

# REQUEST FOR PROPOSALS FOOD SERVICES OPERATIONS RFP 24-06

Release Date:	<u>FRI JANUARY 19, 2024</u>	2:00 PM PDT
Due Date:	WED FEBRUARY 21, 2024	5:00 PM PDT (via email)

Responders are required to respond to this RFP solicitation via one electronic copy via email using an MS Word or PDF format. The subject line of the email shall state: *REQUEST FOR PROPOSALS Food Services Operations RFP 24-06*. All required response documents are to be completed and submitted before the stated due date and time. Responses must be emailed to <u>NICpurchasing@nic.edu</u>. Responses submitted by mail or in person will not be accepted.

It is advised that responders not wait until the last day to start submitting RFP responses. Responders may edit up until the due date and time.

All communications regarding this RFP and the selection process must be coordinated through NIC Purchasing via email. Any individual or vendor that contacts any member of the campus, a member of the North Idaho College Board of Trustees, or any North Idaho College Administrator except NIC Purchasing, may be disqualified from further consideration.

> NIC Purchasing North Idaho College Office of Finance and Business Affairs 1000 W. Garden Ave. Coeur d'Alene, ID 83814 nicpurchasing@nic.edu

Respondents are notified that North Idaho College reserves the right to reject any parts of the RFP.

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## 1. Introduction:

### A. Purpose of Proposal:

The purpose of this Request for Proposal (the "RFP") is for North Idaho College (the "College") to obtain proposals from qualified Food Services operators (the "Contractor") desiring to enter into an exclusive agreement for the management of the North Idaho College Food Services ("Food Services").

### **B. College Profile:**

North Idaho College (NIC or the "College") is a community college located in the panhandle of Idaho in the City of Coeur d'Alene, Idaho. NIC is Idaho's oldest public community college, having been founded in 1933 as Coeur d'Alene Junior College. It began with a faculty of nine and held its classes on the third floor of the City Hall. It was financed entirely from public contributions. In January 1939, the state legislature passed the Junior College Act, which permitted qualified areas to establish junior college districts by a vote of eligible electors. Coeur d'Alene Junior College became North Idaho Junior College in June of 1939. On July 31, 1971, the College changed its name to North Idaho College. NIC's service area is the Idaho panhandle, which includes Kootenai, Benewah, Bonner, Shoshone, and Boundary counties.

NIC meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and life-long learning. As a comprehensive community college, North Idaho College strives to provide accessible, affordable, and quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

NIC offers Associate of Arts and Associate of Science degrees in various college transfer programs and Associate of Applied Science degrees and technical certificates in its career-technical programs. Many credit courses are offered evenings and during the summer on the NIC campus and at outreach sites. NIC's enrollment in credit courses is approximately 6,600 students annually. NIC also includes a contemporary Workforce Training/Community Education Center, which is located in the Riverbend Commerce Park in nearby Post Falls. Noncredit classes and workforce training programs serve another 4,500 students each year.

The College is accredited in all instructional areas by the Northwest Commission on Colleges and Universities and the Idaho State Division of Career Technical Education. The Nursing Program is accredited by the National League for Nursing Accrediting Commission.

The College operates a full-year Head Start Program under a federal grant. The Head Start Program provides comprehensive early child development for disadvantaged preschool children and their families.

The College operates an office on Aging and Adult Services. This office has been charged with the responsibility of coordinating a comprehensive program for all senior citizens in the fivecounty area of North Idaho. Funding is primarily received through federal grants under Title III of the Older Americans Act of 1965. The College operates under the authority of Idaho Statute Title 33, Chapter 21 for Junior Colleges. These statutes embody considerable requirements and guide day-to-day operations and governance.

The College's Administrative Offices are at 1000 West Garden Ave, Coeur d'Alene ID. Dr. Nick Swayne is the college's President. He oversees a cabinet made up of administrators across campus divisions who oversee the day-to-day operations of the college.

The College is governed by a volunteer five-member board of trustees who are elected at large from within Kootenai County for staggered, four-year terms. The board of trustees derives its authority from statutes enacted by the legislature of the State of Idaho. The board is subject to the provisions of the Constitution of the State of Idaho, the rules and regulations of the State Board of Education as they apply to community colleges, and the Board's policies and procedures.

#### C. Current Status:

Current Food Services are conducted by Sodexo, Inc, & Affiliates, which has conducted operations since January 2019.

1. Facilities:

The Dining Room, The Caffeinated Cardinal, and the kitchen are located in the heart of the North Idaho College campus, on the first floor of the Edminster Student Union Building, located at 495 N. College Drive, Coeur d'Alene, ID 83814. The Residence Hall Convenience Store is located on the first floor of the North Idaho College Residence Hall, located at 518 N. College Drive, Coeur d'Alene, ID 83814.

The Dining Room is approximately 6,230 square feet with regular seating up to approximately 268 and event seating up to approximately 208. The Caffeinated Cardinal is approximately 167 square feet with seating up to approximately 20. Kitchen, storage, and office space is approximately 3,627 square feet. The Residence Hall Convenience Store is available to North Idaho College Residence Hall residents only.

#### 2. Operating Systems:

The College currently utilizes TouchNet One Card VIP to house meal plans and the College's Cardinal Card (Cardinal Cash), integrated with Sodexo's Infor Point-of-Sale System.

#### 3. Current Agreements:

a. Pepsi: Current agreement ends on August 31, 2027. Pepsi Beverages Company shall have the exclusive right to all "Beverage" or "Beverages" meaning all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks, (ii) fruit juice, fruit juice containing and fruit flavored drinks, (iii) chilled coffee drinks, (iv) chilled tea products, (v) hypertonic, isotonic and hypotonic drinks (sport drinks and fluid replacements, (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teams ("LCT"), (ix) frozen carbonated and non-carbonated beverages ("FB"), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

b. Empire Vending and Office Coffee Service agreement ends June 30, 2024. Empire Vending and Office Coffee Service shall have exclusive rights to snack/food vending available on campus locations during the existing contract.

#### 4. Personnel:

The College employs two full-time benefited employees who work directly with Sodexo's Food Services operations.

#### D. Future Considerations:

Future Food Services may be considered at the North Idaho College Parker Technical Education located at 7064 W. Lancaster Rd. Rathdrum, ID. 83858, the College's Children's Center (main campus), Head Start, located at the Harding Family Center: 411 N. 15<sup>th</sup> St. Coeur d'Alene, ID 83814, and College Athletic events.

An integrated snack/food vending program may also be considered.

## 2. Required Services/Scope of Work

The College is seeking proposals from established Food Service operators that have a successful record of providing Food Services to comparable institutions. Strong consideration goes to companies that provide high-quality options that display current food trends and innovative ideas.

Any additional services the Contractor may provide that are not specifically outlined within this Request for Proposal and/or recommendations regarding alternative and innovative approaches that would enhance operational efficiency should be included in the proposal and whether those services are complimentary or fee-based. We encourage Food Services operators to submit the most comprehensive proposal possible offering the highest quality of service.

Food services will not prohibit a) authorized student organizations from selling commodities designed to benefit such organizations b) the sale of convenience items in the College Bookstore, and c) the College's Culinary Arts instructional program from operating in current and future campus locations.

#### Program Objectives:

The College has developed the following important Program Objectives for this RFP. The successful Contractor will be the one whose proposal reflects the most creative and comprehensive program, culminating in a positive customer experience. Elements of a customer-centered program may include:

\* Excellent quality food with ingredients, recipes, and fresh preparation methods that support good nutrition and a healthy lifestyle.

\* A diversity of food choices that address the broad range of customer preferences, including offerings that address special diet needs.

\* Hours of service that support student lifestyle needs across campus.

\* Competitive pricing, including resident meal plans, retail, and catering.

\* Resident meal plans that offer multiple and affordable plan configurations, including student residents, student athletes, commuter students, faculty, and staff.

\* Coordination of year-round catered events with The College Event Services department.

\* Offer training to college employees who utilize the Contractor's ordering / catering software.

\* A commitment to offering regularly scheduled special event programming designed to encourage participation and to build community.

\* Development of service to non-main campus locations.

\* A retention plan for the College's full-time (2) currently employed by Contractor.

\* Staffing levels that are matched to customer demand.

\* An on-site management structure that provides resources for each program segment.

\* An on-site management team that is knowledgeable and professional in managing all aspects of the program.

\* District, regional, and corporate management support.

\* Point-of-Sale technology integration with the College's meal plans and Cardinal Card (Cardinal Cash). API Integration with TouchNet One Card VIP is required.

\* Programs and standards that enforce safe food handling and proper sanitation.

\* Facility and equipment preventive and ongoing maintenance that results in good stewardship of the College-owned resources.

\* Financial plan benefiting both the College and the Contractor.

\* Financial control strategies that ensure a financially efficient program with a high level of accountability and financial reporting to College Administrators.

\* An ongoing commitment to marketing and communications of the program.

\* Provision of a qualified IT support professional for current software and hardware, application configuration, and troubleshooting, including workstations, registers, and other front-line equipment in support of the program.

## 3. Applicable Laws and General Conditions:

#### A. Conflict of Interest:

By Idaho Title 74 Chapter 4, the bidder warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with a fair competition or the performance of services required under this request.

#### B. Compliance with Law, Licensing, and Certifications:

The Contractor shall comply with all requirements of federal, state, and local laws and regulations applicable to the Contractor or the Property provided by the Contractor under this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules. An agreement shall be governed by the laws of the State of Idaho and shall be deemed executed at Coeur d'Alene, Kootenai County, Idaho. Jurisdiction: The parties shall bring any legal proceedings arising hereunder in the State of Idaho, District Court of Kootenai County.

## C. Public Records and Confidentiality:

Under Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, as may be amended from time to time (the "Public Records Law") information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor believes information provided to the College is exempt from disclosure under the Public Records Law, the Contractor shall designate individual documents or portions thereof as "exempt" and shall indicate the proposed basis for such exemption. The College will not accept the marking of an entire document as exempt. In addition, the College will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The College does not warrant or otherwise promise that information marked as such will be exempt under the Public Records Law. The Contractor shall indemnify and defend the College Parties against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate

or portion of a document that is released by the College shall constitute a complete waiver of any claims for damages caused by any such release. If the College receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such a claim.

#### D. Non-Discrimination:

North Idaho College hereby notifies all Contractors that no person or organization shall be discriminated against based on race, religion, color, age, sex, sexual orientation, or national origin in consideration for an award issued under this advertisement.

## E. Contract Term:

The intended awarded contract will be for three years (36 months). This contract will be renewed automatically for a term of two years (24 months) to a total term length not to exceed five years (60 months). It is anticipated that this will be renewed for the max duration unless renewal terms are terminated by written change order to the contract at least 90 days before the expected annual renewal.

#### F. Termination:

North Idaho College reserves the right to cancel without penalty, this request, the resultant contract, or any portion thereof for unsatisfactory performance or unavailability of funds.

#### a. Upon termination of the Contract the Contractor will:

1) stop work on the date and to the extent specified; 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; 3) transfer all work in process, completed work, and other material related to the terminated work to the College; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the College all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any College owned and furnished equipment used in conjunction with the provision of services under this Agreement.

#### G. Award:

A contract award will not be final until the College and prospective Contractor have executed a written Agreement. North Idaho College (NIC) reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The College may elect, after the selection process, to request clarifications, alterations, or changes in the submitted proposal including, but not limited to, prices to provide the best service at the best price for the College.

#### H. Addenda:

The only method by which any requirement of this RFP may be modified is by a written addendum issued by North Idaho College. Responses to inquiries that directly affect an interpretation or change to the RFP will be issued in writing by addenda. Any addenda will be posted to the college's website at: <u>https://www.nic.edu/procurement/</u>. All such addenda issued by the College before the time that proposals are received shall be considered binding. Oral and other interpretations or clarifications shall be without legal effect.

## I. Timelines and Schedules:

North Idaho College intends to adhere to the following schedule in seeking responses to this RFP:

January 19, 2024	RFP released and available publicly through Public Purchase. Vendors will be contacted via email and a legal ad will be published.
Week of January 29, 2024	Pre-Proposal Campus Visits (Voluntary) Arranged through the NIC Purchasing Office
February 07, 2024, 12 Noon	Deadline to submit written questions through Public Purchase
February 14, 2024, 12 Noon	Responses to questions will be addressed through Public Purchase
February 21, 2024, 5 PM	Proposals must be submitted electronically through Public Purchase
February 26, 2024 – March 01, 2024	NIC evaluation team reviews proposals
March 06, 2024 – March 07, 2024	Possible presentations by potential Contractors
March 14, 2024	Notification of Award and negotiation of contract
July 01, 2024	Start of contract

# 4. Evaluation Considerations

## A. Proposal Requirements:

Each proposal will be evaluated based on all of its contents and a contract awarded to the responsible Contractor whose proposal is, in the opinion of NIC, determined to be most advantageous to NIC, when all factors are considered.

 Provide a brief overview and background of your company including, but not limited to, revenues, assets, number of employees, number of years in business, and company principles.
Provide three references of your company's current higher education sites, preferably comparable to the College. This should include the name, address, telephone, and email of the client contract administrator. This list should include the number of board plans at each institution and whether the board plans are mandatory or non-mandatory.

3. Describe the management team you will assign to this project both in the implementation phase and in the ongoing operation. If there is a single point of contact, describe the duties and responsibilities of that person in relation to our account.

4. Describe how the current College Food Services employees will be integrated into the staffing plan.

5. Provide information about your company's labor practices including recruiting techniques and hiring practices to ensure a competent staff is available at all times.

6. Describe the concepts proposed for breakfast, lunch, dinner, and catering, including the following:

- Sample retail menu, pricing, and length of menu cycles
- Sample catering menu and pricing

7. Submit the proposed resident board plan (minimum two) and pricing for the 2024-2025 academic year.

8. Describe how your pricing policies will address the desire of the College to provide affordable Food Services to North Idaho College students, faculty, staff, and external customers.

9. Indicate the systems, procedures, and integrations for use in the following functions or areas:

- a. Point of Sale
- b. Resident and Commuter Board Plan
- c. Cardinal Card (Campus Debit Card)
- d. Catering Invoicing and Collections
- e. Inventory Management

10. Describe the efforts you will make to assess the needs of and to gather input from campus stakeholders.

11. Describe the reports you provide an institution and the frequency with which the institution will receive these reports. Specifically include information regarding Income and Expenses by operating unit. Include examples or sample pages of these reports.

12. Describe your customer service capabilities for students, faculty, and staff, including available modes of contact and evaluation methods.

13. Describe how requests to waive exclusive rights are managed.

14. Provide details on the marketing plan you envision, including specific strategies to drive customers to the various Food Services outlets.

15. Submit a financial plan that details a benefit to both the College and the Contractor.

16. Provide the process, plan, and timing of your company's start-up and implementation of the program, including implementation costs, if any.

17. Describe how your company would implement/manage services to non-main campus locations.

18. Describe any proposals for renovations, including a timeline.

- 19. Detail any voluntary offers and enhancements.
- 20. Detail any exceptions to the scope or requirements of this RFP.

## **B. Evaluation Factors:**

Factors to be considered in the award of the contract are assigned point values with the total possible high score of 150. The factors include:

15 pts	Contractor's size, credit standing, financial record, and stability	
15 pts	Contractor's record of performance and service in higher education	
20 pts	Personnel aspects of the Contractor's proposal	
20 pts	Contractor's menu concepts	
15 pts	Contractor's pricing policies	
10 pts	Contractor's systems, procedures, integrations, data gathering, and reporting	
10 pts	Contractor's customer service capabilities	
15 pts	Contactor's marketing plan	
20 pts	Contractor's financial plan	
10 pts	Contractor's implementation plan and other offers and enhancements	

## C. Selection Process:

Proposals will be reviewed by a selection committee. The award shall be made to the responsible Contractor whose proposal is most advantageous to North Idaho College, taking into consideration the evaluation factors as outlined in the Evaluation Criteria.