



Request for Proposal Number #511-11

Food Service at Residence Halls

Due:

January 03, 2012 at 4:00pm

Buyer:

Steve Boyd
Purchasing and Contracts Manager
831 Grand Avenue
Glenwood Springs, CO 81601
sboyd@coloradomtn.edu

COLORADO MOUNTAIN COLLEGE
REQUEST FOR PROPOSAL #511-11
Food Service at Residence Halls

I. INTRODUCTION

Colorado Mountain College (CMC) serves nine counties on the western slope of Colorado including Chaffee, Eagle, Garfield, Grand, Jackson, Lake, Pitkin, Routt, and Summit. The 12,000-square-mile district includes international resorts, ranches, wilderness areas and former mining towns. Each year, nearly 25,000 students (approximately 4,500 FTE) take classes at CMC's 11 locations and online. Colorado Mountain College offers two-year academic programs guaranteed to transfer to all four-year colleges and universities in Colorado and starting in the 2011-2012 academic year, will also offer two four-year programs, a Bachelor of Science in Business Administration (BSBA) and a Bachelor of Arts in Sustainability Studies (BASS). CMC has three residential campuses, located in Steamboat Springs, Leadville and Spring Valley (Glenwood Springs).

The college's incumbent food service provider is Sodexo and our current contract expires at the end of CMC's 2012 fiscal year, or June 30, 2012. We would like service to commence with the successful bidder immediately following this expiration. CMC's experience with Sodexo has been positive and this RFP does not necessarily indicate dissatisfaction or an expectation to change providers. CMC takes all significant supplier contracts to competitive bid periodically and will select the best value for the college of the proposals received. Please note that any submitter is encouraged, but not required, to bid on all three residential campus locations, two of three, or only one. CMC may award more than one food service contract and reserves the right to split the award among multiple vendors at our discretion. Campus leadership at each location may also choose to consider operation of the food service program internally or in collaboration with a local partnership. The term of this food service contract is negotiable based on best industry practice and vendor preference. The successful bidder will be an independent consultant and shall provide all employees, management and supervision as such. The college will do its best to provide relevant information that is helpful to you in preparing a comprehensive submittal that will allow CMC to evaluate your qualifications. The structure of our ultimate agreement is negotiable. CMC has certain circumstances that we will have to consider in our selection, but we encourage your firm to submit your ideas to us for consideration. We recognize that you are the experts and would like to hear your options and recommendations on things like availability, pricing, food options, catering relationships, summer (and other conferencing), cleaning and management, and other characteristics important in our relationship. Please note that price, while one important consideration, will not be the ONLY selection criteria in this RFP. CMC will consider all bona-fide pricing strategies and partnership structures. You are encouraged to

submit multiple ideas for implementation in your proposal, please just state your assumption and offer any suggestion you would like CMC to consider. At this point we are seeking our preferred partner, the details of our operating agreement can be worked out subsequent to award based on mutually agreeable terms.

CMC will post any available floor plans or other documents to the website at www.coloradomtn.edu/purchasing. CMC has cyber café's at its Leadville location and a coffee shop at Spring Valley. We have physical bookstores in all three locations that may offer snack items during operating hours. We are interested in a plan that allows students to use some meal credit throughout the term at café/coffee shop locations via a flex pay arrangement through use of an ID card. We are also interested to know if your firm would have the ability to staff our cybercafé in Leadville and/or our coffee shop at our Spring Valley Campus on either a full or part-time basis.

CMC is asking for your proposed solutions for:

- Billing
- Commissions, revenue sharing, working capital arrangements, equipment financing, etc.
- Submittal of financial statements and recordkeeping
- POS system and merchant account service (CMC currently uses Wells Fargo)
- Product quality assurance, supplier requirements and other food safety rules and regulations relevant to our relationship
- Recommended meal plan choices available to students, staff and faculty, recommended break-points for per meal (or other) pricing and other specific meal option availability
- In addition to dining hall services, campuses need periodic catering availability and conferencing service solutions. We are willing to consider exclusivity and first rights of refusal as needed. Inability to provide conference or catering services may be a contributing decision factor but will not, in itself, disqualify a firm.

CMC will require the successful bidder to agree to our standard terms and conditions, available on our website. We are prepared to sign your reasonable contract as well. Please know our chosen vendor will need to be insured at least as required by state law and subject to additional negotiated requirements.

We will post a bid sheet that you will use to submit your proposal by 12-16-2012. That bid sheet will include CMC data about our current usage, including number of meals sold this year, number of staff needing meals, full-time equivalent enrollment, etc. Please submit requests for additional information to sboyd@coloradomtn.edu/purchasing. Again, the purpose of the initial submittal is to establish yourself as a bona-fide alternative for the college, not to submit a proposal that we will award from. The interviews will be a key selection factor in this RFP.

II. TIMELINE

CMC reserves the right to modify this timeline at any time. Any changes will be posted to the CMC Purchasing Department's website as soon as the information is available. All times are Mountain.

	FOOD SERVICE RFP TIMELINE	DATE	TIME
1	ISSUE DATE	12-08-2011	4:00 PM
2	QUESTIONS DUE FROM PROSPECTIVE VENDORS VIA EMAIL (OPTIONAL)	12-14-2011	4:00 PM
3	ADDENDUM RELEASED WITH ANSWERS TO OUTSTANDING QUESTIONS (IF NECESSARY)	12-16-2011	4:00 PM
4	REQUEST FOR PROPOSALS (RFP) DUE	01-03-2012	4:00 PM
5	SHORTLIST FOR INTERVIEWS AND AGENDA RELEASED	01-13-2012	4:00 PM
6	SHORTLIST CANDIDATE INTERVIEWS WITH CMC SELECTION COMMITTEE	01-25 AND/OR 01-26 2012	TBD
7	AWARD DATE	01-31-2012	4:00 PM

NOTES:

- ALL QUESTIONS IN STEP 2 WILL BE COMPILED AND ANSWERED IN AN INFORMATIONAL ADDENDUM POSTED TO THE CMC WEBSITE. PLEASE SUBMIT YOUR QUESTIONS, IF ANY, TO SBOYD@COLORADOMTN.EDU PRIOR TO THE DEADLINE ABOVE.
- ROCKY MOUNTAIN E-PROCUREMENT WILL BE USED TO COLLECT RESPONSES IN STEP 4 ONLY.
- IF YOU WOULD LIKE TO VISIT ONE OR MORE OF OUR CAMPUS LOCATIONS, NOT REQUIRED, PLEASE EMAIL SBOYD@COLORADOMTN.EDU TO WORK OUT A CONVENIENT TIME.

III. INSTRUCTIONS TO PROPOSERS

- CMC endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow all of these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any Addendums cannot be considered by the Selection Committee.
- Proposing firms must submit the following for its Proposal to be considered:
 - Electronic copies of relevant marketing and product explanation materials. Active links to websites are fine. Please submit as much as necessary for the CMC selection committee to establish your offering as a credible alternative, but as little information as possible. Qualified firms will have ample opportunity to demonstrate product and service features in detail during subsequent interviews.
 - List of organizations currently using your offering. Comprehensive lists (without divulging proprietary information) are encouraged, particularly where your client resembles CMC in size and other characteristics. Please provide contact information for any client that you are authorizing CMC to contact as a reference at the time of this submittal. CMC respects the competitive position of our prospective partners and will not formally contact your clients without your prior permission, and will not contact clients in any way if you indicate that preference.
 - Confirmation that you can meet the implementation and transition requirements outlined above.
 - Number of years in business and general description of your ownership structure (public, private equity participation, employee-owned, etc.) Do not feel compelled to respond with confidential information, CMC is seeking only to understand your firm's general market position at this point.
 - Valid email address for inclusion in this RFP's email distribution list (optional).
 - Signature Block
- All information related to this Proposal will be posted in the Bids, RFP's... section of the Purchasing Office's website at www.coloradomtn.edu/Purchasing. Please click on "Bids, RFP's..." and find this solicitation. This location will hold the most current and accurate documentation available for this project. Please look to this link for answers to your questions. Rocky Mountain Bidnet may not contain the most recent addendums and/or other information related to this project.

- Questions regarding this RFP should be directed to the Purchasing Manager, Steve Boyd, via email at sboyd@coloradomtn.edu. The College will attempt to answer all legitimate questions related to this RFP that are submitted to this email address. However, inquiries seeking information that is already posted on the College website will not be answered. Answers will be posted to the college website and may not appear on Rocky Mountain e-Procurement, or any other platform by the date indicated in the timeline. Please do not contact other College personnel or Selection Committee members directly regarding this solicitation. Any attempt to do so may result in disqualification.
- To promote sustainability and a fair Proposal process, CMC utilizes Rocky Mountain BidNet to generate awareness and collect responses. Therefore, <http://www.govbids.com/scripts/CO1/public/home1.asp> will serve as the ONLY way to submit a qualified initial response for this project. Proposers must have an existing Rocky Mountain BidNet account or may establish one (currently) free of charge. Please be sure to allow time for technical difficulties in submitting responses. CMC will only consider submittals that have been placed successfully with BidNet PRIOR TO CLOSING, there are no exceptions to this. Proposers may contact Rocky Mountain BidNet staff directly or the Buyer via email if you are experiencing difficulty. The Buyer also encourages feedback on your BidNet experience. Please note that the CMC Purchasing website will contain all information related to this project. Updates and other information may or may not be posted to BidNet, the CMC Purchasing website listed above is the official venue for information.

IV. SELECTION CRITERIA

Our selection committee for this project will evaluate submittals to identify the best value for the College. Specifically, the selection committee will select the winning proposer based on the following criteria in **no order of importance or weighting**:

- A. Quality of submittal
- B. Company experience and other indications of qualification
- C. Pricing
- D. References and list of current clients similar to Colorado Mountain College
- E. Quality of food taste, presentation, variety and health
- F. Leadership in sustainability

Criteria may be modified in subsequent Addendums.

V. TERMS & CONDITIONS

- A. *Submittal Instructions:* All submittals must adhere to the instructions provided above to be considered by the Selection Committee. Responses that do not address ANY of the required items requested in this RFP's introduction section (III) above CANNOT BE CONSIDERED. You may submit your proposal early.
- B. *Copies:* No electronic or paper copies of submittals are required other than your post to BidNet.
- C. *Proprietary Information:* If you are submitting any information you consider proprietary, please clearly mark it "Proprietary Information." If the Purchasing Manager concurs, this information will not be considered public information. At the discretion of the Purchasing Manager, submittal information may be posted to the College Purchasing website upon award. Please do not submit anything that you do not want posted publicly without clear indication to our Purchasing Department. Notwithstanding the prior statement, the Purchasing Manager may make your entire submittal public information at his or her discretion. CMC will take all reasonable steps to avoid distributing any information that may impair a submitter's competitive position.
- D. *Signature Block:* All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions, and requirements of this Request for Proposal.
- E. *Refusal:* CMC reserves the right to refuse any and/or all proposals, or any part thereof.
- F. *Withdraw Proposal:* You may withdraw your proposal at any time prior to the date and time set for closing.
- G. *Discussions/Negotiations:* CMC reserves the right to conduct discussions with Proposers, to accept or not accept revisions of Proposals, and to negotiate price changes and other terms at the sole discretion of the Purchasing Manager. During this discussion period, CMC will not disclose any information regarding Proposal submittals other than (in some cases) the number of qualified proposals the College received and the name of the Proposer.

- H. *Award:* Awards shall be made to all responsible proposers whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. CMC reserves the right to ask for the “Best and Final Offer” from any or all Proposers.
- I. *Pre-award Presentations:* The College may ask highly ranking firms to attend one or more interviews.
- J. *Contract:* The successful proposer is expected to enter into a standard contract with Colorado Mountain College that will include the College’s standard terms and conditions attached to all purchase orders.
- K. *Indemnification:* Successful Proposers shall indemnify and save CMC harmless, to the extent permitted by law, from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Proposer in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.
- L. *Insurance:* Successful Proposers shall have their insurance company send the CMC Purchasing Department a currently in-force Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work performed by the Proposer. “Colorado Mountain College” shall be named as an additional insured. The Proposer shall be responsible for notifying the CMC Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.
- M. *Illegal Aliens:* By submitting a proposal, a Proposer certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- N. *Limitation of Multiple-Fiscal Year Obligations:* All financial obligations of Colorado Mountain College (CMC) under this contract subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

VI. SIGNATURE BLOCK

Note: Please return this page with your proposal.

The undersigned, an authorized agent of his/her company, hereby certifies:

- () the receipt of _____ addendums,
- () familiarization with all terms, conditions, and specifications herein stated,
- () vendor is qualified to perform work and services as proposal,
- () that the proposal is valid until _____ (date).

Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip Code

Title

Federal Employer ID Number

Phone Number

Type of Entity (S-Corp, LLC, etc?)

Official EMAIL Address

Web Site, if available

Solicitation Number (from cover page)