



**Associated Students**  
California State University Chico

**Associated Students, CSU, Chico**

400 West 1<sup>st</sup> St.

Chico, CA 95929

**Request For Proposals for Bell Memorial Union Marketplace  
Retail Food Service Operations**

Issue Date: February 20, 2023

Closing Date: March 28, 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 a food services operation at the Bell Memorial Union's (BMU), Marketplace (Marketplace or the Marketplace), as managed by Associated Students of California State University, Chico (AS) 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, 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 14,100 students and has more than 172,000 living 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), as well as 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 is contracted to provide Food Services for the whole of campus through AS Dining Services (ASDS) which includes the management of the Marketplace inside the BMU.

### **1.3 Project Overview**

The Associated Students of California State University, Chico, is seeking a Contractor to reimagine, revamp, and operate the full-service food service operation known as the Marketplace. This operation serves the campus community, which consists of students, staff, faculty, visitors, and alums inside the Bell Memorial Union (BMU). A successful Contractor will provide the following:

- A remodeled and refreshed retail food service space designed with student use and preference in mind
- Improved student, staff, and faculty customer satisfaction through updated menu choices, a refreshed space, and increased operating times
- An overall increase in sales for The Marketplace as appropriate for the main retail space on the CSU, Chico Campus
- A consistent increase of financial contributions to the AS and to CSU, Chico
- A 5-year commitment to the AS with the possibility of an additional 5-year option.

#### **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 more than one vendor. Written notification will be made to unsuccessful proposers. Evaluation methodology and basis for award are described in the Scoring Section.

#### **1.5 RFP Rules and Instructions**

The rules governing this RFP are clearly stated in the following sections. 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 their services. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. 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. AS has the flexibility to 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](http://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](http://as.csuchico.edu/rfp).
- Bidder shall provide electronic proposals by uploading them at [as.csuchico.edu/rfp](http://as.csuchico.edu/rfp).
- The original proposal **must** be accompanied by a Proposal Certification Form (Attachment A) signed and dated by an official authorized to contractually bind the bidder.
- 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](mailto:tkcrawford@csuchico.edu). The time and date of the deadline to receive 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](http://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, which 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 Notice of Intent to Award. The AS's 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](mailto:tkcrawford@csuchico.edu).

**1.21 Withdrawal of Proposals**

A proposal may be withdrawn after its submission by written request signed by the bidder or authorized representative prior to 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	February 20, 2023
Tour	February 27- March 10, 2023
Questions Regarding RFP Due	4:00 pm PST on March 6, 2023
Response to Questions Provided	March 10, 2023
Latest Addendum Issued by	March 16, 2023
Proposals Due	4:00 pm PST on March 28, 2023
Bidder Interviews	Week of April 3, 2023
Preferred Bidder Notified	April 28 – May 16, 2023

### 2.1 Questions and Addendums

Questions will only be accepted when emailed to [tkcrawford@csuchico.edu](mailto:tkcrawford@csuchico.edu) no later than the date and time listed above. Responses to questions will be posted to [as.csuchico.edu/rfp](https://as.csuchico.edu/rfp). Addendums will also be posted to [as.csuchico.edu/rfp](https://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.

**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 their main on-campus retail food service operation.

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 five (5) years, with the possibility of a five (5) year extension of the original agreement. Contract shall not exceed ten years.

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

### **3.2 Marketplace Operation Requirements**

The Contractor will manage and operate the Marketplace location inside of the Bell Memorial Union at 400 West 1<sup>st</sup> st, Chico, CA, 95929

### **3.3 AS of CSU, Chico Rights Re: The Marketplace**

AS of CSU, Chico will have the right to add, remove, or modify the size of the Marketplace facility if it is deemed that such additions, removals, or modifications to be in the best interest of the AS and CSU, Chico. Please refer to Attachment C.

### **3.4 Contractor Duties/Responsibilities**

The Contractor shall operate its business inside of the Marketplace 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.

### **3.5 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.

### **3.6 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.

**3.7 Website/Social Media**

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

**3.8 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.

**3.9 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 quarterly basis, at a minimum, to review contractual performance.

**3.10 Licensing, Permits, Taxes**

The Contractor shall, at its sole expense, 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 Marketplace provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

**3.11 Service Expectations**

- The minimum service expectations include operating hours Monday-Friday, 7:30AM until 6:00PM, serving a breakfast, lunch, and dinner appropriate menu. The M-F service should, at the minimum, coincide with the CSU, Chico calendar regarding Holidays and other dates of closure. Any changes to operating days and times must be made in agreement with the AS.
- The menu 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.

- The Contractor will operate inside of the BMU's Marketplace and share access to the dish machine and back kitchen and storage spaces with AS Dining.
- The Contractor will not exceed their space or encroach on any other operations of AS Foods Operations including but not limited to, Prepared Foods, Catering, Food Truck and Food Cart operations, 3<sup>rd</sup> party vendors in campus retail stores, and AS C-Store and Coffee Shops.

### **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 Construction/Remodel – Equipment**

It is both an operational need and aesthetic desire of the AS to have a transformative remodel occur in the Marketplace space.

The successful Contractor will submit a proposal that illustrates how the customer dining area and customer interface will be modified and explain how these modifications will positively impact Chico State students, the AS, and the greater campus community. The proposal should also include any equipment the Contractor will provide.

#### **Considerations**

The following items represent the current plan to separate the existent space into two separate spaces. These are presented for consideration and are able to be modified if the contractor has additional and/or other needs:

The 'Main Kitchen,' and the 'Catering Kitchen' equipment will remain in-use by ASDS and thus must be separated from the space of the incoming Contractor. A separate entrance apart from the AS employee entrance will be added along with a separating wall and door for the main walk-in refrigerator in order to keep inventory separate and secure.

AS of CSU, Chico will maintain ownership over all small-wares and both tagged and non-tagged ASDS and AS equipment and tools. Tools and movable equipment that the Contractor brings into the space should be listed in a provided equipment inventory list.

The Contractor will have a walk-in refrigerator and a walk-in freezer, owned by AS of CSU, Chico and which the contractor must maintain by an approved AS of CSU, Chico vendor. Additionally, all customer facing cooking, and

warming equipment shall remain the property of AS and kept in good working condition by the contractor. The exhaust hoods, grease interceptors, and fire suppression system maintenance will be scheduled by AS of CSU, Chico as will all plumbing, HVAC, and electrical needs of the space. Contractor will pay for maintenance costs on equipment used by and/or involved in daily operations including exhaust hoods, fire suppression systems, and grease interceptors.

Any changes to the equipment must be pre-approved by AS of CSU, Chico and must be consulted with and approved before any changes are implemented.

Please add any modifications or preferred changes to these considerations in the final submitted proposal.

### **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 on an annual basis.

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 per AS of CSU, Chico specifications for all of the Contractor's employees, agents, or independent Contractors.

### **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 the Marketplace and exterior customer dining areas, including daily cleaning of floors, walls, tables, windows, fixtures, furniture, equipment, etc., and other related custodial services.
- **Minor Repairs.** The Contractor shall be responsible for minor repairs to the interior of the Marketplace and must be coordinated with AS maintenance staff.
- **Emergency Keys.** The Contractor shall supply any emergency keys to be left with the University Police Department (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 Marketplace. 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 evacuation drills. Evacuation drills typically occur once per academic year.**

### **3.17 AS Obligations Requirements**

AS of CSU, Chico shall provide the Contractor with the following:

- Marketplace space as described
- Access to campus web services, campus telephone services, and voice answering services at the standard University rate.

- Utilities and HVAC. Contractor pays for utilities proportional to the footprint and relative use of equipment.
- Pest control services. Contractor will pay a portion of the BMU pest control expenses proportional to the footprint and needs of the Marketplace.
- Hood cleaning services and fire protection systems maintenance. Contractor will pay a portion of the BMU hood cleaning and fire protection systems maintenance expenses proportional to the footprint and needs of the Marketplace.

### **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 the 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.

### **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.

### **Proposal**

In your proposal, please include the following:

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 that describes the ways that your business supports hiring, promoting, and retaining a diverse workforce.
4. A statement about what the opportunity is that you see in running a retail food operation on the campus of CSU, Chico? How else, besides the obvious food services, will your business support our campus community? How does your concept and design offer something to the Chico State campus that will promote their interest and business?
5. An Operational Plan addressing how you will facilitate the transition from the current Marketplace to your new concept, and how that will be communicated.
6. Proposed menus and pricing.
7. Proposed contribution to remodel costs and commission paid out to AS of CSU, Chico.
8. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the AS of CSU, Chico contact for this RFP (if different from above) and a secondary contact. If applicable, provide details on your Third-Party Administrator: what is the name of the entity, where are they located, what is your relationship to them.

### **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 documents into a single Adobe Acrobat compatible PDF document before submitting.***

### **Format Summary**

In summary, a complete submission will include a cover letter, proposal, references, and proposal certification form combined into a single PDF document.

#### **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 as an implied agreement with the stated terms. Bidder must submit their proposed Agreement with terms from AS of CSU, Chico's Term Sheet incorporated. This Agreement will form the basis of negotiations between AS of CSU, Chico and the Apparent Successful Bidder.

### **INTERVIEWS/PRESENTATIONS**

Interviews with shortlisted responders will be held the week of April 3, 2023. The interviews will be approximately two hours in duration and comprise of presentation and discussion sections. Specific dates for the interviews will be coordinated with AS of CSU, Chico and responders. The interviews will be the final opportunity for responders to convey the benefits of their team and sponsorship with the AS prior to final selection.

**End of Section 4**



## SECTION 5 - Scoring

### 5.1 Evaluation Method

All proposals shall be reviewed to verify 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, Marketplace 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 Marketplace 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 interests 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 make its evaluation based on the criteria below.

### 5.2 Point Scoring Matrix

	<b>Evaluation Criteria</b>	<b>Points</b>
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	25
F	Financial Benefits to AS and CSU, Chico	15
G	Creative Solutions not specified in RFP	5
	<b>Total Points:</b>	<b>100</b>

### 5.3 Evaluation Criteria

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria as described in Section 4 – Submittal of Proposal.

### 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 consummated in a timely fashion to the AS's 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 AS in writing. In the event 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 and Modification**

### **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 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 prior to the date fixed for submission by issuance of 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 at any time 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.

### **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 which contain false or misleading statements or which 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 to the AS of CSU, Chico's website at: [as.csuchico.edu/rfp](http://as.csuchico.edu/rfp) as a single PDF document no later than the time 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 Contact by e-mail to [tkcrawford@csuchico.edu](mailto: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 its late correction.

## **6.9 Alternative Proposals**

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in 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 make use of 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](https://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.

You should check with your 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 be required to the fullest extent permitted by law fully indemnify and hold harmless the State of California, Board of Trustees of the California State University, California State University, Chico, the Associated Students of California State University, Chico; and their respective officers, agents and employees. The exact language may differ in the final contract.

**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 Bell Memorial Union Marketplace Retail Food 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.

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**SIGNATURE**

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**DATE**

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**NAME AND TITLE**

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**NAME OF COMPANY AS LICENSED**

## AS INSURANCE REQUIREMENTS

### *General, Employer and Business Automobile Liability, Workers Compensation, AND Policy Endorsements*

Evidence of the following insurance coverage must be provided to and approved by the Associated Students prior to commencement of services. Please provide a copy of this document to your insurance agent and/or insurer. Should there be questions, please contact Keith Crawford at (530) 898-3447. Certificates of Insurance and Policy Endorsements are to be sent to:

<b>EMAIL</b>	<a href="mailto:ASinsurance@csuchico.edu">ASinsurance@csuchico.edu</a>
<b>MAIL</b>	Associated Students, CSU, Chico Attn: Risk Manager 400 W 1 <sup>st</sup> Street Chico, CA 95929
<b>FAX</b>	530-898-6573

REQUIRED MINIMUM LIMITS OF INSURANCE	
<b>General Liability</b> (comprehensive or commercial form)	\$2,000,000 per occurrence, \$4,000,000 aggregate
<b>Business Automobile Liability</b> (owned, scheduled, non-owned or hired)	\$1,000,000 per occurrence
<b>Workers Compensation Insurance</b>	As required under California State Law
<b>Employer Liability</b>	\$1,000,000

Note: Other means or combination of protection may be acceptable (e.g., self insurance pools, primary or excess risk retention groups, umbrella policies) if approved by the Associated Students Risk Manager.

CERTIFICATE HOLDER	
The Certificate Holder is to be identified as:	Associated Students, CSU, Chico Attn: Risk Manager 400 W 1 <sup>st</sup> Street Chico, CA 95929

REQUIRED LANGUAGE TO BE PROVIDED ON POLICY ENDORSEMENTS
<b><u>Policy endorsements are only required for General Liability Insurance. Please ensure the following wording is included on endorsement page(s) exactly as shown below:</u></b>
<i>The State of California; the Trustees of The California State University; California State University, Chico; Associated Students of California State University, Chico and the officers, employees, volunteers and agents of each of them are included as additional insureds.</i>

#### OTHER REQUIREMENTS AND NOTES:

- Each insurer shall have an A.M. Best (or equivalent) rating of at least A:VII unless otherwise agreed to by the Associated Students.
- The Contractor/Vendor's insurance coverage shall be primary. The self-insurance maintained by the University, its Trustees, Associated Students, and their officers, employees, or volunteers shall be excess of the Contractor/Vendor's insurance and shall not contribute with it.
- If General Liability insurance is provided on a claims-made basis, a 3 year extended reporting



period (tail coverage) must be provided.

4. Your agreement with the Associated Students may alter these requirements and/or add additional requirements.

## FLOOR PLAN WITH REQUESTED MODIFICATIONS

