

**INSTRUCTIONS AND CONDITIONS
FOR
CAFETERIA SERVICES
AT
THE SANTA CLARA COUNTY OFFICE OF EDUCATION**

RFP 01-24-25

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, San Jose, California, hereinafter referred to as the SCCOE, will receive up to, but no later than, **Monday, April 15, 2024, at 3:00 p.m.** sealed proposals for the award of a contract for **RFP 01-24-25 - Cafeteria Services** from interested parties hereinafter to referred to as the Contractor. Proposals shall be addressed to Jas Sohal, Purchasing Manager, and submitted to SCCOE's Purchasing Services at 1290 Ridder Park Drive, San Jose, California 95131 at the date and time stated above.

I. BACKGROUND INFORMATION

The SCCOE is soliciting proposals from qualified vendors to provide comprehensive food, dining, and catering services for its Ridder Park campus. With approximately 500 staff members on-site and additional 100 or more staff off-campus, along with 31 school districts convening at Ridder Park for various training and meetings, the SCCOE requires a vendor capable of meeting diverse culinary needs to meet various dietary needs.

The selected vendor is expected to deliver services at a level commensurate with the highest standards of auxiliary service operations, ensuring responsiveness to the needs of staff, visitors, and the SCCOE community. This entails customer satisfaction through total quality management principles and operation of a production kitchen, encompassing cafeteria and catering services. As an integral component of the Santa Clara County Office of Education (SCCOE) facilities, the SCCOE cafeteria functions as a production kitchen essential for meal preparation. It is highly recommended that meals be prepared and cooked within the SCCOE cafeteria premises whenever feasible and not solely consist of pre-packaged or mass marketed/branded items.

The SCCOE seeks to identify and retain one qualified Contractor to prepare and serve breakfast, lunch, snacks, and beverage services at the Ridder Park campus to include catering services. This RFP is the means for Proposers to submit their qualifications and request selection as a Contractor for these services. The contract term is initially envisioned as one year, with the possibility of annual extensions up to five (5) years, starting on or around May 13, 2024.

To make this agreement mutually beneficial and to keep the food pricing reasonable for SCCOE, the SCCOE will provide facilities, utilities, equipment at no cost to the contractor.

- Facilities:
 - Kitchen Area, 750 sq ft (includes dry storage and office)
 - Serving Area, 1700 sq ft (includes salad bar)
 - Dining Area, 4600 sq ft (newly renovated and includes dining furniture)
 - Courtyard Area, 2700 sq ft (includes outdoor seating area)
- Equipment: Please see attached equipment list.
- Equipment Maintenance: The SCCOE will maintain, repair, and upkeep all machines and equipment provided by the SCCOE.

The SCCOE does not guarantee a specific volume of work, total amount, or order value under the awarded contract. There will be no restriction on the number or value of orders issued under the agreement.

II. SCOPE OF SERVICES

The SCCOE's cafeteria kitchen is located at the Ridder Park campus and the Cafeteria Services operation shall provide staff and guests with a variety of menu items to meet various dietary needs (e.g. gluten-free, vegetarian, etc.), consistent food quality, fast service, and good value. The operation must be designed to be self-supporting and able to generate income for both the Contractor and the SCCOE. The Contract shall provide breakfast and lunch meals, snacks, and beverage services to SCCOE staff and guests during operational hours.

The Contractor will be asked to provide the SCCOE with the following work:

- Menu Selection for breakfast, lunch, snacks, salad bar and beverages

A. SERVICE REQUIREMENTS

- The Contractor(s) shall offer a full range menu featuring varied hot and cold entrees, sandwiches, soups, grill items and must include selections that can accommodate dietary restrictions (e.g., vegan, vegetarian, gluten-free, nut allergies, etc. ...) and fresh fruit and salad options. Cold and hot water, and ice are available through the SCCOE cafeteria.
- Contractor agrees to keep an inventory and monitor replenishment of the following:
 - Sustainable, eco-friendly paper plates, eating utensils, cups, boxes and paper napkins.
 - Supply of seasonings, regular and decaffeinated coffee, teas, sweeteners
- Contractor will provide Point-Of-Sale System (POS) that will have the following features:
 - Contactless payment terminal supporting mobile pay apps.
 - Online ordering for select café menu items.
 - Real-time reporting on café sales and guest counts
- Contractor will provide a good working environment for their employees.
- Contractor will participate in the SCCOE's webpage to advertise weekly menus, daily specials and other pertinent information regarding cafeteria services.
- Contractor shall submit with their proposal, evidence/samples of marketing programs (e.g. special pricing, discount offers, holiday promotions) for distribution within Ridder Park.
- Contractor shall submit with their proposal, how high food quality is maintained at salad bar, and with proteins. Describe how it is ensured that fresh, local, and sustainable ingredients are used, and purchased from reputable sources.
- All Contractor employees shall maintain a current certification through the National Restaurant Association, (Serve-safe program) and copies of the certificate shall be provided to the SCCOE prior to May 13, 2024. The Business License, Health Permit and all other pertinent certificate shall also be posted in clear view in the cafeteria prior to start date of May 13, 2024.

B. SERVICE RECOMMENDATIONS:

- Communicate information and feature displays which serve to educate consumers in becoming better informed and in developing healthier eating habits (e.g., nutritional requirements, nutritional contents of foods served, packing and labeling of food products, etc.)
- Support and comply with the SCCOE's efforts in recycling, water, wastewater, and utility conservation.
- Support and comply with Senate Bill 1383 Organic Waster Requirements.
- Support and adhere to SCCOE's initiative and dedication to environmental sustainability by providing boxed or aluminum beverages for purchase in lieu of plastic bottled beverages. Exclusively offer beverages in boxed or aluminum containers in the cafeteria and catering events.

C. SITE REQUIREMENTS:

- The SCCOE will provide utilities (gas, electric and water) and existing cafeteria space rent-free. The cafeteria has existing equipment listed in Attachment "A". The Contractor will take reasonable care of all SCCOE provided equipment. The SCCOE shall maintain, repair, and upkeep all machines and equipment provided by the SCCOE.
- The successful Contractor shall pay for all "wet" garbage service. The SCCOE shall pay for all dry garbage. Contractor shall fold/breakdown all cardboard boxes prior to placing them in the trash containers.
- Tables and chairs to seat approximately two hundred people have been furnished by the SCCOE. The interior dining room has 150 seats and exterior courtyard has 50 seats. The Contractor shall be responsible for keeping the tables, chairs, and floors always clean.
- Sanitation grades, less than Grade A, will be unacceptable and negligence to sanitation will result in contract default on the Contractor's behalf. The SCCOE is charged with the task to examine sanitation and perform spot checks on the Contractor.
- The Contractor shall be responsible for housekeeping and sanitation in the food preparation, storage, and internal serving areas.

- The Contractor shall provide marketing and branding on items such as signage, menu boards and seasonal decorations to suitably create an acceptable dining environment.

D. CAFETERIA HOURS OF OPERATION

Service personnel from Contractor will attend the SCCOE premises throughout the cafeteria's operating hours of 7:30am to 3:00pm. The cafeteria shall open at 7:30am and remain open to customers until 3:00pm.

III. MANDATORY SITE WALK-THROUGH

A walkthrough of the cafeteria site at **1290 Ridder Park Drive, San Jose, California 95131** is scheduled for **Friday, April 5, at 3:30pm**. This will be the only one held, thus your attendance is mandatory. Each Contractor shall have examined the work site before submitting their proposal and shall have full knowledge of all facilities affecting the services required which may not be particularly described herein. No variation or allowance from the contractor's proposal will be made because of lack of such examination or knowledge.

- All vendors will enter and check-in at the front lobby and exit the facility through the front main doors only.
- ALL VENDORS must be escorted from the lobby to the cafeteria area by a staff member. At the end of the meeting all persons must be escorted from the cafeteria area back to the lobby to exit.

IV. PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive.

A. TECHNICAL PROPOSAL

- **Company Information.** Legal name, business address, phone, and fax numbers. Proposer's name, address, telephone and fax numbers, and federal tax identification number (as shown on tax returns). *** Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.*
- **Physical location.** Corporate office location.
- **History.** Provide a brief history of your company. Include management philosophy, length of years in the café and catering business, annual volume of café and catering business, and industry associations to which your company belongs.
- **Staffing.** Indicate staffing level and an organization chart identifying the members of your team, their roles, responsibilities, lines of authority and knowledge necessary to complete this project.
- **Key staff resumes.** For each key staff member of the Proposer's café and catering team: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- **Designated representative.** Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- **References.** Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar café and catering services. The SCCOE may check references listed by Proposer.
- **Methods and Plans**
 - **Method.** Describe your proposed method to complete the food service.
 - **Customer Satisfaction Plan.** Describe the plan you will implement to ensure continued customer satisfaction throughout this engagement. Include items such as guarantees, client surveys, problem escalation procedures, and periodic meetings with the SCCOE Purchasing Manager.
 - **Invoicing process.** Describe your proposed invoicing process.
 - **Menu options.** Submit an assortment of several cold lunch menu options, as well as any hot lunch menu options (desired but not a requirement), several cold and hot breakfast menu options, coffee service option(s). Menus should be creative and flexible. They should have the potential to rotate every 6 to 12 months.
- **Dietary restrictions**
 - Packaged menu options must include selections that can accommodate dietary restrictions (e.g., vegetarian, gluten-free, vegan, nut allergies, etc.).

B. COST PROPOSAL

The following information must be included in the cost proposal:

- **Pricing:**
 - Breakfast items on menu
 - Lunch items on menu
 - Daily specials
 - Coffee, Tea, Specialty Coffee

The lower cost option will be viewed favorably for the purpose of this RFP. All interested Proposers are encouraged to submit their best available proposed pricing for consideration.

- Sales tax will be paid separately from cost per meal per person.
- Pricing on all saleable items shall be firm for the term of the contract.
- Price increases will only be allowed upon mutual consent of contractor and SCCOE.

V. OFFER PERIOD

Price, terms, and conditions of the proposal is considered valid for 60 days from the date that proposals are opened by the SCCOE, unless the offering party in writing allows for a longer period.

VI. INTERVIEWS AND NEGOTIATIONS

Interview. The SCCOE may conduct interviews with Proposers to clarify aspects set forth in their proposals to finalize the contract terms and conditions, including cost, or to assist in finalizing the ranking of top-ranked proposals. Interviews may be conducted in person, via Zoom or by phone. If conducted in person, interviews will be held at the SCCOE's Ridder Park campus. The SCCOE will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The SCCOE will notify eligible Proposers regarding interview arrangements if an interview is requested.

Menu Tasting. The SCCOE may conduct Menu Tasting. If the Menu Tasting is necessary, it will be for the top 3 ranked Proposers only, to present in person at the SCCOE, a tasting of several items from the proposed breakfast and lunch menus. Delivery, presentation, and food quality and portion size will be assessed by the evaluating staff. All expenses associated with this tasting shall be borne by the Proposer. The SCCOE will notify the top-ranked Proposers regarding the tasting arrangements according to the scheduled date specified above.

VII. SUBMISSIONS OF PROPOSALS

Questions regarding proposal procedures may be directed to Jas Sohal, Purchasing Manager, via email at jsohal@sccoe.org

Qualified Contractors are invited to submit three (3) sealed copies of their proposals via mail or courier addressed to:
Jas Sohal, Purchasing Manager
Purchasing Services
1290 Ridder Park Drive, San Jose CA 95131

Sealed proposals must be received no later than **3:00pm on Monday, April 15, 2024.**

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Contractor's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

If a Contractor is unable to submit a proposal, kindly return the proposal and/or Bidders Questionnaire stating reason; otherwise, your name may be removed from our proposal list.

VIII. SUBMITTAL CHECKLIST

A responsible proposal is one which includes as part of its response sufficient data to prove compliance to the specifications. A proposal not containing the following data may be disqualified.

1. List of Bay Area References (minimum of 3)
2. Implementation Timeline

3. Pricing/Portion schedule
4. Marketing Programs
5. Staffing Proposal
6. Licensing information – i.e., City of San Jose, State of California, Department of Consumer Affairs, State of California Contractor’s License
7. Proposal sign-off by an authorized agent for your Contractor

Proposal results are available for inspection in the Purchasing Office, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131 at the conclusion of the evaluation period.

IX. BILLING AND PAYMENT INFORMATION

Any questions or concerns regarding payment of bills should be directed to the SCCOE’s Purchasing Manager.

X. GENERAL TERMS AND CONDITIONS

TAXES, CHARGES, AND EXTRAS

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Santa Clara County Office of Education, will be paid unless expressly included and itemized on the proposal.

QUALIFICATIONS

All companies may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the Santa Clara County Office of Education, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

AWARD OF CONTRACT

All Proposals will be evaluated according to criteria listed below. Evaluation will be conducted by a committee composed of SCCOE employees from various disciplines and purchasing personnel. Although evaluations of certain criteria may, by its nature, be subjective, the proposed goal of this procedure is a fair and objective examination of the capabilities of all companies. Finalists will be asked to prepare a presentation for the evaluation committee.

CRITERIA FOR EVALUATION

1. Number of existing customers/clients receiving similar services in the South Bay area.
2. Reference letters from existing South Bay customers with contractor’s service, quality of food etc...
3. Pricing schedule. Please include pricing from all food categories (including catering items) and corresponding portion sizes or menu with items with brief description of portion size and pricing.
4. Qualifications of proposed Cafeteria Manager and staff.

SELECTION FACTOR	WEIGHTING %
Price	40%
Number of Existing Customers	20%
Reference from existing customers	15%
Management & Staff	25%

The Santa Clara County Office of Education reserves the right to reject any or all proposal and to waive any informalities and/or irregularities in proposals received and to be the sole judge of the equipment and services offered.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from the date that proposals are opened by the SCCOE, unless the offering party in writing allows for a longer period of time.

MODIFICATIONS

Changes in or additions to the Proposal Form or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of your proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered, and a mailed modification may be considered only if the postmark evidence that a confirmation of the transmittal duly signed by the Contractor was placed in the mail prior to the proposals being due.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

WITHDRAWAL OF PROPOSAL

Companies may withdraw their proposal either personally, by written mail request, or by e-mail request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposal.

WORKERS' COMPENSATION

In accordance with the provisions of Sections 3700 of the Labor Code, contractor shall secure the payment of compensation to employees. Contractor shall sign and file with Owner the following certificate prior to performing the work under this contractor. "I am aware of the provisions of Sections 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The contractor will provide certificate of insurance to the Purchasing Manager.

CONTRACTOR/SCCOE COMMUNICATIONS

1. An on-site manager and/or assistant manager (or equivalent) responsible for all cafeteria operations shall be always present.
2. Contractor shall obtain SCCOE written approval for any proposed changes in pricing from the Purchasing Manager or menu selection prior to implementation.
3. Contractor and representative of parent contractor shall be available to meet with SCCOE representatives or liaison within 5 working days to resolve problems which may emerge and 24 hours response for immediate safety and health issues.

CATERING:

The cafeteria services provider is the exclusive caterer for most meetings and events at the Ridder Park facility throughout the term of the contract and as such they maintain the first right of refusal to provide services for all catering. If the cafeteria services provider refuses an order or not able to accommodate dietary restrictions (e.g. vegan, vegetarian, gluten-free, nut allergies, etc. ...) then an outside vendor may be used at the Ridder Park facility.

The grant of exclusivity for catering orders shall not apply to SCCOE programs in which federal and/or state laws require a bid process for services. This administrative regulation does not supersede the requirements set forth in federal or state laws that may prohibit a grant of exclusivity within a contract.

A catering order is considered any order for food/beverages for fifteen (15) or more people.

Catering events may take place during normal business hours, evenings, and weekends. The cafeteria services provider may charge a service fee for events beginning before regular business hours (before 7:00 a.m.) or evening (after 4:00 p.m.) and weekend catering events and may charge a delivery fee for off-site catering events. Additionally, the cafeteria services provider may charge a cancellation fee or a late order/change fee for orders placed after the lead times as established by the cafeteria services provider.

There is no requirement to use the cafeteria provider for meetings or events scheduled at off-site venues, even those not owned by the SCCOE.

Special events such as non-work-related department potlucks, barbeques, or celebrations are not required to use the cafeteria services provider, regardless of location.

Employees/departments are permitted to make small or incidental food purchases for meetings and are not required to order from the cafeteria services provider for a group of people less than fifteen (15).

PROFIT-SHARING

Contractor will pay to the SCCOE a 6% profit sharing percentage of all food products and other merchandise sold by the Contractor during the term of the Contract as set forth in the Contractor's proposal. All profit-sharing is to be based on gross revenues less sales taxes' wherever such tax is applicable. Profit-sharing is to be payable monthly and will be due by the fifteenth (15th) day of the month immediately following the close of each such calendar month. The SCCOE shall have the right to annually audit (at its own expense) the books and records of Contractor during regular business hours upon reasonable notice. In the event of any adjustments required by the findings of such an audit, the SCCOE shall be paid any deficiency or Contractor shall be entitled to a credit for the overpayment, on the next payment date. Contractor will be required to maintain comprehensive accounting records of all income, expenditures, and investments in accordance with generally accepted accounting practice. All accounting records are to be retained for the life of the Contract. Contractor shall submit to the SCCOE at the time of each profit-sharing payment in this section, a detailed written statement of sales (including ending month cash register receipts) and shall provide a summary of both catering and counter sales accordingly. Contractor shall submit all catering sales listing the invoice number, date of event, customer name, and total invoice amount. All payments are to be made in the name of the Santa Clara County Office of Education.

EQUIPMENT SAFETY STANDARDS

All equipment provided by the contractor shall fully comply with the Safety Orders of the State of California Division of Industrial Safety at the time of delivery and all standards and regulations pursuant thereto. Contractor shall consent to indemnify and hold harmless the SCCOE for any loss, damage, fine, penalty or expense whatsoever which the SCCOE may suffer because of failure of such equipment to comply with the Safety Orders and/or any standards and regulations pursuant thereto.

TERMINATION

The SCCOE will award the proposal to the successful contractor on the assurances by that Contractor that it fully recognizes the SCCOE's need and desire for good quality service, a minimum of complaints about the quality of services, that the needs of the SCCOE be met at the time of need, and that SCCOE personnel cannot afford the time to be continuously calling to the attention of Contractor its failure to service the SCCOE in a workmanlike manner. Contractor shall warrant and consent that essence of Contract is that the SCCOE will be a reasonably satisfied customer.

In the event of any violation of any term or provision of the Contract by Contractor, or in the event that the SCCOE should consider the quality of service as supplied by Contractor to be unsatisfactory, the SCCOE will notify Contractor in writing of the violation or the cause of the dissatisfaction and Contractor shall have ten (10) days from the date of mailing or personal delivery of such notice to commence action to remedy and cure such violation or cause of such dissatisfaction. If Contractor fails to commence action within that time fails to promptly eliminate such violation or cause for dissatisfaction, the SCCOE will have the right to terminate the Contract.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or subsequent contract shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

NOTICES

All notices required to be given pursuant to the terms of the Contract are to be sent by Certified Mail to Contractor at its address shown on its proposal and to the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131, or at such other place as either of the parties may specify in writing from time to time.

ATTORNEY'S FEES

If any action or proceeding should be commenced or defended by either party to the Contract to enforce or interpret any of its provisions, the prevailing party will be entitled to recover from the other party all costs and reasonable attorney's fees incurred in connection therewith.

PERSONNEL

All personnel necessary for servicing, supplying, operating, and maintaining the food service equipment and facilities are to be selected, trained, and supervised by Contractor. Contractor will be responsible for employees' appearance and behavior. The employees shall be paid by the Contractor and Contractor shall be responsible for complying with all applicable city, county, state and Federal rules, regulations, and laws relative to the employment, compensation and working conditions of employees. All such employees shall submit to periodic health examinations, test, X-rays, and inspections as reasonably required by the SCCOE. All Expenses incurred because of said examinations, test, X-rays, and inspections as shall be a charge against Contractor. And all employees shall be required to certify to the SCCOE, annually, by written documentation from a private doctor, hospital, or public agency that they do not have active tuberculosis. All personnel shall be bonded in an annual amount of not less than \$10,000.00.

MAINTENANCE OF EQUIPMENT

Contractor shall be responsible for the maintenance, repair and upkeep of all machines and equipment provided by the Contractor. The Contractor will take reasonable care of all SCCOE provided equipment. The SCCOE shall maintain, repair, and upkeep all machines and equipment provided by the SCCOE. Repair and/or replacement of all equipment provided by Contractor, resulting from vandalism, burglary, or any other cause or act, shall be the sole responsibility of the Contractor.

SAFETY AND INDEMNITY

Contractor shall be solely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. CONTRACTOR shall hold harmless, indemnify and defend SCCOE, its Board, officials, agents, and employees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or the sub-contractor. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTOR, its agents, servants or representatives.

The Santa Clara County Office of Education complies with the Santa Clara County Public Health Department guidelines for safe operations: [Businesses and Workplaces - Emergency Operations Center - County of Santa Clara \(sccgov.org\)](#) and [Cal OSHA COVID-19 Prevention Non-Emergency Regulations](#).

Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work as it relates to any [Cal OSHA COVID-19 Prevention Non-Emergency Regulations](#). The contractor will provide their Injury and Illness Prevention Program, IIPP to SCCOE that are in compliance with the [Cal OSHA COVID-19 Prevention Non-Emergency Regulations](#) and at minimum cover the following:

- Employers must address COVID-19 as a workplace hazard under the requirements found in section 3203 (Injury and Illness Prevention Program, IIPP),
- Include their COVID-19 procedures to prevent this health hazard in their written IIPP or in a separate document.
- Employers must provide face coverings and ensure they are worn by employees when CDPH requires their use.
 - COVID cases who return to work must wear a face covering indoors for 10 days from the start of symptoms or if the person did not have COVID-19 symptoms, 10 days from the date of their first positive COVID-19 test.
 - Employees still have the right to wear face coverings at work and to request and receive respirators from the employer when working indoors and during outbreaks.

- Employers must notify all employees, independent contractors, and employers with an employee who had close contact with a COVID-19 case.
- Employers must exclude COVID-19 cases during the infectious period from the workplace. [See CDPH COVID-19 Disease Control & Prevention](#)
- Employers must review CDPH and Cal/OSHA guidance regarding ventilation, including CDPH and Cal/OSHA Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments. Employers must also develop, implement, and maintain effective methods to prevent COVID-19 transmission by improving ventilation.
- Regardless of CDPH recommendations, employers must continue to make COVID-19 testing available at no cost and during paid time to all employees with a close contact, except for asymptomatic employees who recently recovered from COVID-19.
- In workplace outbreaks or major outbreaks the COVID-19 Prevention regulations still require testing of all close contacts in outbreaks, and everyone in the exposed group in major outbreaks. Employees who refuse to test and have symptoms must be excluded for at least 24 hours from symptom onset, and can return to work only when they have been fever-free for at least 24 hours without the use of fever-reducing medications, and symptoms are mild and improving.
- Please refer to the [COVID-19 Prevention – Non-Emergency Regulation What Employers Need to Know for additional information.](#)
- All contractors are encouraged to be fully vaccinated against COVID-19 and are required to follow the SCCOE COVID-19 requirements and protocols.

HEALTH INSPECTIONS

The Purchasing Manager shall be notified by the Cafeteria Manager upon notification of any health inspection (typically performed by the County of Santa Clara’s Health Department). The resulting report shall be provided to the SCCOE immediately upon its receipt.

SANITATION

Contractor shall clean and sanitize all equipment, machines and facilities daily including both the serving and eating areas.

TRANSFER OR SUBLEASE

No assignment, transfer, or hypothecation of the Contract may be made in whole or in part without the prior written consent of the Purchasing Manager.

LOSSES

Any losses of merchandise or to machines, including but not limited to those resulting from theft, fire, accident, and spoilage, shall be borne solely by Contractor. No deduction is to be made from the profit-sharing to be paid to the SCCOE as results of losses.

BUILDING MODIFICATIONS

If the SCCOE undertakes the modification of any building or structure in which equipment is installed, Contractor will be required to move, and re-install food service equipment owned by the Contractor at Contractor’s own expense. However, the SCCOE shall be responsible for the costs associated with moving and re-installing equipment owned by the SCCOE.

JANITORIAL SERVICES

Contractor will maintain cleanliness of serving and eating areas includes wiping down the table and chairs both inside the cafeteria and outside in the courtyard throughout the day. Cleaning and mopping of the tile floors both behind the kitchen grill area and customer seating area on daily bases. Contractor to have their own dumpster service for any organic food waste and are responsible for empty out the garbage containers both inside the cafeteria and outside in the customer seating areas in the courtyard.

RESPONSIBILITY OF CONTRACTOR FOR ORGANIC FOOD WASTE AND SB 1383 COMPLIANCE

California's Short-Lived Climate Pollutant Reduction Law, referred to as SB 1383, establishes methane reduction targets for California. California SB 1383 is a bill that sets goals to reduce disposal of organic waste in landfills, including edible food. SB 1383 regulations went into effect on January 1, 2022, and the regulation aims to divert 50% of organic waste from landfills below 2014 levels by 2020 and 75% by 2025.

Contractor must implement an organic waste recovery method in accordance with the local requirements, SB 1383 regulations, and other applicable laws to divert organic waste generated by the cafeteria services, rather than the waste going to the landfill disposal. Organic waste means food waste, green waste, and food-soiled paper waste that is mixed in with food waste. Options for how to handle rejected food may vary depending on the location and infrastructure in place for the processing of food waste.

Contractor must recycle their organic waste either by:

- Subscribing to a collection service that the jurisdiction provides OR
- Contracting for collection services independently OR
- Self-hauling organic waste to a specified composting facility, community composting program, or other collection activity or program.

Contractor must periodically:

- Inspect organic waste containers for contamination.
- Inform employees if containers are contaminated AND
- Instruct employees how to properly sort material into the correct containers.

The cafeteria managers or administrators must provide containers for organic waste and recyclables in all areas where disposal containers are provided, except in restrooms.

- Containers must conform to the proper color or labeling requirements.
- If the contractor chooses to use containers that are the correct color, internal containers do not need to be replaced until they are no longer functional or until January 1, 2036, whichever comes first. They can adhere correct labels to existing internal containers to comply with SB 1383.
- Employees of the cafeteria services contractor must properly sort their organic waste into the correct containers. Annually educate employees on how to properly sort organic waste into the correct bins.

FEES AND PERMITS

Contractor shall procure and pay for all permits, licensees, and fees, etc., required to carry on and complete the work.

INSURANCE REQUIREMENTS

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence combined single limit for bodily injury and property damage.
2. Automobile Liability Insurance for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 (one million dollars) per accident.
3. Statutory Workers' Compensation Insurance with Employer's Liability of \$1,000,000 (one million dollars) per injury.
4. Separate Endorsement or Policy which includes the following as an Additional Insured for the General Liability insurance: Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.

VERIFICATION OF INSURANCE COVERAGE

The CONTRACTOR shall furnish certificates of insurance to the SCCOE for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating

as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change.

RESPONSIBILITY OF CONTRACTOR

Contractor shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including, but not limited to loss, theft, fire, property damage, and glass breakage.

PRICING

Pricing on all saleable items shall be firm for the term of the contract. Price increases will only be allowed upon mutual consent of contractor and SCCOE.

NOTE: Sealed Proposals shall be addressed to the Manager, Purchasing Services and submitted to SCCOE’s at **1290 Ridder Park Drive, San Jose, California 95131** by no later than **3:00 pm, Monday, April 15, 2024.**

ADDITIONAL INFORMATION

The contractor is required to possess a computer for utilization within the cafeteria office. Internet services will be facilitated by the SCCOE.

The SCCOE maintains a designated loading dock to facilitate incoming deliveries. It is incumbent upon the contractor to undertake the responsibility of transferring supplies from the loading dock to the cafeteria.

Attachment "A" SCCOE Cafeteria Inventory List

Asset ID	Description	Manufacturer	Model	Serial #
145430	FREEZER	HOBART	DAF2	1095396
145429	REFRIGERATOR	HOBART		
145425	REFRIGERATOR	TRAULSEN	G20010	T080610A01
43879	REFRIGERATOR	TRAULSEN	G20010	T20764C06
2088	FREEZER	TRAULSEN	DLT132 WUT	T691210
39517	REFRIGERATOR	TRAULSEN	G20010	T851170C00
43313	STARBUCKS EXPRESSO MACHINE	STARBUCKS	VERI	
43879	2 DOOR REFRIGERATOR	TRAULSEN	G20010	T36642106
48078	CONVECTION OVEN	CADCO UNOX	XAF195	299
49060	FOOD MIXER	UNIVEX	SRM20	MO9040087
49621	CHEST FREEZER	ARTIC AIR	ST09	WB93768239
53819	GARBAGE DISPOSAL	HOME DEPOT	S550-26	13049112293
145427	REFRIGERATOR	TRAULSEN		C42901-5K
	COFFEE MAKER- 2 POT	BUNN		TWIN060699
	SALAD BAR/SOUP STATION	APW WYATT EXPRESS		0207D24175
30329	WARMER- 8 FOOD STATIONS	CRES COR CROWN-X		
2120	MICROWAVE	GE	RCS/710	
	SHELVING, NSF (10)			
	CARTS STAINLESS STEEL (1)			
	ICE MAKER	SCOTSMAN PRODIGY		
	PREP TABLES 8 X3	BOOS LOCK		
	PREP TABLES, NSF 3X4 STAINLESS STEEL			
	PREP TABLES, NSF 8x3 WITH BACK SPLASH STAINLESS STEEL			
55952	MEAT SLICER	CHEFMATE BY GLOBE		4120067

46497	COMPUTER AND MONITOR	DELL	OPTIFLEX 780/DELL	
	FILE CABINET- VERTICAL 4 DRAWERS			
	FILE CABINET- LATERAL			
	WARMER	EPCO PRODUCTS		25-1380
	DISHWASHER STATION	STERO		
552969	FETCO- COFFEE BREWER	LUXUS FETCO	CBS-52H	631531071312
	FOLDING TABLES (8 OF 8')	FOLDING TABLES		
	BEVERAGE ICE TUBS WITH CASTERS (2 BLK, 1 BLU, 1 PEPSI)	ICE TUBS		
	LARGE OUTDOOD BBQ GRIL WITH CASTER			
	SUPERIOR COFFEE POTS (4)			
	NEW TRAUlsen MODEL NO. G22010 FREEZER WITH CASTERS	TRAULSEN	G22010	
	NEW REACH-IN-FREEZER: ATOSA USA, MODEL NO. MBF8503GR, 44.77 CU. FT, DIGITAL TEMP CONTROL, 4" CASTERS.	ATOSA USA	MBF8503GR	

NOTE: The following attachments (A-C) must be sent back signed with the RFP response.

ATTACHMENT- A
CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the Santa Clara County Office of Education, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: _____

TITLE OF OFFICER SIGNING: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT-B
CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

ATTACHMENT-C
NONCOLLUSION DECLARATION

(To Be Submitted With RFP Response)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 201_, at

_____, California

Authority: Public Contract Code 7106
CCP 2015.5