

**RFP 25-1914 Operation and Management of Food Services
Issue Date: February 4, 2025**

Deadline for Submitting RFP Questions: February 11, 2025

Due Date: February 25, 2025, 1:00 PM (CT)



**GADSDEN STATE
COMMUNITY COLLEGE**

P. O. Box 227 · Gadsden, Alabama 35902-0227 · www.gadsdenstate.edu

Purpose

Gadsden State Community College (College) is soliciting proposals from qualified food service providers for the operation and management of food services at the College on its Wallace Drive campus located at 1001 George Wallace Drive, Inzer Student Center, Gadsden, Alabama.

This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated based on the merits of the proposals.

Contract Period

The College intends to award a contract to a sole company and establish a 5-year contract with the option to renew the contract for an additional 5 years in 1-year increments. Any renewals must have written approval by both parties. Adjustments to the contract may be considered annually and during any renewal period.

Site Visit

Offerors must contact Kim Carter by phone at 256-549-8483, or by email at kcarter@gadsdenstate.edu to schedule a site visit.

Background and Enrollment Data

The College offers an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about the College visit www.gadsdenstate.edu.

A meal plan is required for all students residing in the residence hall.

The residence hall capacity is 110 students.

The Meal Plan is 2 meals per day (lunch and dinner), Monday through Thursday when classes are in sessions.

A minimum of 100 meal plan participants for 16 weeks are guaranteed each; fall and spring semesters.

The College has an ID card system. Meal plans are not identified on the card.

Catering Services

Catering services shall be non-exclusive. The Contractor will, however, be designated as the College's preferred caterer.

Concessions, Vending, and Small Fresh Market Vending

Concessions, vending, and small fresh market vending are not a part of food services functions. The College is currently under contract with Buffalo Rock/Pepsi for these services.

External Food Service Trucks

The College reserves the right to allow outside food service trucks on all campuses on select limited days as determined by the College.

Service Exclusions

The Ayers, Cherokee, and Valley Street campus locations are excluded from food services operations. The College reserves the right to negotiate with the Contractor for the operation and management of limited food services at the College's Ayers Campus (Anniston, AL), Cherokee Campus (Centre, AL) or Valley Street Campus (Gadsden, AL), or to contract for these services with another food services provider.

Scope of Work

The College invites food service providers to purchase, prepare, and serve food and provide balanced meals for the College's students, faculty, staff, and guests on the Wallace Drive Campus. Food services may be requested for other College campuses.

The primary objectives of the Contractor shall be to:

1. Provide resident and commuter students, as well as faculty, staff, and the community, a balanced food service operation based on needs and desires at a reasonable cost.
2. Furnish and serve at the Wallace Drive Campus cafeteria, 2 meals per day (lunch, and dinner) (8 per week) Monday through Thursday when classes are in session.
3. The Contractor will have a plan to serve meals to dormitory residents when the College is unexpectedly closed due to weather or other unforeseen reasons when this occurs during the regular class schedule.
4. Furnish and serve meals from the resident student daily menu at the Wallace Drive Campus cafeteria to commuter students, faculty, staff, or guests of the College.
5. Provide catering services when requested.
6. Create innovation in design and implementation of an attractive food service facility.
7. Develop marketing and merchandising programs to enhance the image of campus dining services and attract the patronage of commuter students as well as the community, faculty, and staff.
8. Offer food selections that reflect the needs of groups on campus including students from various cultures, religions, and those with medical and personal dietary restrictions.
9. Complement on-campus living.
10. Increase the volume of food service business on campus.

The requirements in this scope of work are the minimum required for the College's cafeteria food services program.

Deliverables/Performance

1. The Contractor must assume responsibilities on the first day of classes for the Summer Semester 2025 which is May 28, 2025. If the Contractor is not able to take over by this date, an orderly transition plan must be offered.
2. The Contractor shall coordinate its efforts through the Dean of Financial and Administrative Services and shall be prepared to cooperate with various College departments and administrators to establish a well-rounded program.
3. The Contractor shall provide a record of all sales received from, and allowable operating expenses incurred, monthly. This record shall be in the form of a monthly operating statement in a format mutually agreed upon by the Contractor and the Dean of Financial and Administrative Services.
4. The contract and any part thereof shall not be sub-contracted or assigned to another contractor without prior written approval by the Dean of Financial and Administrative Services.
5. The Contractor must post current weekly menus in the cafeteria and online. The menu shall state the price as a la carte, plate lunch, salad bar, or grill.

6. The Contractor should have the capabilities to offer a “dining debit card” to students, faculty, and staff. The College reserves the right to approve card design.
7. The Contractor must agree to assist the College and the American Red Cross, FEMA, EMA, or others, in providing food service in the event the College is required to open as a hurricane/storm shelter.
8. Menu selections shall be planned to enable the College community clientele to meet appropriate recommended dietary allowances set by the appropriate regulatory agency. In addition to popularity and cost factors, menus shall be planned to be appealing to the eye, taste, and smell.
9. The Contractor may be required to provide for an electronic meal plan verification system at no cost to the College.
10. The Contractor shall adhere strictly to all applicable pure food laws and ordinances adopted by Federal, State, municipal or other governmental jurisdiction. The Contractor shall also ensure that all areas under its control meet or exceed the minimum sanitation requirements established by the local health board, facility policies, and/or other applicable codes, rules, or laws.
11. The services of a registered dietician shall be available to the College to assist in recommending and establishing special diet requirements as they may arise by campus dining customers. The dietician need not be assigned to the Contractor on a full-time basis; however, the dietician should be available on short notice for services that may be required.
12. The College agrees to make available to the Contractor all existing furniture, fixtures, and equipment associated with the cafeteria services facilities. Ownership of said furniture, fixtures, and equipment (e.g., chinaware, glassware, flatware, trays, and kitchen utensils) shall remain with the College. The Contractor shall be required to keep all furniture, fixtures and equipment provided by the College in good repair and condition and protect against misuse, loss, pilferage, or destruction. Maintenance, repair, and replacement costs resulting from Contractor negligence shall be paid by the Contractor and shall not be considered a cost of operation. The Contractor shall ensure that no College-owned equipment is removed from the facility except to be repaired and only then with the prior written permission from the Dean of Financial and Administrative Services.
13. All moveable equipment purchased by the Contractor will remain the property of the Contractor.
14. The Contractor shall be responsible for the maintenance and repair of office furniture provided by the College.
15. The Contractor shall be responsible for notifying the College of required repairs to existing equipment, furnishings and building components.
16. The Contractor shall make no alterations, changes or improvements to areas assigned to the Contractor without the prior written consent of the Dean of Financial and Administrative Services.
17. The Contractor shall not be authorized to utilize the facilities to conduct or prepare any food for any other dining or catering service or purpose not specifically approved by the Dean of Financial and Administrative Services.
18. The Contractor shall provide daily housekeeping, cleaning, preventive maintenance, and sanitation service, which includes necessary commercial equipment and supplies for all assigned food service areas. In addition, the Contractor shall maintain the dining rooms throughout the service hours, including, but not limited to, wiping down tables, cleaning spills, emptying trash, and keeping the dining room neat. These daily cleaning areas shall include, but not be limited to, production and service areas, dining rooms, snack areas, refrigerators, freezers, receiving and storage, trash and garbage, employee lockers, and offices.
19. The Contractor shall be responsible for routine daily sweeping and mopping of non-carpeted floors, vacuuming and spot cleaning carpets and furniture, as well as providing, cleaning, and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, chinaware, glassware, silverware, and other related dining service items.
20. The Contractor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration and to provide a clean and neat appearance.
21. The Contractor’s employees shall be neat and tidy in appearance and shall follow the general food service industry established hygiene practices in the handling of food.
22. The Contractor shall not allow employees with known illnesses, open sores, or other symptoms to work. Any contagious disease must be reported immediately to the Dean of Administrative and Financial Services.
23. The Contractor shall be responsible for providing food handler certificates and/or medical examinations as

- required by law and shall make such records available for review upon the College's request.
24. If any equipment provided by the College is lost, damaged or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, then the Contractor shall replace items with items of matching pattern and equal quality.
 25. The Contractor shall be responsible for any keys and locking devices provided to the Contractor at the onset of the contract. The Contractor shall be responsible for the cost of replacement of lost keys, and if the College determines that keys lost by the Contractor could compromise campus security, the Contractor shall be responsible for all costs associated with re-keying designated locations.
 26. The Contractor shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service, and storage. A schedule of frequency of service shall be provided to the College within thirty (30) days of the beginning of the contract.
 27. Purchase of food supplies and equipment shall meet the requirements of applicable regulatory agencies.
 28. The Contractor shall immediately report the use of fire extinguishers, fires, unsafe conditions, and security hazards to the Dean of Financial and Administrative Services.
 29. The Contractor shall immediately report any citations for unsafe conditions to the Dean of Financial and Administrative Services.
 30. The Contractor must report to the Chief of Police, in writing, within 72 hours the occurrence of damage to College property. Failure to report the damage within the specified time may be cause for termination of this contract.
 31. The Contractor shall always maintain on duty an adequate staff to safely run the grill and hot line.
 32. The Contractor shall be required to have on site a Director of Food Services/Catering Manager.
 33. The Contractor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to terms of the RFP and resulting contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the College for any purposes whatsoever.
 34. The Contractor will assume all liability for employees while working on College campuses.
 35. The Contractor will assume all liability for any injuries suffered by any person in connection with the Contractor's equipment and vehicles.
 36. The Contractor will be responsible for the repair or replacement cost of any damage to College property caused by the use, misuse, or negligence of the Contractor's employees.
 37. All Contractor's employees working on this contract shall be bonded, or the Contractor accepts all responsibility.
 38. The Contractor will be completely responsible for supervising and directing the work under this RFP.
 39. The Contractor agrees that it is fully responsible for the acts and omissions of persons employed by the Contractor.
 40. The Contractor must conduct background checks for persons to perform work on this Contract. The College reserves the right to request the Contractor to provide the resulting information to the College for approval.
 41. The Contractor shall be responsible for all costs for required food, labor, payroll cost, health examinations, office supplies, licenses and taxes, postage, banking services, laundry, merchandising aids, furnishings of cash registers, accounting capabilities, insurance, janitorial and chemical supplies for the operation of cafeteria services.
 42. The Contractor shall provide its telephone and internet service.
 43. The Contractor shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, policies, and from claims for injury to, loss, or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor's operations under the scope of work, whether such operations be by Contractor, anyone directly or indirectly employed by Contractor for whose acts may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees (as referenced in the indemnity section of this RFP) shall be named as an additional insured on all policies excepting only Worker's Compensation. Contractor shall provide the College a copy of its Certificate of Insurance. The College will not accept any limitation of liability or waiver of

subrogation provisions in favor of Contractor or its insurers with respect to property in the possession or control of College.

44. The Contractor must obtain and maintain, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. The College may request valid copies of necessary licenses and permits.

College Rights and Responsibilities

1. The College reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the request for proposals in the best interest of the College.
2. The College may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination. If the contract is terminated by the College for any reason whatsoever, the Contractor shall continue operation of the food service for up to a period that shall not exceed 60 days from the date of the notice of termination.
3. The College retains the right to assess whether and when performance is acceptable. Instances of poor performance by the Contractor shall be documented by the College and submitted to the Contractor for immediate review and corrective action. A review meeting will be called between the Contractor and the College when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. Continued poor performance shall be deemed a breach of contract and shall be cause for termination of the contract.
4. Improvements to any campus dining facilities shall become the property of the College at the termination of the resulting contract and any extensions thereto, unless otherwise agreed to in writing by the Dean of Financial and Administrative Services.
5. The College reserves the right to periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the cafeteria services and facilities at any time with respect to the quality, quantity and production of all food items, hours of meal services, prices, safety, sanitation and maintenance of the facilities and equipment to bring them to the levels satisfactory to the College. The College reserves the right after consultation with the Contractor, to establish or change the service hours, plans or other methods of operation of the campus food service.
6. The College shall be responsible for arranging resident dining contracts and for collection of said fees.
7. The College shall provide the Contractor with a master list of boarding students authorized to eat on the meal plan each semester. As necessary, the College will furnish corrections to the master list.
8. The College shall be responsible for providing initial capital equipment, replacing said equipment that is worn beyond repair and/or obsolete, and purchasing additional capital equipment as required.
9. The College shall provide general office furniture to the Contractor.
10. The College shall be responsible for all repair costs to the equipment, fixtures and building components provided by the College and shall be responsible for immediate attention to emergencies. In the case of Contractor negligence, the College may request the Contractor to pay for the repairs and replacement of the items.
11. The College shall be responsible for periodic stripping and sealing or waxing of floors. The College shall also be responsible for building maintenance which shall include periodic cleaning of ceilings, outside windows, air distribution devices and light fixtures, including maintenance and replacement of light bulbs, cleaning of public restrooms, cleaning hood ducts, plenums and related units and fans.
12. The College shall provide an initial inventory of expendable and non-expendable supplies and equipment. A joint physical inventory of equipment and small wares shall be taken from time to time during the term of the contract.
13. The College shall be responsible for the removal of trash and garbage from outside dumpsters in the Inzer Student Center area.
14. The College shall be responsible for providing electricity, gas, water, and air conditioning, where available, for the food services operations.

Proposal Submission

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a

sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. A list of colleges and/or universities where the Offeror is currently operating and managing a food services operation. Give length of time, dates, name, address, telephone number, and contact person for each operation.
2. Demonstrated catering capabilities.
3. Detailed plan for the administrative management, supervision, and staffing, proposed for this contract.
4. Proposed plans for the food service program that shall be operated on the George Wallace Drive Campus. These plans should include lunch, dinner offerings, and catering operations as well as:
 - a. Analysis of current facility usage
 - b. Recommendations for improvements and innovations
 - c. Proposed menu options
 - d. Proposed prices for resident students for 2 meals per day and procedure required for take-out meals
 - e. Proposed pricing for commuter students, faculty, staff, or general public
 - f. Proposed catering menu and proposed pricing
 - g. Management fee details and/or requirements
 - h. Sales commission percentages details and/or requirements
 - i. Capital investment details and/or requirements
 - j. Annual college support details and/or requirements
5. Standard industry profit and loss projection
6. Suggestions for program(s) that will provide customer feedback and ensure maximum satisfaction levels
7. Proposal to “grow” the revenue of the food service operation
8. RFP Certification
9. State of Alabama Disclosure Statement
10. Affidavit of Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act

Delivery

Proposals delivered by the **U. S. Postal Service** must be addressed to:

Gadsden State Community College
ATTN: Purchasing Department
P. O. Box 227
Gadsden AL 35902-0227

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:

Gadsden State Community College
ATTN: Purchasing
1001 George Wallace Drive
Gadsden AL 35903

Proposals may be **hand-delivered** to:

Gadsden State Community College
1001 Korner Street
Joe Ford Center, Suite 113
Gadsden AL 35903

Proposals delivered by the vendor, United States Postal Service, Federal Express, UPS, or other delivery service should have the RFP number indicated on the envelope.

Form of Proposal

All proposals must be sealed when received. Electronic proposals will not be considered.

Alternate Bid Responses

The requirements in this scope of work are the minimum required for the College's cafeteria services program. Contractors are encouraged to propose improvements and enhancements for a creative and financially responsible program.

Evaluation

An award will be made to the Contractor who is determined by the College to be most capable of meeting the needs and objectives of the College. Responses will be evaluated based on the merits of the proposal using the following considerations.

- Corporate/Regional Support
- Similar Service and Management Contracts (Current)
- Resident Meal Plan and Cost
- Commuter, Faculty, and Staff Meal Plan and Cost
- Catering Services and Cost
- Staffing
- Management Fee
- Sales Commission
- Capital Investment
- Financial Support to the College
- Willingness to participate in officially sanctioned college events, special events and/or programs (e.g., Scholarships, International Festival, G Day, and other official College events). Any funds donated are to be expended at the direction of the College President.

Requests for Clarification

Offerors desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to purchasing@gadsdenstate.edu, no later than February 11, 2025. Answers to such requests will be posted at <https://www.gadsdenstate.edu/operating-financial-data.cms>.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4(A)(11), the College is exempt from paying sales tax. An exemption letter will be furnished upon request. It is the responsibility of the Contractor to pay all applicable sales taxes.

Inspection

It is the responsibility of the Contractor to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment.

Acceptance

The responsibility of determining the acceptability of any services offered rests solely with the College.

Discussions

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

Responsibility and Responsiveness

Proposals will only be considered by an Offeror who has submitted a proposal which conforms in all material aspects to the RFP.

Indemnification

The Contractor agrees to indemnify, defend, save the College, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the Contractor, its agents, servants, or employees, while in, or about College premises on which the work under this RFP is to be done, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the Contractor's agents, servants or employees in or about the performance of any contract between the Contractor and the College.

The Contractor shall indemnify, defend, and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the Contractor has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

State of Alabama Disclosure Statement

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Beason-Hammon Alabama Taxpayer and Citizen Protection Act

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier's bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>.

Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted, and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the vendor is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

Debarment and Suspension

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the vendor is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The vendor certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b. That the vendor has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and
- d. The vendor has not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Federal Contracting Provisions

By submitting this proposal, the vendor agrees to comply with all the provisions required for federal contracting and agrees to provide the College with appropriate documentation. These provisions include, but are not limited to, the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the vendor acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

Additional Terms and Conditions

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.

Contracting party/vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In accordance with Alabama Act 2023-409, the contractor does hereby verify that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.

RFP Certification Form

RFP 25-1914 Operation and Management of Food Services

Company Name: _____

Street Address: _____

City, State: _____

Zip: _____

Telephone: _____

Email: _____

Signature and Title of Authorized Officer/Agent

Typed or Printed Name of Above: _____

Notary's Signature

Date

Notary Seal and Expiration Date

I acknowledge receipt of the RFP and all amendments (new rounds). I have read the RFP and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this RFP. I have not been in any agreement of collusion among Offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering. I further certify that I am not barred from making an offer or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.

State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Gadsden State Community College

ADDRESS

1001 George Wallace Drive

CITY, STATE, ZIP

TELEPHONE NUMBER

Gadsden, AL 35903

(256) 549-8244

This form is provided with:

Contract

Proposal

Request for Proposal (RFP 25-1914)

RFB

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, RFB, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, RFB, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, RFB, or grant proposal:

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Notary Seal and Expiration Date

Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

RE: Gadsden State RFP 25-1914 Operation and Management of Food Services

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name), who being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b);
Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011, effective December 12, 2011