th>
<th>Amount Received</th>
</tr>
</thead>
</table>

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes  ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

<table>
<thead>
<tr>
<th>State Agency/Department</th>
<th>Date Grant Awarded</th>
<th>Amount of Grant</th>
</tr>
</thead>
</table>

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>Name of Public Official/Employee</th>
<th>Address</th>
<th>State Department/Agency</th>
</tr>
</thead>
</table>

OVER
2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/AGENCY WHERE EMPLOYED</th>
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)


Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)


List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYIST</th>
<th>ADDRESS</th>
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary’s Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.