



Associated Students

California State University Chico

400 West 1st St.

Chico, CA 95929

Request For Proposals for Food Service Operations

California State University, Chico

Distribution Date: September 5, 2023

Award Issue Date: December 15, 2023

SECTION 1 – Purpose, Overview and Term

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources for all labor, services, materials, and supplies necessary to provide comprehensive food service operations at California State University, Chico, per the scope of services and schedule below.

1.2 CSU, Chico Background

California State University, Chico is a comprehensive public University and operates as part of the 23-campus California State University (CSU) system. Founded in 1887, it is the second-oldest University in the CSU system and is the anchor institution for Northern California, serving a sprawling 12-county service area the size of Maine. The institution enrolls approximately 13,800 students and has more than 172,000 alumni around the globe. The University is designated as a Hispanic-Serving Institution (HSI) and is accredited by the WASC Senior College and University Commission (WSCUC) and 25 professional associations. Chico State has historically ranked highly among regional public universities in the West and is regularly recognized as a top-value institution.

The Associated Students of California State University, Chico (AS) is an auxiliary of CSU, Chico and has been the sole self-operated contractor to provide Food Services to the whole of campus through AS Dining Services (ASDS).

For further details see Attachment C: Campus Population and Housing Statistics, Meal Plan Information, and Dining Services Income History.

1.3 Project Overview

The Associated Students of California State University, Chico, seeks a contractor to reimagine, revamp, and operate all food service locations and projects on campus. Food service operations serve the campus community, including students, staff, faculty, visitors, and alumni. The scope of this request includes residential dining operations, the Marketplace retail food outlet, campus coffee shops, convenience stores, concessions, and catering operations.

1.4 Award of Contract

Associated Students of CSU, Chico reserves the right to reject any and all proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. The AS reserves the right to award this contract to multiple vendors. Written notification will be made to unsuccessful proposers. The evaluation methodology and bases for the award are described in Section 5 - Scoring.

1.5 RFP Rules and Instructions

The rules governing this RFP are stated in Section 6, Instructions, Content, and Format Section. Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

1.6 Definitions

- 1.6.1** “University” or “Trustees”: The Board of Trustees of the California State University are referred to as “CSU” and its legally recognized entities, which together is the State of California acting in its higher education capacity.”
- 1.6.2** “Bidder” means an individual, partnership, or corporation from whom the AS is soliciting a proposal.
- 1.6.3** “Contractor”: The successful individual, partnership, or corporation whose bid is accepted and who is awarded a contract. “Contractor” shall also mean “Service Provider” or “Provider.”
- 1.6.4** “Contract,” “Agreement”: The legal document the AS issues to bind the Contractor to provide products and/or services described in the Request for Proposal.
- 1.6.5** “Specification or Scope of Work”: The complete set of documented designs, specifications, performance criteria, and delivery requirements delineated in this document and in all referenced project documentation.
- 1.6.6** “Provide”: Supply, deliver, install, configure, test, commission, train, and warrant.
- 1.6.7** “AS of CSU, Chico”, “The AS,” and “AS” shall mean Associated Students of California State University, Chico, and its legally recognized entities.

1.7 Proposals

All Proposals and contracts awarded as a result of this RFP are subject to the terms and conditions as stated in this RFP. The submission of any other terms and conditions by a bidder may be grounds for rejection of the bidder’s proposal.

1.8 Competitive Negotiation

The RFP process provides all interested bidders with an equal opportunity to offer services. The competitive negotiation process being used in this case should not be confused with the different competitive sealed bidding process. The latter process is usually used where the goods or services being procured can be precisely described, and the financial proposal is generally the determinative factor. In this process, AS can negotiate with a bidder to arrive at a mutually agreeable relationship. AS is not required to accept any proposal if, in its judgment, the AS and University’s interests are better served by declining to do so.

This solicitation or any resulting agreement may be used in whole or in part by another California State University (CSU) campus, auxiliary organization, or any other public agency.

Contractors are cautioned that this is a Request for Proposal, not a request to contract, and the AS reserves the right to reject any offers when such rejection is deemed to be in the best interest of the AS.

1.9 Schedule

The dates specified in Section 2 - Schedule of Events of this RFP are subject to change by AS. Any changes will be communicated via written addendum, which will be published at as.csuchico.edu/rfp.

1.10 General Information on Selection Process

Following is a general description of the process by which a Contractor will be selected to provide required services:

- Requests for proposals are sent to prospective Contractors and published to as.csuchico.edu/rfp.
- Bidder shall provide electronic proposals and upload through a link provided at as.csuchico.edu/rfp.
- The original proposal **must** be signed and dated by an official authorized to contractually bind the bidder per RFP Question Section 1.17.
- The proposal **must** be successfully uploaded no later than the date and time specified on the Schedule of Events.
- AS reserves the right to award agreements to multiple Contractors if it is determined to be in its best interest.
- A Notice of Intent to Award will be emailed to all finalists when AS identifies the Contractor they wish to enter into a contract with. AS must wait for at least five (5) business days after issuing the Notice of Intent to Award before signing a contract with any Contractor. A subsequent final contract shall be prepared by the AS and signed by the Contractor and the AS.

1.11 Cost of Bid Preparation

Any costs incurred by the Contractor in preparing, presenting, or submitting Bids are the Contractor's sole responsibility. The AS will not reimburse any Contractor for any costs incurred.

1.12 Elaborate Bids

Elaborate Bids in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired (unless specifically requested).

1.13 Oral Explanations

Oral explanations or instructions will not bind the AS.

1.14 Questions and Answers

All questions related to this RFP must be submitted to tkcrawford@csuchico.edu. The time and date for the receipt of questions are set forth in the Schedule of Events. Verbal or faxed questions will not be accepted. All written questions will be combined and answered in writing and published on as.csuchico.edu/rfp. Answers may also be conveyed to all prospective bidders via the email contact provided to AS.

1.15 Right to Submitted Materials

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidders will become the property of AS when received.

1.16 Competitive Offer

Under penalty of perjury, the signer of any Bid submitted in response to this RFP certifies that its Bid has not been arrived at collusively or in violation of Federal or California antitrust laws. In submitting the Bid, the bidder agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the contract. Bidders not in compliance with this provision shall be disqualified.

1.17 Contractors' Representative

Bidders shall provide the name, address, and telephone number of the person(s) with the authority to bind the company and answer questions or provide clarification concerning the proposal.

1.18 Proposal Acceptance Period

This proposal shall be binding upon the bidder for 180 calendar days (Acceptance Period) following the RFP opening date. Any proposal on which the bidder shortens the acceptance period may be rejected.

1.19 Governing Law

The validity, interpretation, and performance of any Agreement or Contract that is forthcoming from this RFP shall be controlled by and construed under the laws of the State of California.

1.20 Dispute/Protest

A protest of pending contract award must be received within 24 hours after the issuance of the Notice of Intent to Award. The AS' decision on protest proceedings is final. Disputes or protests must be submitted in writing via email to the AS Risk Manager, Keith Crawford, at tkcrawford@csuchico.edu.

1.21 Withdrawal of Proposals

A proposal may be withdrawn after submission by a written request signed by the bidder or authorized representative before the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done prior to the submission deadline. Withdrawal or modification offered in any other manner will not be considered.

End of Section 1

Section 2 - Schedule of Events

This Request for Proposal schedule is as follows:

RFP Distributed	September 5, 2023
Tours and Stakeholder Meetings	September 25- October 6, 2023
Questions Due on RFP	4:00 pm PST on October 13, 2023
Response to Questions Provided	October 18, 2023
Latest Addendum Issued by	October 20, 2023
Proposals Due	4:00 pm PST on October 27, 2023
Bidder Interviews	Week of November 13, 2023
Preferred Bidder Notified	December 15, 2023

2.1 Questions and Addendums

Questions will only be accepted when sent to tkcrawford@csuchico.edu. Responses to questions will be posted to as.csuchico.edu/rfp. Addendums will also be posted to as.csuchico.edu/rfp

2.2 Schedule Updates and Additional Steps

The dates up to and including the “Proposals Due” date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of Associated Students of CSU, Chico.

2.3 TOURS AND STAKEHOLDER MEETINGS

Tours and stakeholder meetings with shortlisted responders will be held September 25, 2023 through October 6, 2023. These on-campus events will consist of presentations and/or Q&A sessions with various stakeholders including University Housing, campus Administrators, and various student organizations. This is the opportunity for those responding to identify and discuss particular Chico State needs and preferences before submitting their final proposal. Specific dates for these forums will be coordinated with AS of CSU, Chico and responders to this RFP.

2.4 BIDDER INTERVIEWS

Interviews will be conducted during the week of November 13, 2023 with the AS of CSU, Chico Dining Services RFP Evaluation Team. This will be the final opportunity for responders to convey particular details of their proposals to the selection committee prior to the final award being voted upon and announced.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED

End of Section 2

SECTION 3 – SCOPE OF SERVICES

3.1 Introduction

Associated Students of CSU, Chico is seeking proposals for experienced and qualified operators for all food service operations on the CSU Chico campus. The AS of CSU, Chico intends to award to the highest-scoring bidder, and the award shall not prohibit the AS of CSU, Chico from procuring any contracted services outside of any awarded contract.

AS anticipates awarding a term of ten (10) years, with the possibility of a five (5) year extension of the original agreement. The contract shall not exceed fifteen years.

The contract will include performance expectations both with the initial agreement and in exercising renewal options.

3.2 Operation Requirements

The Contractor will manage and operate campus food service locations at 400 West 1st st, Chico, CA, 95929, including:

- Éstom Jámani Dining Hall
- Marketplace at the BMU
- Common Grounds Coffee
- Urban Roots
- Butte Station
- Campus Catering
- Concessions
- *Retail space in the College of Behavioral and Social Sciences building to be completed Fall 2024

3.3 Contractor Duties/Responsibilities

The Contractor shall operate its business on its own credit and shall furnish, at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by AS of CSU, Chico.

3.4 AS of CSU, Chico Authority Regarding Product Offerings

The Contractor shall withdraw from display or sale any item or items which AS of CSU, Chico requests to not be displayed or sold.

3.5 Beverage/Food Service: Product Offerings

The Contractor shall be required to comply with the terms of the current or any future Pouring Rights Agreements regarding competitive products as defined by AS of CSU, Chico.

In addition, the awarded Contractor shall be required to comply with the terms

of the current or any future Food Service Agreements regarding competitive products as defined by AS of CSU, Chico.

3.6 Website/Social Media

The Contractor shall manage and operate a unique food service ordering website and unique social media programs.

3.7 Trash Removal/Recycling/Composting

The Contractor shall participate in the California State University, Chico recycling and composting programs. The Contractor shall remove all trash, recyclable, and compostable materials and place them in the proper containers as designated on campus.

3.8 Reporting Requirement

The Contractor shall report to the Director of Auxiliary Businesses for matters pertaining to the contract. The Contractor's Regional Manager, or equivalent, will meet with AS of CSU, Chico's Director of Auxiliary Businesses, or their designee on a monthly basis, at a minimum, to review contractual performance.

3.9 Licensing, Permits, Taxes

At its sole expense, the Contractor shall procure and keep in effect all necessary permits and licenses required for its performance under this contract and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Campus Store provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

3.10 Service Expectations

- The minimum service expectations for Retail operations are operating hours Monday-Friday, 7:00 AM until 6:00 PM, serving breakfast, lunch, and dinner-appropriate menus. The M-F service should, at the minimum, coincide with the CSU, Chico calendar regarding holidays and other closure dates. Any changes to operating days and times must be made in agreement with the AS.
- The menus and food choices should appeal to a diverse group of people and offer variety and innovations with future menu changes.
- Customer Service should be a priority with the understanding that wait times should be as short as possible.
- It is an expectation that the Contractor will be dynamic and adaptable to the changing needs and interests of our ever-evolving student population.

3.12 AS Values

- The Contractor will incorporate and strive to align their business philosophy, including procurement, hiring practices, employee management, customer service, and waste management strategies, with the Four Core Values of the AS: Service, Diversity, Sustainability, and Wellness

- Favorable consideration will be given to respondents who specifically demonstrate how their business does and will continue to align itself with the AS values.

3.13 Facility Improvements

It is both an operational need and aesthetic desire of the AS to have a transformative remodel occur in the Marketplace space. At a minimum, each bidder should submit their plan to revitalize the customer dining area and interface. More extensive Marketplace remodel plans will be welcomed.

Additionally, the AS is interested in learning about facility improvements the bidder would propose in other locations.

Please include details of each improvement, your financial commitment for each, and an estimated timeline for implementation.

3.14 Financial Reporting Requirements

Monthly Reporting. On a monthly basis, the Contractor shall submit a detailed sales report to AS of CSU, Chico, including total sales, sales by location, website sales, and sales by category/department.

Annual Reporting. On an annual basis, or as requested, the Contractor shall submit a detailed financial statement to AS of CSU, Chico. At a minimum, the financial statement shall include the following:

- Sales by Category
- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (i.e., management fee, Contractor overhead charges)
- Commission Paid to AS of CSU, Chico
- Profit/Loss
- Other Reports as requested by AS of CSU, Chico (e.g., customer counts, unit sales, transaction size, etc.)

Contractor's Financial Statement. The Contractor shall provide AS of CSU, Chico with a copy of its audited company financial statement annually.

AS of CSU, Chico Audit Rights. AS of CSU, Chico reserves the right to audit all or any components of the arrangement between AS of CSU, Chico and the Contractor.

3.15 Staffing/Personnel Requirements

- a. The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service food operation in accordance with the requirements established by AS of CSU, Chico.
- b. The Contractor shall fill employment opportunities with California State University, Chico students, when appropriate and possible.
- c. The Contractor shall be responsible for the actions of its employees, agents, and

independent Contractors hereunder and for the payment of all taxes, wages, benefits, and other costs associated with such persons. While on CSU, Chico's premises, all employees, agents, and independent Contractors of the Contractor shall comply with all applicable University policies and procedures. The Contractor shall be required to remove any such employee, agent, or independent contractor from their operation at AS of CSU, Chico's request.

- d. The Contractor shall comply with all state and federal employment laws and requirements.
- e. The Contractor shall comply with the Americans with Disabilities Act (ADA).
- f. Background Checks. The Contractor shall assume all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. Contractor will ensure their employees have had background checks if they perform duties deemed sensitive under the [California State University Background Check Policy](#) or where required by law.

3.16 Contractor Obligations and Requirements

The Contractor shall provide the following as part of its management and operation of the awarded space:

- **Cleaning and Maintenance.** The Contractor shall properly maintain (to the satisfaction of AS of CSU, Chico) the interior of all occupied spaces and exterior customer dining areas, including daily cleaning of floors, walls, tables, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- **Emergency Keys.** The Contractor shall supply a copy of any keys required to access their locations to UPD.
- **Internal Security.** The Contractor shall collaborate with UPD and AS of CSU, Chico Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the locations they oversee. The Contractor's first point of contact with regard to security and safety issues for the awarded space shall be UPD.
- Contractor and all of their associated personnel and subcontractors shall abide by CSU, Chico Emergency Action Plan and participate in evacuation drills. Evacuation drills typically occur once per academic year.
- Contractor shall ensure customer data is stored and processed securely and abide by Payment Card Industry compliance standards.

End of Section 3

SECTION 4 – PROPOSAL CONTENT AND FORMAT

4.1 Content

To be considered responsive to this RFP, the Proposer shall submit a proposal in the format identified in this section. All requirements and questions in the RFP shall be addressed, and requested data shall be supplied. AS of CSU, Chico reserves the right to request additional information to ensure the Proposer's competence, number of qualified employees, business organizations and financial resources are adequate to perform to Contract requirements.

Proposers should provide a straightforward description of how they will satisfy the requirements and goals of this RFP. Proposers should concentrate on accuracy, completeness, and clarity of content. All parts, figures, and tables should be numbered and labeled clearly. All proposals submitted shall conform to the following format requirements. Deviations from these requirements may disqualify a proposer from consideration.

For the sake of consistency, submitted proposals should be in a Fee Management financial model with the understanding that the awarded bidder may also be asked to present a P&L version during contract negotiations.

4.2 Format

The information presented must be furnished in compliance with all RFP requirements/instructions. The information requested and the manner of submission are essential to permit effective evaluation of all proposals on a fair and uniform basis. AS of CSU, Chico reserves the right to reject any proposal in which material information requested is not furnished or where indirect or incomplete answers are provided.

Proposals should not include elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal.

Cover Letter

Cover letter must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal. AS of CSU, Chico reserves the right to reject proposals that are not submitted with an authorized signature.

Proposers shall clearly identify and provide direct contact information for a single point of contact authorized to make all decisions for the Proposer.

The cover letter should state that the Proposer agrees to enter into an agreement under the terms and conditions as prescribed in this RFP and must contain a positive commitment to perform the services and abide by the terms, conditions and provisions described and included in the RFP.

Proposer shall state that the proposed costs, work tasks and services shall

remain in effect for a period of 180 days from the time of submission. Do not include any limiting statements that would preclude the proposal from being held as an irrevocable offer for 180 days after the due date for receipt of proposals.

In the cover letter, please include:

1. A brief history of your business and the experience and qualifications you have to provide food service to a college campus of 13,000+ students. Statements demonstrating qualifications and experience should be clear and concise.
2. A statement regarding your experience with incorporating or working with sustainable practices within your operations.
3. A statement describing how your business supports hiring, promoting, and retaining a diverse workforce.
4. A statement about what the opportunity is that you see here. Besides the obvious food services, how else will your business support our campus community? How do your concepts and designs offer something to the Chico State campus that will promote their interest and business?
5. Proposed menus and pricing.
6. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the AS of CSU, Chico contact on this RFP (if different from above), and a secondary contact. If applicable, provide details on your Third-Party Administrator: what is the entity's name, where are they located, and what is your relationship to them?

Facility Improvement Proposal

Provide details on your proposed Marketplace remodel plan along with other facility improvements you are proposing.

References

Provide at least three (3) business references for which the Proposer currently conducts professional services with or for. References shall include:

- a. Organization name and type of business
- b. Location – address, email address, and phone number
- c. Client contract administrator, contact person
- d. Date contract started
- e. Length of contract
- f. Brief Description of Service Provided

Proposal Certification Form

Complete and attach the Proposal Certification Form found in Attachment A.

If at all possible, please combine all documents into a single Adobe Acrobat-compatible PDF document before submitting.

4.3 Agreement Exceptions

Include any exceptions to the Terms presented as part of this RFP. AS of CSU, Chico reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered an implied agreement with the stated terms.

End of Section 4

SECTION 5 - Scoring

5.1 Evaluation Method

All proposals shall be reviewed to verify that the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content or requirements and quality standards, conflict with or take unacceptable exceptions to the terms and conditions, or are non-responsive to the required responses in this RFP may be disqualified from consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by the AS of CSU, Chico's, Dining Services RFP Evaluation Team. As a part of this review, the AS may require proposers to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the AS Dining Services RFP Evaluation Team.

Responsive Proposers may be required to give oral presentations to the AS as part of the evaluation process. The purpose of the presentation is to give finalists an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interest to submit a thorough and complete proposal and not depend on the presentation process to provide additional information.

The AS Marketplace RFP Evaluation Team will evaluate based on the criteria below.

5.2 Point Scoring Matrix

	Evaluation Criteria	Points
A	Acceptance of Terms	10
B	Contractor Experience and Background	10
C	How does the Contractor address campus needs?	25
D	Operational Plan including Approach & Transition	10
E	AS Goals: Sustainability, Diversity, Wellness, Service	15
F	Financial Benefits to AS and CSU, Chico	25
G	Creative Solutions not specified in RFP	5
	Total Points	100

5.3 Evaluation Criteria

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria as described above.

5.4 Award or Rejection

All qualified proposals will be evaluated, and multiple awards may be made (but is unlikely in this case), to the Contractor(s) whose proposal is deemed to be in the best

interest of the AS. *Note that public company records may be reviewed.* Any award made is subject to a signed Contract. If a Contract between the Contractor and the AS of CSU, Chico cannot be negotiated and executed promptly and to the AS' satisfaction, the award may be withdrawn. AS of CSU, Chico reserves the right to withdraw the award at any time for any reason during the Contract negotiation process. Any changes to the Contract shall be mutually agreed upon by the Contractor and the University in writing. If the successful Contractor does not execute the Contract as required, the award of the Contract may then be offered to the next highest-ranked Contractor, or the AS may decide to solicit new proposals.

End of Section 5

Section 6 – Instructions, Content, and Format

6.1 Instructions

To be considered responsive to this RFP, the Bidder shall submit accurate information and comprehensive answers as requested in section 4 of this RFP. AS of CSU, Chico reserves the right to request additional information to ensure the bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform to requirements.

6.2 Errors and Omissions

If, prior to the date fixed for submission of a proposal, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify the AS of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice and posted to the AS RFP website to all active Bidders without divulging the source of the request for it.

6.3 Addenda

The AS may modify this RFP, any of its key action dates, or any of its attachments before the date fixed for submission by issuing a written addendum posted to the RFP website.

6.4 Cancellation of Solicitation

This solicitation does not obligate the AS to enter into an agreement. AS of CSU, Chico retains the right to cancel this RFP anytime for any reason. The AS also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the AS to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

6.5 Compliance with RFP

To be compliant with the administrative requirements of this RFP, Bidder must complete and return the list of submittals as requested in the Proposal Content and Format section of the RFP (Section 4).

6.6 Completion of Proposal

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Bidder may be rejected. Statements made by a Bidder shall also be without ambiguity and with adequate elaboration, where necessary, for clear understanding.

6.7 On-Line Bid Submittal Instructions

The proposal must be submitted using the link provided by the AS of CSU, Chico's RFP website, as a PDF document no later than the date indicated on the date and specified in the Schedule of Events. The Bidder is responsible for submitting the proposal on time. Delays due to the instrumentalities used to transmit the proposal will be the responsibility of the Bidder. **Allow sufficient time to upload the document.** The proposal must be completely uploaded and submitted by the specified time in order to avoid disqualification for lateness due to difficulties in submittal.

6.8 Exceptions

In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the AS by emailing tkcrawford@csuchico.edu immediately upon receipt of the RFP in order that the matter may be fully considered, and appropriate action taken by the AS prior to the closing time set for submission. If the Proposer fails to notify the AS of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or late correction.

6.9 Alternative Proposals

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in the rejection of all proposals submitted by the Bidder.

6.10 Withdrawal of Proposals

A proposal may be withdrawn after it is received by the AS by written request signed by the Bidder or authorized representative prior to the time and date specified for proposal submission. proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

6.11 Proposals Become the Property of AS of CSU, Chico

Proposals become the property of AS of CSU, Chico, and information contained therein shall become public documents subject to disclosure laws. The AS reserves the right to use any information or ideas contained in the proposal. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the AS to structure an RFP or other solicitation.

6.12 Confidential Materials

Due to the California State University Auxiliary Organizations Transparency & Accountability Act (SB-8), which took effect on January 1, 2012, the Associated Students of California State University, Chico must make records, including all submissions and records related to this RFP process and any awarded contracts, promptly available upon request with very limited exception. The AS will be unable to honor any requests for confidentiality of materials submitted but will attempt to notify Bidder if a request to make them public is made and honored.

6.13 Inspection of Solicitation Documents

Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification or instruction will be at the Bidder's sole risk. It is the Bidder's responsibility to provide the AS with current contact information and to update the CSU immediately of any changes.

6.14 Modifications

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

6.15 Proposal Content and Format

Proposals are to be prepared in such a way to provide a straightforward, concise delineation of capabilities.

6.16 Delivery of Proposal

Proposals are to be submitted online at: as.csuchico.edu/rfp.

End of Section 6

Section 7 – Insurance and Indemnification Requirements

7.1 Bidder agrees that if awarded a contract it will procure and maintain insurance that meets or exceeds the minimum requirements described in Attachment B.

Bidder should check with their insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under a potential agreement. The full coverage and limits afforded under Contractor's policies of insurance shall be available to The AS and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required.

7.2 Bidder agrees that if awarded a contract, it will agree to the following indemnification language.

Contractor shall hold harmless, defend and indemnify the State of California, the Trustees of the California State University, California State University, Chico and Associated Students, CSU, Chico and employees, officers, directors, volunteers and agents (collectively "University") from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the University.

7.3 Bidder agrees that if award a contract, its vendors and subcontractors shall also be required to meet the above insurance and indemnification requirements (7.1 and 7.2).

END OF REQUEST FOR PROPOSAL

PROPOSAL CERTIFICATION FORM

The undersigned certifies that they are an authorized representative of the company identified below with the legal authority to submit a proposal on behalf of the company.

After carefully reviewing all of the specifications, requirements, terms, provisions and conditions of the Request For Proposals for Dining Service Operations for the Associated Students of CSU, Chico, the undersigned agrees to furnish the equipment, services, and products in accordance with the proposal herein submitted, or as mutually agreed upon during subsequent negotiation.

SIGNATURE

DATE

NAME AND TITLE

NAME OF COMPANY AS LICENSED

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. Should there be questions, please contact Keith Crawford at (530) 898-3447. Certificates of Insurance and Policy Endorsements are to be sent to:

EMAIL	ASinsurance@csuchico.edu
MAIL	Associated Students, CSU, Chico Attn: Risk Manager 400 W 1 st Street Chico, CA 95929
FAX	(530)898-6573

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$4,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance** against all risks of loss to any Contractor improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the AS and University require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AS and University.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The State of California, the Trustees of the California State University, California State University, Chico and Associated Students, CSU, Chico and employees, officers, directors,

volunteers and agents (collectively "University") are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the State of California, the Trustees of the California State University, California State University, Chico and Associated Students, CSU, Chico and employees, officers, directors, volunteers and agents (collectively "University"). Any insurance or self-insurance maintained by the AS or University shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the AS.

Waiver of Subrogation

Contractor hereby grants to AS and University a waiver of any right to subrogation which any insurer of said Contractor may acquire against the AS or University by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AS or University has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the AS. The AS may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AS.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the AS.

Verification of Coverage

Contractor shall furnish the AS with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to AS before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The AS reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

AS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT C

Campus Population and Housing Statistics, Meal Plan Information, and Dining Services Income History

Campus Population Statistics

2018-19 -17,789 headcount, 16647 FTEs

Spring 2023 – 13,028 Headcount, 12,012 FTEs

Freshman (20.4%)

Sophomores (12.7%)

Juniors (24.7%)

Seniors (35.3%)

Graduate Students – 955 students (6.9%)

Faculty – 915

Staff – 1031

0% projected enrollment growth

Housing Statistics

Whitney Hall 544 Students & 16 RA's (560 Full Meal Plans) – Closed until further notice

Éstom Jámani – 256 Students & 6 RA's (264 Full Meal Plans) Full Meal plan required

Shasta – 210 Students & 5 RA's (215 Full Meal Plans) Full Meal plan required

Lassen – 210 Students & 5 RA's (215 Full Meal Plans) Full Meal plan required

Mechoopda – 120 Students & 4 RA's (124 Full Meal Plans) Full Meal plan required

Esken - 112 Students & 4 RA's (116 Full Meal Plans) Full Meal plan required

University Village (apartments) – 685 Students & 18 RA's (703 Mini Meal Plans) mini meal plan is required but may opt for a Full plan

Konkow – 102 Students & 6 RA's (108 Mini Meal Plans) mini meal plan required but may opt for a full plan

- Full capacity with Whitney Hall included is 2,239 Revenue beds and 64 RA beds
- 787 of those revenue beds are 'apartment style housing' with a mandatory 'mini' meal plan

- The remaining 1,452 revenue beds are mandatory full meal plans.
- Whitney coming off-line for 23-24 brings that down to 908 total possible revenue beds with a full meal plan and 787 possible revenue beds with a mini meal plan. With 24 RA's on Mini Meal Plans and 24 on Full Meal Plans

Residential capacity w meal plans

2,244 for 2018/19, 1,695 for 2023/2024

Number of Residential Life Staff

48 RA's and 8 Professional Staff

Meal Plan Cost

Full Plans - \$1,940.40 per semester, \$3,880.80 annually

Mini Plan – \$807.60 per semester, \$1,615.20 annually

Campus Food Service Locations and Hours

Marketplace – Retail outlet - open year round, closed during campus breaks, limited hours and menu in the summer. Academic year hours: M-F 7:30am-4:00pm, Summer hours 11am-3pm

Butte Station – C Store – Open year round except for campus breaks – M-F 7:00am-6:00pm

Urban Roots – C-Store BMU – Open year round except for campus breaks M-F 9:00-4:00pm

Common Grounds - Coffee Shop BMU –Open year round except for campus breaks M-F 7:00am-3:00pm

Holt Station – open academic year only 8:00am-3:00pm

Wildcat Den – Coffee shop at Resident Hall – open academic year only 7:30am-5:00pm

Éstom Jámani Dining Hall – Residential Dining Hall – Open year round except for campus breaks -limited use during the summer for summer camps and RA training 7 days per week; M-F 7AM-9PM; Late night 9pm-11pm; Sat & Sun 10:am-1:00pm brunch, Dinner 5:00pm-9:00pm

*Campus has traditionally been open during the summer months 4 days per week (Mon-Thurs, 10 hour days)

1. Door rate is \$10 for all you care to eat for all meal times

2. Mandatory Meal plans sold by type and \$ associated

Fall 2021

Wildcat Plan 160 swipes, \$192 Flex cash	139 total
Bidwell Plan 176 swipes, \$128 Flex cash	1,290 total
Chico Plan 192 swipes, \$64 flex cash	72 total
Wildcat 'staff' "	15 total
Bidwell 'staff' "	48 total
Chico 'Staff' "	1 total
Mini Meal Plan 64 swipes, \$112 Flex cash	511 total
Mini plan 'staff' "	7 total

Voluntary meal plans sold by type

10 swipes, \$110 flex cash 2

20 swipes, \$110 Flex cash 5

Mandatory Meal plans sold by type and \$ associated

Fall 2022: \$249,328 Flex \$ issued

Wildcat Plan 160 swipes, \$192 Flex cash	113 total
Bidwell Plan 176 swipes, \$128 Flex cash	1,200 total
Chico Plan 192 swipes, \$64 flex cash	54 total
Wildcat 'staff' "	31 total
Bidwell 'staff' "	18 total
Chico 'Staff' "	13 total

Mini Meal Plan 64 swipes, \$112 Flex cash	549 total
Mini plan 'staff' "	7 total

Voluntary meal plans sold by type

10 swipes, \$110 flex cash 5

20 swipes, \$110 Flex cash35

What happens to unused dining dollars at the end of the fall and spring semesters? What is the dollar amount of the unused dining dollars at the end of the fall and spring semesters for past 2 years?

Flex cash dollars are retained by UH

In 2018 unused Flex cash: \$21,791

2019: \$22,367

2022: \$51,322

Swipe equivalency is \$10

Dining Services Income History

	2018	2019	2020	2021	2022	Estimated 2023
Residence	\$4,704,242	\$4,926,370	\$5,109,044	\$2,547,078	\$5,512,165	\$6,348,339
Cash	\$4,139,099	\$3,903,232	\$3,046,683	\$49,021	\$1,519,693	\$2,556,487
Marketplace Café	\$1,476,318	\$1,278,323	\$1,058,894	\$3,852	\$179,122	\$395,600
Urban Roots	\$128,451	\$116,272	\$127,717	\$ -	\$168,585	\$227,350
Common Grounds	\$477,591	\$458,724	\$313,904	\$3,157	\$256,079	\$314,650
Butte Station	\$846,481	\$862,654	\$712,495	\$25,086	\$642,710	\$845,000
Creekside Coffee	\$279,399	\$278,682	\$189,074	\$ -	\$242,382	\$232,650
Holt Station	\$168,396	\$164,360	\$123,953	\$ -	\$30,815	\$45,787
Catering	\$719,763	\$709,721	\$489,366	\$16,924	\$294,987	\$600,000
Concessions	\$42,700	\$24,009	\$31,279	\$ -	\$33,239	\$45,209