



**Request for Proposal**

**for**

**Food, Beverage and Vending Service Operations**

Proposal Due Date – February 10, 2023

4525 Education Park Drive  
Schnecksville, PA 18078  
610-799-2121

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**Introduction**

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor (or vendors) to provide the College with Food, Beverage and/or Vending Service Operations. The College is requesting written responses to this proposal. The proposals are due by 2:00 PM on February 10, 2023. No proposals will be accepted after the proposal date.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College’s best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to revenue sharing, fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal or to cure any non-material oversight.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept terms and conditions as stated in the college’s “Independent Contractor Agreement.”

**Timeline**

|                               |   |
|-------------------------------|---|
| Date of Issue:                | January 16, 2023                          |
| Non-Mandatory Campus Tour     | January 27, 2023. 1pm EST                 |
| Clarifying Questions Deadline | February 1, 2023                          |
| Proposal Due Date             | <u>Friday, February 10, 2023, 2pm EST</u> |
| Finalist Presentations        | March 2023                                |
| Project Operational Date      | July 1, 2023                              |

**Contact Information**

Questions concerning the RFP should be directed to:  
Susan Lindenmuth, Purchasing & Contracts Manager  
[slindenmuth@lccc.edu](mailto:slindenmuth@lccc.edu)  
Phone: 610-799-1151  
Fax: 610-799-1566

**General Instructions for Proposal**

- a. Proposal Content-A completed proposal must contain the following:
  - Appendix A-Requirements of Proposal (responses required)
  - Appendix B-Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.
  - Appendix C-Non collusion Affidavit

- Three (3) references

- b. Term & Renewal-The term of the Contract shall be for three (3) years, with the option to renew for an additional two (2) year term.

### **Preparation and Submission of Proposal**

Written proposals are to be received **no later than 2 PM on February 10, 2023** at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Ms. Susan Lindenmuth). Eight (8) copies of the proposals must be in a sealed envelope marked “Food, Beverage and Vending Service Operations Proposal” Electronic files will not be accepted.

- a. Questions: Any questions regarding the information contained in this Request for Proposal must be submitted in writing via email to [slindenmuth@lccc.edu](mailto:slindenmuth@lccc.edu) no later **2:00 p.m. EST on Wednesday, February 1, 2023**. Bidders may request clarifications or make other inquiries concerning this Request for Proposal or the requirements hereof. In your correspondence, please include: the Name of the Bidder, Street Address or P.O. Box Number, City, State, Zip Code, and Bidder’s email and phone number contact information. Please note in the email “subject line” “RE: RFP: LCCC Food, Beverage and Vending”. Communications with any representatives of the College about this RFP by your firm or your firm’s representatives concerning this RFP is not permitted during the term of the submission and evaluation process, except as specified herein. Communications regarding this RFP in any manner (except as set forth above) will result in the immediate rejection of your firm’s Proposal.
- b. Tour: There will be a non-mandatory tour of the main campus facilities on Friday, January 27, 2023. (Inclement weather date Monday, January 30, 2023).
- c. The tour will begin 1:00 p.m. EST. All vendors are strongly encouraged to attend the tour. If attending please confirm by contacting Shannon Helmer at [shelmer@lccc.edu](mailto:shelmer@lccc.edu) or 610-799-1857.
- d. Copies of this Request for Proposal: Can be obtained on the College’s Website at:

<https://www.lccc.edu/about-lccc/purchasing-at-lehigh-carbon-community-college>

### **Evaluation and Proposals and Award**

The College will award the contract to the responsive and responsible Bidder whose Proposal is most advantageous to the College. The College reserves the right to negotiate with and/or request best and final offers from selected bidder(s), as the College may deem appropriate in its sole and absolute discretion.

The issuance of this Request for Proposal creates no obligation on the part of the College, and the College reserves the right to reject any or all Proposals, or to waive any irregularity or informality in a Proposal or in the Proposal process. Award of the Request for Proposal by the

Board of Trustees will be based upon a comprehensive review and analysis of the Proposal(s) as to which best meets the needs of the College. The College will be the sole judge of the suitability of the Proposal, and the Bidder shall abide by its decision.

The College reserves the right to issue separate contracts for the components of this Proposal and to have separate contracts with providers outside the scope of this agreement.

### **Terms and Conditions**

The College's intention is to award a three-year term, with the option to renew for an additional two-year term, providing that service and quality remains excellent. The College has no obligation to renew the contract. By submission of a proposal, the Vendor agrees to abide by the terms and conditions of the proposal.

### **General Information**

Lehigh Carbon Community College is a community college with its main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

The college serves more than 10,000 credit and 4,300 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

**Appendix A**  
**Scope of Work**

**Executive Summary**

Lehigh Carbon Community College is seeking proposals from qualified corporate food service/vending management firms for the provision and management of one full-service cafeteria, three (3) coffee kiosks, catering, and snack/beverage vending services. **Companies may propose for part or all of the services requested.**

The College currently has three separate vendors providing these services. Vendor should clearly indicate the services that they are proposing to provide. Alternative/innovative delivery solutions to serve our college community will be considered.

The selected vendor(s) will provide a level of service to students, faculty, staff and visitors comparable to the finest auxiliary services operations and provide a service that is responsive to the needs of the College and its students. This mission will be accomplished by achieving customer satisfaction through a total quality management perspective.

The services may include, but not be limited to, the following:

- Food services (breakfast, lunch, early evening, food and beverage items)
- Main campus catering services
- Vending pre-packaged foods, snacks and beverages

Annual Sales for Fiscal Year 2021-2022 are listed below:

|                |               |                 |
|----------------|---------------|-----------------|
| Cafeteria/Café | \$173,325     |                 |
| Catering       | \$102,731     |                 |
| Vending:       | <u>Snacks</u> | <u>Beverage</u> |
| Main           | \$29,123      | \$17,932        |
| Allentown      | \$4,189       | \$3,194         |
| Tamaqua        | \$2,443       | \$1,116         |

**Scope and Requirements for Proposal**

**Food, Beverage and Vending Operations**

It is the College's desire to contract with a qualified vendor(s) who is/are capable of successfully providing food, coffee kiosk services and pre-packaged foods, snacks and beverage vending services and catering services at the Schnecksville campus and providing coffee kiosk services and pre-packaged foods, snacks and beverage vending services, at the Allentown and Tamaqua campuses. These services may include management of the cafeteria at the Schnecksville campus.

The vendor will be responsible for providing all labor, including management; supplies, materials, and additional equipment (excluding built-in fixtures) necessary to provide the services as specified herein and in the proposal response.

It is the College's intention that the food services program should complement the College's educational mission and to serve the students and the staff. To accomplish this, the Vendor is requested to:

- a. Disseminate information and feature displays which educate consumers in becoming better informed and in developing healthier habits, e.g., nutritional requirements, nutritional content of foods served, and recognizing deceptive packaging and labeling of food products.
- b. Employ environmentally sound practices which will further the Colleges' and the District's efforts in recycling, water and utility conservation including composting efforts.
- c. Work with the College's facilities department to promote recycling and to control waste products. In consideration of the environment, the College wishes to cut waste and improve with recycling efforts. At a minimum, biodegradable paper and plastic products are mandatory; Styrofoam products shall not be used.
- d. Provide a good working environment for their employees.
- e. Endeavor to employ students enrolled at the colleges whenever possible.
- f. Participate in the college's webpage and newsletters to advertise catering menus, daily specials and convey important information to the college at-large.
- g. Labeling in a manner that clearly shows all food ingredients.

### **Staff**

The Vendor shall assign a full-time qualified manager, employed directly by the Vendor (**no sub-Vendors are permitted**), interviewed and approved by the College, who shall be responsible for efficient operation of all food service, catering, and vending. The manager shall be "on call" and shall be responsible for operations of the Vendor under the Contract. The Vendor must provide contact information for local management who will be "on call" at all times to address needs as they arise.

The Vendor shall, at all times, maintain an adequate staff of employees to assure efficient operation and will provide proper supervision. Only employees acceptable to the College will be assigned for duty. The Vendor will require their employees to comply with instructions pertaining to conduct and building rules and regulations. The Vendor shall provide its employees with proper instruction and training in customer relations and functional job-related skills. The Vendor agrees to employ, train and promote as much student labor as practical in its operations, provided that the Vendor shall determine, in its sole discretion, the amount of such student labor that it may practically train and employ. The Vendor shall be responsible for providing food handler certificates and/or other licensing/certifications as required by law and shall make such records available for review upon the College's request.

The Vendor shall require that all food service personnel wear clean, distinctive uniforms, and shall follow general food service industry established hygiene practices in food handling. The Vendor shall be responsible for the supervision, direction and annual safety training for his/her employees in Food Handling Safety, Right to Know, Blood-borne Pathogens, and Hazardous

Waste training. All equipment used by the Vendor shall be always maintained in safe operating condition, free from defects or wear, which may not in any way constitute a hazard to any person or persons on college property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on college property.

The Vendor shall immediately honor any request by the College for removal of any of the Vendor's employees who are deemed unsuitable by the College for any reason.

### **Access to Facilities**

The College shall entrust the Vendor with duplicate keys to the food service areas. The Vendor shall have control of the entrances and exits of the cafeteria/kitchen and will assure that the same are locked and unlocked at such times as will accommodate all uses of the food service location and otherwise maintain the locations' security. Should campus officials need to unlock any access to the food service location, re-securing same area will become their responsibility. The College will have the right to enter the location and all parts thereof at all times. If the College decides to change any of the locks on any of the doors in or about the food service location, it shall provide duplicate keys for such new locks to the Vendor. The Vendor shall not change the locks on any doors. If the Vendor loses any of the keys that are entrusted to it, the Vendor is responsible for the cost of changing any and all locks or similar devices.

### **Food and Beverage Service**

College students and staff require quality food at reasonable prices. Offerings are desired that are "quick to eat" and in the "grab-n-go" category such as a pre-made wrapped sandwiches, burritos, noodle soups or burgers with fries. In addition, staff and the students desire diverse, healthy and fresh food offerings. The college expects that a diverse and changing menu will be provided with seasonal updates and attention to special holidays. Proposals should include a plan to address the food needs of students as the number one customer and should also include ideas on how to satisfy the faculty and staff of the college. Serving lines are to be well-staffed with adequate personnel. A sufficient quantity of menu items should be available throughout the entire serving period. Menus should include gluten free, vegan and vegetarian options.

All food shall be garnished for attractive presentation. Food items at service stations and salad bars shall be readily identifiable with attractive and individual labels. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Vendor shall be Serve-Safe certified and adhere to general food service industry guidelines.

Food shall be prepared and cooked the day it is to be served and as close to the meal period as times permits. Leftover foods will be kept to a minimum, properly stored (dated, refrigerated and served within 24 hours, or frozen). Non-frozen leftover food shall only appear as an extra item and should be disposed of after the 24-hour period. Frozen leftovers such as beef, poultry, and pork items should only appear on the menu as reworked items.

### **Catering**

The College expects the Vendor to provide the very finest catering program to both the college and local community. The catering rights will be granted on a non-exclusive basis, and the Vendor's proposed program must earn business by providing the best quality, prices and service.



Catering events on campus range from coffee breaks, pizza, and sandwich delivery to luncheons, formal receptions and dinners.

Vendor must demonstrate the knowledge, experience, and capability necessary to meet the College's full range of catering needs. The College will expect its food services partner to provide high quality catering services for a variety of College and outside events. Services should include event planning and coordination, as well as, competitive pricing. In addition, the Vendor will be required to market the facility, along with the College, to encourage outside parties to use facilities for conferences, parties, meetings, dances and other such events. The Vendor must provide a full formal catering menu and a description of how to manage functions from initial inquiry through execution to completion.

There are distinctly different levels of service to be provided to the College. The Vendor will provide a basic catering guide with available items and prices. All prices will include all costs associated with a given service. Catering guides shall include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, chinaware service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out. The Catering Guide shall also include a statement that the Vendor will work with customers to create custom menu choices. Any request for change in catering brochure pricing structure by the Vendor must be submitted in writing to College representative and will be subject to prior approval.

The Vendor shall conduct the catering services operation in a safe, efficient and sanitary manner. The Vendor shall comply with any and all applicable laws, ordinances, rules and regulations affecting the operation of the food service.

The college, as represented by official college student clubs and college activities, reserves the right to hold food sale fundraisers.

### **Vending/Beverage Services**

The Vendor shall provide pre-packaged foods, snacks and beverages. Pre-packaged items may consist of products such as sandwiches, chips, candy, cookies, mints, soft drinks, energy drinks, and bottled water.

### **Cleanliness**

The Vendor shall be responsible for cleanliness of the kitchen, including facilities and fixed equipment, preparation and serving areas. Sanitation grades less than 100% will be unacceptable, and negligence in sanitation will result in contract default on the Vendor's behalf. Appropriate College staff shall be assigned to examine sanitation reports and perform spot checks on the Vendor.

### **Health Regulations**

The Vendor is required to maintain all appropriate health regulations and exceed the average of inspection reports. Further, the Vendor will keep the kitchen the coffee kiosks orderly and spotless. This is the sole responsibility of the Vendor and is not a service provided by the

College. The appropriate College staff assigned will make random inspections throughout the contract period and will vigilantly demand excellence in cleanliness. The College will furnish maintenance staff as required for the proper maintenance and repair of facilities base building functionality. It is the Vendor's responsibility to maintain the fixed equipment used in the operation thereof, in conjunction with established College procedures. If equipment is inadequate or failing, the Vendor should submit a written request for replacement and work directly with the college Maintenance and Operations department to determine the appropriate strategy for repair, replacement or upgrades.

Please initial in the attached space below to show that your firm understands this statement and is willing to be responsible for cleanliness and operational upkeep of equipment: \_\_\_\_\_

### **Rules and Regulations**

The Vendor agrees to comply with any and all rules and regulations of the College, now or hereafter promulgated, regarding food or catering services. The College reserves the right to make and enforce such reasonable rules and regulations as in its judgment may be necessary or advisable from time to time to promote safety, care and cleanliness in the food service areas.

### **Marketing**

The Vendor shall not use the name of the College in any way, including on paper cups, paper plates, napkins, matches, vehicles or condiments unless approved in writing by the College. All design, advertising and lettering of textile or paper goods shall be subject to approval by the Office of College Relations.

The College agrees to use available information networks to promote menu offerings. The vendor may submit monthly/weekly menus and special events for distribution to students, faculty and staff via college information networks. The Vendor will restock advertised menu items regularly.

### **In-Kind Contributions/Sponsorship/Scholarship**

Vendor is to include in proposal any proposed in-kind contributions in the form of complimentary hosting of college gatherings, such as awards banquets or student receptions. The exact number of in-kind contributions or scholarships is negotiable but should be part of the Vendor's proposal and is considered to be an indication of the Vendor's commitment to the mission of the college.

### **Communication**

The Vendor is expected to communicate with the College at least 60 days in advance of price changes, tax changes, and changes to the menu. Additionally, the College expects the Vendor to abide by all state and local health department regulations and procedures. The Vendor is expected to communicate with the College with any violations noted during health inspections within 5 days of the visit. The Vendor's Food Services Manager is expected to post inspection reports in a visible area (location to be determined by the College). To ensure effective communication between the Vendor and the College, the Vendor will be expected to attend meetings as required by College administration.

The Vendor shall conduct a specific program of inquiry through campus “how did we do?” comment cards to determine the level of satisfaction of the college community with the food services offered. The results of this self-evaluation and feedback process shall be shared with the College President on a regular basis.

### **Operating Hours**

The Cafeteria and Coffee Kiosks are open during the fall semester, spring semester, and summer sessions. Catering services are often requested during semesters, summer session, as well as, periods in between. The College has an open campus and the community is welcome to utilize the cafeteria, coffee, and caterings services. The Vendor should indicate proposed hours of operation.

### **Operational Costs to Vendor**

- a. Food products and kitchen supplies.
- b. Kitchen/Food Preparation/Food and Beverage/Utensils.
- c. Taxes, insurance, and labor, including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance.
- d. All linens, towels, and laundry service, and disposable supplies including biodegradable paper plates and plastic products including cups and utensils.
- e. Uniforms.
- f. Routine sanitation and cleaning of kitchen, serving areas and service equipment necessary to the operation of food services.
- g. Chinaware, glassware, silverware.
- h. Telephone expenses and office supplies.
- i. Garbage and trash removal requirement

### **Accounting**

The Vendor shall be responsible for collection, retention and accounting of all monies from sales in the food service operation. The Vendor shall maintain financial procedures and record-keeping in accordance with generally accepted accounting principles and shall make said financial records and supporting documents available for inspection, reproduction and audit by the College at its request.

The Vendor shall maintain separate records and shall remit to the College monthly payments or commissions by the fifteenth (15th) of the month following the close of each month accompanied by a monthly profit and loss report.

The College expects the Vendor to use a mobile ordering and pay option and a networked cashiering point-of-sale system. Vendor must accept credit and debit cards. Vendor shall provide itemized receipts to customers upon request. Vendor must allow College to purchase catering and student voucher cards via purchase orders. The College expects access to reports that show peak and slow hours and all sales data.

The accounting period for the operation of food services shall be a fiscal year July 1-June 30, and all accounting records and statements will be based upon that period. The Vendor shall supply the College with an annual Profit and Loss Statement by July 31 each year. The College reserves

the right to request a copy of audited annual financial statements.

**Late Fee**

If payment is not received within 45 days of due date, there will be a late fee of 10%. Continued failure to pay commission by the due date, may result in termination of contract.

**Other**

Describe any other functionality or service your company can provide that is not included in this proposal.

**RFP Evaluation and Scoring**

Proposals will be evaluated according to criteria related to college needs and the willingness of Vendors to partner with the college. The quality and variety of the menu, student/staff satisfaction measurement methods, the company’s management, staffing, financial stability, and financial terms will be considered.

The College will expect proposals to include responses to questions regarding the quality, nutritional value, comprehensiveness, variety, ethnicity and cost of menu items proposed, method of delivery and hours of operation, proposed staffing plans and commitment of on-site management and the credentials of unit management personnel, including the Vendor’s culinary education.

The College expects the Vendor to provide comprehensive financial information, a proposed commission schedule and financial contribution offered to cover cost of pro-rated utilities (electricity, gas, and water) for operation of food services.

The College expects the Vendor to provide a proposed method of self-evaluation to ensure the food services program continues to meet the changing needs of the college community and a projected schedule for implementation of services by the beginning of the fall semester, 2023.

The College will consider responses of former and current clients in terms of expectations, delivery of services, quality of food services and staff, compliance with state and local health regulations, adherence to schedule, ability of Vendor’s management to converse verbally and in writing with people of diverse cultures, and general overall satisfaction with Vendor performance.

The financial stability of the company and capability to perform a contract of the scope required and previous experience of the Vendor in providing food services similar in nature and scope to other comparable agencies will be an integral part of the College’s evaluation process.

1. Company Information - 10 points (1 point each)
  - a. Provide a letter of intent summarizing in a brief and concise manner, the Vendor’s understanding of the scope of work. The letter must be signed by an official authorized to make such commitments and enter

into a contract with Lehigh Carbon Community College. The letter must include the officer's title authority. The letter should not exceed two pages in length.

- b. Provide the main contact person and whom to notify as to short-listing, oral presentations, and recommendation of award. Include contact person's phone number, fax number, and email address.
  - c. Identify the type of business entity involved (e.g., corporation, sole proprietorship, partnership, joint venture, etc.) If Vendor is a corporation, provide a copy of the certification from the Commonwealth (or other state) Secretary of State verifying Vendor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the Commonwealth of Pennsylvania.
  - d. Provide a listing of office locations where national and/or regional personnel are located.
  - e. Provide a brief history of company, including number of years in business.
  - f. Provide a description of the standard services offered by the company.
  - g. Provide a listing of professional organizations of which the Vendor is a member.
  - h. The prospective company must provide documentation of insurances required, as well, as all licenses required by the Commonwealth of Pennsylvania to perform the duties to be provided.
  - i. The prospective company must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification.
  - j. Disclose the number and type of instances, by account for the past two years, in which accounts under the supervision of the proposed District Manager and/or Food Service Director/Manager received unsatisfactory ratings from the regulating health department.
2. Qualifications and Experience - 12 points (3 points each)
- a. Provide a brief statement of qualifications that includes the company's size, geographic location in relation to the project, and the office that will support the contract for this project.
  - b. Include information regarding previous or current contracting experience with any community colleges or other public/education agencies in Pennsylvania.
  - c. Provide a list of all accounts cancelled or not renewed in the last five (5) years. Include contact names and telephone numbers, length of service at each account, and reason for cancellation/termination.
  - d. Vendor must furnish a representative client listing of up to three (3) current clients that the College may contact (include the name, phone number and email address of the current primary contract representative and the date the account was acquired). The College prefers that the client references be similar to Lehigh Carbon Community College's student population.

3. Food Services (Manned cafeteria and/or kiosk) - 9 points (3 points each)
  - a. Outline plan to provide everyday food service for students, staff, faculty and guests. Include proposed cafeteria menu with portion and pricing information.
  - b. Describe any national, regional, and/or proprietary concepts proposed related to food services for educational institutions.
  - c. Describe any special promotions, advertising, merchandising, special services, menu enhancements, marketing plan and other features proposed.
  
4. Catering Services - 9 points (3 points each)
  - a. Submit an assessment and specific catering plan proposal including:
    - Catering guide to include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, chinaware service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out.
    - Staffing levels per customer for seated service lunch and dinner functions, as well as, for receptions and buffet service.
  - b. Provide a detailed marketing plan to be implemented which will support the attainment and retention of catering customers. Describe how a successful non-exclusive catering program will be built and maintained. The program must earn business by providing the best quality, prices and service.
  - c. Describe Vendor experience with catering. Include overview of experience working with student clubs and organizations regarding catering and food service.
  
5. Vending/Beverage Services - 9 points (3 points each)
  - a. Outline plan to provide vending/beverage service for students, staff, faculty and guests. Include proposed menu items with pricing information.
  - b. Describe number and location of stations and/or vending machines proposed.
  - c. Describe any special promotions, advertising, merchandising, special services, menu enhancements, marketing plan and other features proposed.
  
6. Creative Ideas - 10 points
  - a. Submit any creative ideas specific to Lehigh Carbon Community College, or which are used in comparable situations to enhance food service participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.

7. Staffing and Supervision - 10 points (2 points each)
- a. Indicate the number of personnel proposed to staff the college location. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes for those in management positions. Provide position descriptions for those not in management positions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing
  - b. Contract Manager/Site Supervisor: list experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.
  - c. Include statements regarding employment policies to include, but not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting. The successful Respondent will verify that personnel assigned to the College are citizens of the United States of America or individuals who have been lawfully permitted to work in the United States of America as evidenced by documentation from the Immigration and Naturalization Services.
  - d. Indicate proposed hours of operation. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
  - e. Identify the location of your home office and the specific office that will have direct responsibility for the Lehigh Carbon Community College's food service program.
8. Quality Assurance/Sanitation/Safety - 10 points (2 points each)
- a. Submit a plan to provide quality assurance with respect to all aspects of the campus food program. The plan should include:
    - Corporate, regional and local area visitation schedule by job title
    - Length of visit and who will be called upon
    - Follow-up procedures for customer complaints
    - A plan for ongoing, as well as, periodic customer service monitoring
    - Forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and related tasks
    - Provisions to provide pro-active attention to customer needs
  - b. Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the food service facility.
  - c. Outline sanitation and safety self-inspection procedures for food service operations. Provide a sample copy of any checklist used

- during inspection.
- d. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling), and secure food service environment.
  - e. Provide a brief description of your company's overall policy/philosophy regarding Environmental Sustainability. Describe the company's environmental sustainability program and how it would be incorporate at the College campus.
9. Financial Capability - 3 points (1 point each)
- a. Include the Balance Sheet, Income Statement, and Cash Flow Statement from the prior two (2) fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation. Complete audited financial statements are preferred.
  - b. Include a list of comparable type and size community college accounts in Pennsylvania along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.
  - c. Indicate whether your firm has filed for bankruptcy within seven (7) years.
10. Financial Proposal - 8 points (2 points each)
- a. The Respondent should propose a financial offer to Lehigh Carbon Community College, which may include a minimum guarantee, commission on net sales, profit sharing and/or other value-added programs. "Net Sales" shall be defined as all sales less sales and use tax. Commissions should be broken out by cafeteria, vending and catering.
  - b. Describe customer payment options and student voucher purchase process.
  - c. The Respondent shall describe what in-kind services they are prepared to provide to the College. Further, please indicate any scholarships or other types of support your organization is willing to propose to support the mission and goals of the College.
  - d. Vendor shall also submit a year-one pro forma financial statement of revenues and expenses for the food service operations. Revenues should be broken out by cafeteria/vending/catering, etc. The food service proforma statements are to include only those revenue and expense items directly associated with the Lehigh Carbon Community College.



**Appendix B**  
**Vendor Proposal Form**

TO: LEHIGH CARBON COMMUNITY COLLEGE

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL I.D.#: \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

Verify receipt of:            Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
   Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
   Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Checklist:     Responses to Requirements of Proposal  
                     Vendor Proposal Form  
                     Non collusion Affidavit

**Appendix C**  
**NON COLLUSION AFFIDAVIT**

State of \_\_\_\_\_:

County of \_\_\_\_\_: s.s.

I state that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. \_\_\_\_\_ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:  
  
\_\_\_\_\_

I state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signatory's Printed Name)

\_\_\_\_\_  
(Signatory's Title)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”) is made and entered into as of the XX day of XXXXXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the “College”), and XXXXXX, of XXXXXX (the “Contractor”).

### **BACKGROUND**

**WHEREAS**, Contractor has extensive expertise and training in XXXXXXX; and

**WHEREAS**, the College desires to engage Contractor to provide XXXXXXXX to the College upon the terms and conditions set forth herein; and

**WHEREAS**, Contractor is willing to provide XXXXXXX to the College upon the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein as if fully set forth at length.

2. **SERVICES.** Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXXXXX to the College as set forth on Schedule “A” attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor’s sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor’s discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. **COMPENSATION.** The Contractor’s compensation for services rendered hereunder shall be as set forth on Schedule “B” attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor’s services hereunder except for those expressly set forth on Schedule “B” attached hereto.

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on XXXXXXXXX and end on XXXXXXXXX unless otherwise terminated by either party in accordance with this Agreement.

B. Termination. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. AFFIRMATIVE COVENANTS OF CONTRACTOR. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the College; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall

devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE. Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to

Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.

B. Contractor shall and does hereby unconditionally and irrevocably assign to the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.

E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the

parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. Budget Approval. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.

J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the day and year set forth above.

**COLLEGE:**

**LEHIGH CARBON COMMUNITY COLLEGE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**SCOPE OF SERVICES**



**SCHEDULE "B"**  
**FEES**