



Business Services - Purchasing and Contract Services
3041 W. Avenue K | Lancaster, CA 93536-5426
661-722-6310 | purchasing@avc.edu

**REQUEST FOR PROPOSAL
FOR
FOOD SERVICE OPERATIONS
RFP No. AVC2017/2018-11**

Notice is hereby given that Antelope Valley Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than **11:00 a.m. (PST) on February 22, 2018** sealed submittals for **RFP #AVC2017/2018-11**. Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website at: <https://www.avc.edu/administration/busserv/RFPbiddocs>.

VOLUNTARY JOB WALK scheduled on January 11, 2018, 11:00 a.m. (PST) at the following location: Antelope Valley Community College District, Lancaster Campus, 3041 W. Avenue K, Cafeteria Serving Area, SCT100, Lancaster, California 93536. Please send RSVP to purchasing@avc.edu.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted in writing by the date and time noted under Project Specific Dates to Jennifer Gaddis at purchasing@avc.edu.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Jennifer Gaddis
Buyer, Purchasing and Contract Services

Publication Dates:

1st: 12/8/17
2nd: 12/15/17
3rd: 12/22/17

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FOOD SERVICE OPERATIONS RFP No. AVC2017/2018-11

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the governing Board ("Board") of the Antelope Valley Community College District ("District") is presently accepting Proposals for the following project ("Project"):

FOOD SERVICE OPERATIONS RFP # AVC2017/2018-11

Sealed Proposals must be received by, but **no later than 11:00 A.M. (PST), February 22, 2018**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District's copy shall prevail.

This RFP may be obtained from the District by contacting the District's Purchasing and Contract Services department. The RFP is also available online at <https://www.avc.edu/administration/busserv/RFPbiddocs>. In the event this RFP is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

Bidders Submittal of Proposal. To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (3) additional copies of the Proposal shall be provided.** All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, in portrait orientation, 11 or 12 point Arial, Calibri or Times New Roman font with 1" page margins on all sides. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Proposal.

Delivered Proposal shall be enclosed and sealed in an envelope or container bearing the title of the project, the project's number and the name of the Bidder, and delivered in one of the following methods:

<p><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>	<p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Purchasing & Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>
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EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Opening of Proposals. Sealed Proposals will be opened publicly and name of Bidders will be read aloud at the time, date and location noted in the timeline under Project Specific Dates.

It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.

PROPOSALS DELIVERED OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER. It is the Bidder's sole responsibility to ensure that its Proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Proposals which arrive after the deadline date/time listed. Any Proposal received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Proposal may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of Proposal. The award shall be subject to final contract documents and scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted Proposal, which shall remain in effect as stated until at least six (6) months after the due date for Proposal. Proposal shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

Job-Walk. A voluntary job walk is scheduled to begin at 11:00 a.m. (PST) on January 11, 2018. Bidders are to meet at Antelope Valley Community College District, Lancaster Campus, 3041 W. Avenue K, Cafeteria Serving Area SCT100, Lancaster, California 93536. **THIS MEETING IS VOLUNTARY.** If you intend to participate, please RSVP at: purchasing@avc.edu. Following the job-walk, all further questions are to be made in accordance with the Notice to Bidders and Instruction to Bidders.

END OF SECTION

INTRODUCTION AND GENERAL OVERVIEW

Antelope Valley Community College District (the “District”) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 14,000 students per semester. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

PURPOSE OF RFP

The District is seeking Proposals from established food service management companies that have a successful record of providing food services to comparable institutions. Strong consideration goes to companies that provide high quality options that display current food trends and innovative ideas, as well as taking into consideration health issues and nutritional needs of the students, faculty and staff. The food service program should provide cost-effective dining solutions that complement and enrich the educational experience enjoyed by students and staff.

The selected Bidder shall enter into a contract effective 5/15/2018 through 5/14/2020, with service to begin on 7/2/2018. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties.

Project Specific Dates: The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFP. Please note the following key dates when preparing your responses:

RFP ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: 12/8/2017 2nd: 12/15/2017 3rd: 12/22/2017
JOB WALK (Voluntary) Antelope Valley Community College District, Lancaster Campus, 3041 W. Avenue K, Cafeteria Serving Area SCT100, Lancaster, California 93536	1/11/2018 11:00 a.m. – 12:30 p.m. (PST)
Last Day for Bidders to submit questions	1/25/2018 before 5:30 p.m. (PST)
Last day for District to Respond to questions	1/31/2018 before 5:30 p.m. (PST)
DEADLINE FOR PROPOSAL SUBMISSIONS	2/22/2018 before 11:00 a.m. (PST)
Public Opening of Proposal 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536	2/22/2018 at 11:30 a.m. (PST)
Interviews	3/5/2018-3/7/2018
Anticipated Board Approval	4/9/2018

*Dates may change with or without notice

Evaluation Criteria: The successful Bidder shall be contracted to perform the Work based on its proposal's attention to the following, but not limited to, criteria:

- Responsiveness of proposal to RFP
- Bidder's qualification and experience
- References
- Quality and variety of proposed menu
- Student/staff satisfaction measurement methods
- Offeror's management, staffing, financial stability, and financial terms
- Quality, nutritional value, variety, and cost of proposed menu items
- Method of delivery and hours of operation
- Culinary education and credentials of proposed management and staff
- Exceptions Taken to RFP
- Past experience with similar higher-education institutions and years of satisfactory service
- District's subjective assessment of how well they would be able to work with the Offeror

Proposal Interviews: The District will be conducting individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the section committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

Cancellation of Solicitation: The District may cancel this solicitation at any time.

Contract Award: The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details.

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit D and

submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations: The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

Right to Negotiate and/or Reject Proposal: Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

Confidential and Proprietary Information: All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposal submitted may be subject to the California Public Records Act (*California Government Code* Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law. Financial statements are not subject to disclosure under the Public Records Act.

Errors/Discrepancies/Clarification/Information of RFP: Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to the District's Purchasing and Contract Services Department at purchasing@avc.edu. Bidders

are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see "Project Specific Dates" for specific deadline dates and times.

Bid Protest Procedure: Any bidder may file a bid protest. The protest shall be filed in writing with the District's Purchasing and Contract Services Manager not more than two (2) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within five (5) business days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. **Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of Business Services, or their designee, within two (2) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Antelope Valley Community College District
Attn.: Diana Keelen, Executive Director of Business Services
3041 W. Avenue K
Lancaster, CA 93536

c. **Appeal Review:** The Executive Director of Business Services or his or her designee shall review the decision on the bid protest from the Purchasing and Contract Services Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of Business Services or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. **Reservation of Rights to Proceed with Project Pending Appeal.** The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. **Finality.** Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

END OF SECTION

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

It is the goal of Antelope Valley Community College District (“District”) to contract with one firm capable of successfully providing food and dining at the District’s Lancaster campus, in the existing facility. The food service company will be responsible for providing all labor, including management, supervision, supplies, materials and additional equipment (excluding built-in fixtures currently in place) necessary to provide food services as specified herein and in the proposal response.

The District is seeking Proposals from established food service management companies that have a successful record of providing food services to comparable institutions. Strong consideration goes to companies that provide high quality options that display current food trends and innovative ideas, as well as taking into consideration health issues and nutritional needs of the students, faculty and staff. The food service program should provide cost-effective dining solutions that complement and enrich the educational experience enjoyed by students and staff.

The District is pursuing a contractor who has a commitment and record of exhibiting outstanding customer service. Auxiliary Services has found success through team-based approaches and looks to continue that partnership with the contractor. This partnership should result in a professional response and practice of customer service that is found in consistent practices that reflect friendly and courteous interaction with all individuals that connect with the food service company.

The District serves a diverse population of students, faculty and staff with a need to acquire healthy meals in an assortment of ways. Students require items that are available quickly – grab-n-go, at value prices, while keeping their nutritional needs in mind. Staff may desire healthier options and prepared food items.

Catering for on-campus events is handled through the food services area. The District expects catering to support both campus and community needs through innovative and cost-efficient menus. This includes regular monthly events, as well as special events throughout the year. This is a portion of the food service that continues to grow.

Additionally, the District is interested in proposals that address current and future trends in food service that impacts the current facilities, as well as the possible active participation in the current Student Center building replacement project. The ultimate outcome is a vendor that will be considered a partner who will work as a member of the District team to create a vibrant and profitable food service solution. Additional opportunities include the potential service for our new Community Center which will house banquet facilities.

Proposals should address both student and staff needs and how they may be satisfied, as well as catering ideas to support the continual campus needs.

CURRENT AGREEMENTS

Subway: Current agreement ends December 13, 2017 with an additional 6 year option for the Health and Science Location. Agreement for concessions ends June 30, 2020. See full contract(s) for specifics.



FOOD SERVICE OPERATIONS RFP No. AVC2017/2018-11

Pepsi: Current agreement ends January 31, 2021. Pepsi Beverage Company shall have the exclusive right to all carbonated and noncarbonated nonalcoholic beverages available on the college campus. See full contract for specifics.

First Class Vending: Current agreement ends January 29, 2020. First Class Vending shall have exclusive snack/food vending available on the college campus. See full contract for specifics.

HOURS OF OPERATION

1. Contractor shall provide hours of operation currently in effect unless agreed to in writing or until an amendment is made to the contract.
2. The hours of service shall be posted in a mutually agreeable location including on-line.

The District is currently working on major building projects which include a new Student Center and dining facility. This is being funded through a bond. The contractor may be asked to participate in the planning.

CONTRACTORS RESPONSIBILITIES**Cost of the Operation:**

1. Food products and kitchen supplies.
2. Taxes, insurance, and labor – including wages, benefits, social security, workers compensation, and unemployment insurance.
3. Appropriate functioning point of sale system with proper sales reporting ability.
4. Linens, towels, floor mats, and laundry service.
5. Disposable supplies including paper plates, cups and utensils. Contractor staff uniforms as required.
6. Routine and frequent sanitation and cleaning of the kitchen and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls. All cleaning chemicals are the responsibility of the contractor.
7. Replacement of District china, glassware, silverware and other small items as agreed upon at the time of inventory.
8. Telephone and data support will be the responsibility of the contractor.
9. College to provide labor for repair of the College-owned catering cart.
10. Contractor will be responsible for the cost of parts on an as-needed basis.
11. District will be responsible for pest control program.
12. Contractor will be responsible for all required licenses, permits and liability insurance.
13. Contractor will be responsible for the purchase of all District on-hand inventory.
14. Contractor will honor food vouchers/coupons and bill back the District.

Small-wares. All existing small-wares, catering props, and equipment are in place “as is” and unwarranted. Contractor will be responsible for replacement as needed. Cleaning of all equipment and hoods is the responsibility of the contractor.

Beverages. No alcoholic beverages shall be kept, sold or served upon premises of the college with the exception of special events and Foundation activities. The Foundation will be responsible for obtaining a special one-day liquor license required for serving alcohol on an as-needed basis.

Any alcoholic beverages on campus must be maintained by the Foundation and cannot be sold without their express permission and appropriate licensing.

All non-alcoholic beverages must be in compliance with our contractual agreement with Pepsi.

Food Service. The food service program should complement the college's educational mission to serve the students and staff. In order to accomplish this effectively, the contractor must provide:

1. On site food service manager with a Manager Serv Safe certification.
2. Selection of products from vegetarian/vegan to traditional burgers and fries.
3. Provide a good working environment for the staff. Employ student staff as part of the daily operations.

Catering. The contractor shall have the right of 1st refusal for all campus caterings.

1. The contractor must provide a full and creative catering menu for college events. The college reserves the right to work with the contractor to collaboratively determine the menu and pricing.
2. Student clubs may not hold food/bake sale events as fundraisers. If food is sold at a fundraiser the food must be pre-packaged.

Contractor may provide in the proposal in-kind contributions in the form of complimentary hosting of college gatherings, such as awards banquets and student receptions. The exact amount of in-kind contributions is negotiable but should be a part of the proposal and will be considered as an indication of the Contractor's commitment to the mission of the District.

Preventive Maintenance. The contractor shall establish a preventive maintenance program for all food service equipment owned by the District. (i.e. hood cleaning, preventive maintenance on refrigerators and freezers). At the expiration of the contract, all District equipment is to be surrendered to the college in good condition (wear and tear and acts of God excepted).

No new equipment shall be purchased by the District to replace or supplement what is currently available and in use at the cafeteria. Should the contractor determine new equipment is necessary, they must work with the District Facilities Services Department to ensure that proper power/gas is available to support the equipment. Maintenance on all equipment is the responsibility of the contractor.

Cleanliness. The contractor shall be responsible for the cleanliness of the kitchen, including facilities and fixed equipment, preparation and serving areas. This includes bussing and cleaning of tables in student and staff dining room, sweeping and mopping if needed throughout the day of those same areas and cleaning microwaves daily. State grades shall be no less than an A. Should less than an A be offered, this will be unacceptable and considered negligence and will result in default on the contractor's part. The District reserves the right to perform spot checks that ensure standards are being met.

Accounting:

1. The Contractor shall be responsible for the collection, retention and accounting of all monies from sales in the food service operation. The Contractor 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 District or its auditors at the District's request.

2. The Contractor shall maintain separate records for the individual services provided (catering, cafeteria) and shall remit to the District Auxiliary Services monthly payment, by the 15th of the following month a statement and check. The statement shall include gross sales, sales tax, and commission for each service for the month immediately preceding the date of the commission check.
3. The accounting period for food service operations shall match the District and be July 1 – June 30. The Contractor shall supply the District with Monthly P&L statements.
4. The Contractor shall provide a locking safe that will maintain the monies necessary to run the daily business.

Contractor Self Improvement. The Contractor shall conduct programs that enquire about services and suggested changes based on the requests of the campus community. The Contractor will schedule quarterly customer service surveys to provide the District with the satisfaction objectives.

Equipment. At the beginning of the contract and on an annual basis thereafter, the Contractor, with the participation and cooperation of the District's designated representative will conduct an inventory of equipment, small equipment on hand, and small-wares and the Contractor will assume the mutually agreed upon condition and count of these goods. Conversely, upon expiration or termination of the contract, a similar inventory will be conducted and the Contractor will be required to maintain the beginning inventory or bring the inventory back to the beginning level.

The District is responsible to ensure that all required food service equipment is operational at start-up and the Contractor will maintain in-place equipment as well as new equipment thereafter.

Licensing/Governmental Regulations. The Contractor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to personnel and maintenance of the kitchens, dining rooms, storage areas, clothing, etc. It is understood that the contractor assumes sole responsibility of observance of and so observes and complies with all provisions of Federal, State and local laws governing or relating to the operation of food service.

Contractor's Employees:

1. Contractor will provide the District with an on-site manager who has a minimum of three years of experience at a similar location. The Contractor's local office and an official designee of the District will interview and approve the assigned on-site manager prior to the start of service. The on-site manager shall not be changed more than one time per year unless requested by and/or agreed to by the District designee as well as the Contractor local office. Written notice, a minimum of 30 days, on either side requesting change is appropriate.
2. Existing part-time employees are available for employment by the contractor at the Contractor's discretion.
3. Contractor shall offer employment to student staff as part of daily operations.
4. All District employees shall remain District Employee's. Reimbursement to District to be addressed in the commission section.
5. As required of all District Employees, employees of the Contractor, prior to being assigned to work under this contract, shall be fingerprinted, tested free from Tuberculosis and legally able to work in the United States of America.

6. The contractor's employees shall at all times abide by the District's rules and regulations while on the District premises.
7. The Contractor shall require certification that food and beverage handlers under this contract have taken and passed a food handler's examination; these costs shall not be borne by the District. Contractor must provide the District with proof of certifications.
8. Contractor shall maintain adequate staff for efficient service at all times.
9. Contractor shall use hiring practices acceptable to the District.
10. Contractor will ensure that staff may not solicit tips.
11. Contractor shall be responsible for all employee evaluations. The Contractor shall solicit feedback from the District for the on-site manager's evaluation.
12. Contractor's manager shall have a valid Manager's Serv Safe Certificate.

DISTRICT RESPONSIBILITIES

The District shall provide, as mutually agreed, the space and facilities reasonably required by the contractor for the efficient operation of its food services, all of which shall be and remain the sole property of the District. The District will provide keys to access necessary areas for food service preparation and service.

The District shall have a liaison for primary contact to conduct business.

The District shall be responsible for maintenance and repair of the building and of all plumbing, heating, air conditioning, and electrical systems necessary to the operation of the building.

AVC Cafeteria Sales:	Enrollment Per Year:
FY 16-17: \$432,000	
FY 15-16: \$394,000	18,852
FY 14-15: \$389,000	18,771

END OF SECTION

BIDDER INSTRUCTIONS

Format and Content. The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Work. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

Please see additional instructions within the Notice to Bidders section, Page 3, of this RFP.

FORMAT TO CONSIST OF THE FOLLOWING:

- I. **Letter of Interest:** The individual who is authorized to bind the Bidder's business contractually, must sign the cover letter, which must accompany the Bidder's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Bidder's firm. **An unsigned cover letter shall cause the Proposal to be rejected.** The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:
 - a. The Bidder's name, address, e-mail, telephone, and facsimile number.
 - b. The name, title or position, and telephone number of the individual signing the cover letter.
 - c. A statement indicating the signer is authorized to bind the Bidder contractually.
 - d. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
 - e. A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
 - f. A statement expressing the Bidder's willingness to perform the services as described in this RFP.
 - g. A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
 - h. Provide any required License #, Permit #'s or Certifications and that said items are in good standing.
 - i. A statement expressing the Bidder's availability of staff, office locations, hours and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.
- II. **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
- III. **Qualifications Statement (Exhibit A):** Bidders shall complete and submit the Qualifications Statement with its Proposal. Bids submitted without the Qualifications Statement shall be deemed non-responsive and will not be considered.
- IV. **Food Service Program:** Bidders shall submit a Food Service Program with its Proposal per the guidelines in No. 5 of the Qualifications Statement. Bids submitted without the Food Service Program shall be deemed non-responsive and will not be considered.
- V. **Staffing and Supervision:** Bidders shall submit Staffing and Supervision with its Proposal per the guidelines in No. 6 of the Qualifications Statement. Bids submitted without the Staffing and Supervision shall be deemed non-responsive and will not be considered.

- VI. Quality Assurance/Sanitation/Safety:** Bidders shall submit Quality Assurance/Sanitation/Safety with its Proposal per the guidelines in No. 7 of the Qualifications Statement. Bids submitted without the Quality Assurance/Sanitation/Safety shall be deemed non-responsive and will not be considered.
- VII. Licenses, Insurance, and Litigation:** Bidders shall submit Licenses, Insurance, and Litigation with its Proposal per the guidelines in No. 8 of the Qualifications Statement. Bids submitted without the Quality Licenses, Insurance, and Litigation shall be deemed non-responsive and will not be considered.
- VIII. Financial Capability:** Bidders shall submit Financial Capability with its Proposal per the guidelines in No. 9 of the Qualifications Statement. Bids submitted without the Financial Capability shall be deemed non-responsive and will not be considered.
- IX. Certificate of Non-Discrimination (Exhibit B):** The Bidder shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services.
- X. Non-Collusion Affidavit (Exhibit C):** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- XI. Agreement to Terms and Conditions (Exhibit D):** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- XII. Addenda Acknowledgement (Exhibit E):** Bidders shall complete and submit the Addenda Acknowledgement form with its Proposal. It is the Bidder's responsibility for ensuring that they have received any and all Addenda. If not, they may be considered non-responsive. Bidders are to review the Notice to Bidders for instructions on how to obtain said addenda/addendums.
- XIII. Site Visit Certification.** If a mandatory job walk/pre-bid site visit ("Job Walk" or "Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with its proposal. The District will transmit and upload addenda to its website and Public Purchase website, as the District considers necessary, in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District, as a result of a Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- XIV. Additional Materials:**

- a. Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
- b. Bidders are encouraged to include letters of reference and/or testimonials in their Proposal.

END OF SECTION

SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Proposal:

- LETTER OF INTEREST**
- QUALIFICATIONS STATEMENT & REQUIRED INFORMATION/DOCUMENTATION – EXHIBIT A**
 - FOOD SERVICE PROGRAM
 - STAFFING AND SUPERVISION
 - QUALITY ASSURANCE/SANITATION/SAFETY
 - LICENSES, INSURANCE, AND LITIGATION
 - FINANCIAL CAPABILITY
- CERTIFICATE OF NON-DISCRIMINATION - EXHIBIT B**
- NON-COLLUSION AFFIDAVIT - EXHIBIT C**
- AGREEMENT TO TERMS AND CONDITIONS - EXHIBIT D**
- ADDENDA ACKNOWLEDGEMENT - EXHIBIT E**
- ADDITIONAL MATERIALS (OPTIONAL)**

EXHIBIT A – QUALIFICATIONS STATEMENT

1. Respondent Information.

1.1. Respondent Company Name:

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing Food Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

1.8. Current number of employees: _____

2. Insurance.

2.1. Comprehensive General Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.3. Workers' Compensation Insurance.

Insurer: _____

Current Policy No.: _____

Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

- 3. References.** Complete the following to identify: (i) owner references that are California Community College Districts. A minimum of three (3) references are required.

District's Name	Address	Telephone No.	Contact Name

- 4. Prior Food Services Experience.** Provide the names and dates of service for *all California Community College Districts* for which your organization provided Food Services *within the past five (5) years.*

District's Name, Telephone No., & Contact Name:	Date(s) of Service:	Reason Contract Not Renewed (if applicable):

5. Food Service Program. Attach in Tab 4 of your Proposal the responses to the following:

5.1. Dining Services

- 5.1.1. Outline plan to provide everyday food service for students, staff, faculty and guests in the cafeteria. Include proposed cafeteria menu with portion and pricing information.
- 5.1.2. Describe any national, regional, and/or proprietary concepts proposed for cafeteria.
- 5.1.3. Describe any special promotions, advertising, merchandising, special services, menu enhancements, marketing plan and other features proposed for the cafeteria.

5.2. Catering Services

- 5.2.1. Submit a catering guide to include three (3) potential menu ideas each for breakfast, lunch and dinner; include at least two pricing levels for each to detail the difference in buffet service, table service or delivery service.
- 5.2.2. Staffing levels per customer for table service vs buffet service.
- 5.2.3. Describe experience in catering, specifically with student groups as well as high-end Foundation events.

5.3. Quality of Food

- 5.3.1. Provide source of supply and length of supplier relationship.
- 5.3.2. Provide information indicating specific training given to staff on food preparation with specific emphasis on sanitation both at beginning of contract and throughout the entirety of contract.

6. Staffing and Supervision. Attach in Tab 5 of your Proposal the responses to the following:

- 6.1. Indicate number of personnel proposed to staff District location.
- 6.2. Detail the qualifications and responsibilities of each position and the salary range with minimums and maximums.
- 6.3. List experience of proposed contract manager/site supervisor. Include current job description and resume.
- 6.4. Include statements regarding employment policies to include, but not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting.

- 6.5. Contractor will verify that personnel assigned to the District 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.
- 6.6. Provide proposed operating hours.
- 6.7. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
- 6.8. Provide schedule of management coverage in terms of days and hours.
- 6.9. Identify the location of the home office and the specific office that will have direct responsibility for the District food service program.
- 7. Quality Assurance/Sanitation/Safety.** Attach in Tab 6 of your Proposal the responses to the following:
 - 7.1.** Submit a plan to provide quality assurance with respect to all aspects of the campus food program. The plan should include:
 - 7.1.1. Visitation by local, regional and/or state representation – listed by job title.
 - 7.1.2. Length of visit and who they would like to visit with.
 - 7.1.3. Follow up process for customer complaints.
 - 7.1.4. A plan for ongoing customer service monitoring.
 - 7.1.5. Forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, identification and deletion/replacement of unpopular items.
 - 7.2. Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the food service facility.
 - 7.3. Outline the sanitation and safety self-inspection procedures for all food service operations at the District. Provide a sample checklist used during inspection.
 - 7.4. Submit data to support existence and quality of programs with respect to providing a safe, sanitary (with emphasis on proper food handling), and secure food service environment.
 - 7.5. Provide a brief description of policy/philosophy regarding environmental sustainability. Provide a plan to address environmental issues: organic foods, vegetarian and vegan menu, recycling, composting etc.
- 8. Licenses, Insurance, and Litigation.** Attach in Tab 7 of your Proposal the responses to the following:
 - 8.1. Provide documentation of insurance required as well as all licenses required by the State of California to perform the duties required by the service to be provided.
 - 8.2. Submit a properly executed IRS Form W-9.
 - 8.3. Indicate whether the Contractor has filed for bankruptcy within seven (7) years.
 - 8.4. Disclose any instances of the Contractor receiving unsatisfactory ratings from the health department in the last 2 years.
- 9. Financial Capability.** Attach in Tab 8 of your Proposal the responses to the following:

9.1. Include a current Financial Statement (2016 calendar year or 2016/2017 fiscal year) reviewed by a licensed Certified Public Accountant.

10. Fee Proposal. The District will consider payment in a variety of approaches and acknowledges the overall package presentation. Specificity is required with regard to how income will be provided to the Antelope Valley College District.

10.1. How does the respondent propose to compensate the District (select one)?

- Commission Rent Other

10.1.1. If Commission, will commission payment be based on percentage of sales (retail and catering)? Please explain and include in this section reimbursement to the District for full time employees.

10.1.2. If Rent, will the rent be payed monthly, quarterly, or annually and what amount is proposed?

10.1.3. If Other, please explain.

10.2. How will income be dispersed during heavy sales periods (beginning of semester), moderate sales periods (middle of semester) and slow sales periods (holidays and summer)?

10.3. How will payment to the District change as additional food service venues become available?

11. Accuracy and Authority.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFQ Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Typed or written name)



EXHIBIT B – CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH Proposal

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, ____.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

EXHIBIT C – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH Proposal

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a 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 conference with anyone to fix the bid price of the Bidder or any other Bidder, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

EXHIBIT D – AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) (“Agreement”). Any exceptions must be included, if at all, with Bidder’s Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder’s Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder **accepts** the form of Agreement **without exception**.

OR

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____

(Type or print complete legal name of Bidder)

BY _____

(Signature)

Name _____

(Type or print)

Title _____

EXHIBIT E – ADDENDA ACKNOWLEDGMENT

Changes or corrections to the RFP will be issued via a numbered addendum format prior to the Proposal deadline (See Section 1 - Project Specific Dates). Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____



ATTACHMENT 1 - AGREEMENT

This Services Agreement (“Agreement”) between **Antelope Valley Community College District**, a public educational agency (“District”) and **[Legal Name]** (“Vendor”) is effective upon the execution date of Vendor and District, whichever shall later occur. District and Vendor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

WHEREAS, the District advertised a formal bid, RFP No. AVC2017/2018-11 for Food Service Operations (“RFP”); and

WHEREAS, Vendor warrants and represents to District that Vendor has provided a responsive proposal that demonstrates it has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Scope of Service.** Vendor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment(s), and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment(s) are referred to as “Services.” Vendor’s Services will be timely and performed or provided consistent with the profession skill and care of Vendor’s profession and in compliance with all applicable laws and regulations.
- 2. Term.** This Agreement will begin effective May 15, 2018 through May 14, 2020, unless terminated earlier in accordance with the terms of the attached Agreement. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties.
- 3. Fees and Reimbursements.** [Based on awarded Vendor’s proposal.]
- 4. Licenses and Permits.** Vendor and all of the Vendor’s employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
- 5. Competitive Products.** The District shall have the right to sell items that compete with Vendor’s items. However, pricing for like items shall remain consistent between outlets and vending machines. For example, Pepsi 20 ounce bottled beverages shall remain at a consistent price between the Bookstore, Vending Machines and Vendor outlet.
- 6. Product Change/Cost.** The Auxiliary Services committee shall have the right to meet with Vendor and review and recommend changes as requested by Vendor, Students and Staff. Additionally, said committee will also approve all price changes prior to changes being enforced by Vendor.
- 7. Janitorial.** Vendor will be responsible for cleaning, mopping, clearing of tables and cleaning of floors in the kitchen, servery area, and dining room during regular business hours as defined in the proposal. Vendor will clean the filters and visible surfaces of exhaust hood system. Vendor will be responsible for contracting, on a quarterly basis, to have the exhaust hoods and flumes cleaned from ceiling to roof. The

District will be responsible for all Janitorial services outside of regular hours, including emptying of waste and recycle bins, cleaning and mopping/vacuuming of floors and cleaning of dining area. The District will perform regularly scheduled deep cleaning of floors, ceilings, walls, and windows.

8. **Exclusive Soft Drink Agreement.** The District currently has an exclusivity agreement with PepsiCo, whereby only PepsiCo branded beverages may be sold on district premises. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement in effect, as designated by the District, upon sixty (60) days written notice by the District to Vendor.
9. **Deliveries.** Vendor and the District will mutually determine and agree to the delivery schedule. Vendor pledges its best efforts to complete such deliveries, loading and unloading of goods and merchandise to its Premises during such hours and on such days of the week as determined. Deliveries made by common carriers must, by necessity, be exempt from these restrictions (i.e., United Parcel Service, Federal Express, or United States Postal Service). Vendor will dispatch all appropriate personnel required to receive common carrier deliveries. The District will in no way be responsible for Vendor common carrier deliveries. Carriers are subject to enforcement by LASD for parking or moving violations on and around District property.
10. **Inspection.** The District reserves the right, and without notice, to inspect cafeteria, kitchen and service area to ensure standards are met.
11. **Taxes.** Vendor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Vendor acknowledges and agrees that it is the Vendor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Vendor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Vendor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
12. **Expenses and Equipment.** Vendor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services as noted in the RFP. If the District furnishes any goods, materials, or equipment to Vendor, Vendor assumes complete liability for those goods, materials, or equipment. Vendor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction. Specifically, Vendor will supply, maintain and be fully responsible for unattached equipment, small-wares and products that Vendor purchases in order to provide service for the District. Any and all items purchased by Vendor will be the property of the Vendor, unless purchased by the District at fair market value. Any attached equipment that currently exists will remain the property of the District. Vendor will perform regularly scheduled preventative maintenance on District owned equipment. Any equipment Vendor purchases at the beginning of the term is the sole financial responsibility of the Vendor as stated in the RFP. Any repairs, parts or replacements of District owned equipment will be funded from the Vendor.
13. **Standard Commercial Use.** Vendor, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the types of products and equipment used by Vendor to perform the Services have been

placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Vendor will not deviate from this provision without the express written consent of the District.

- 14. Preventative Maintenance and Warranty.** Vendor will perform all full preventative maintenance to keep the equipment noted in its response to the RFP in the most efficient mechanical and working condition possible. Vendor agrees to provide adequate training of District personnel to efficiently operate and maintain any products or equipment installed. Vendor warrants all equipment against manufacturing defects for a period not less than one (1) year from the District's date of acceptance, covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period, including transportation costs. Vendor will pass along to the District all manufacturer warranties available.
- 15. Compliance with Applicable Laws.** The Services must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, the Services, Vendor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 16. Standard of Performance.** The Vendor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work and provide the Services required of the Vendor by this Agreement.
- 17. Independent Contractor.** In the performance of this Agreement, Vendor shall act as an independent contractor. Vendor shall perform the Services and obligations under this Agreement according to the Vendor's own means and methods of work which shall be in the exclusive charge and under the control of Vendor, and which shall not be subject to control or supervision by the District except as to the results of the work. Vendor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. Vendor and employees must have Livescan/Background certification prior to beginning work on District property (Attachment 2). Vendor is not authorized to make any representation, contract or commitment on behalf of the District.
- 18. Manager.** Vendor shall provide the District an on-site manager with not less than three (3) years' experience at a similar location. The assigned person(s) shall be interviewed and approved by the District's Executive Business Officer and Auxiliary Services Manager as well as the Contractor's local office. The person(s) shall not be changed more than one time per year unless requested by and/or agreed to by the District's Executive Business Officer and Contractor's local office, and not without a thirty-day (30 day) written notice by either party. Replacement selection shall be made in a manner that is acceptable to and mutually agreed by the District. District shall have the right to evaluate manager and recommend/request replacement or termination.

19. **Time of Performance.** Time is of the essence and Vendor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
20. **Termination.** District may terminate this Agreement for its convenience at any time by written notification to Vendor thirty days prior to the effective date of termination. District will pay Vendor all earned and undisputed amounts for Services provided through the date of termination. Vendor will retain any and all equipment, small-wares, products and inventory purchased by Vendor. The District will have the first right of refusal to purchase any and all Vendor owned items at a fair market value or mutually agreed upon price.
21. **Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment(s). Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
22. **Indemnity.** Vendor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising from all acts or omissions to act of Vendor or its officers, agents, employees, volunteers, and subcontractors, including any claim that Vendor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
23. **Insurance Requirements.** Vendor shall bear the full and complete responsibility for all risk of damage or loss of its equipment, products or money resulting from any cause whatsoever and shall not penalize the District for any losses incurred in association with this lease, except if cause by the gross negligence or willful acts of the District, its agents or employees.

Vendor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Vendor and District from any claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:

- a. Comprehensive General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
- b. Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Vendor's insurance and shall not contribute with it.
- c. Waiver of Subrogation. Vendor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Vendor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Vendor may acquire against the District by virtue of payments of any loss under this insurance.

- d. Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.
- e. Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Vendor shall furnish to the District and attached to this Agreement as Attachment 3, original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any Services under this Agreement. Vendor will be in material default of the Agreement if it fails to timely furnish these documents to the District.

In the event that the Vendors will be providing services off campus that require the use of the Vendor's vehicle, Vendor shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Vendor and District from any claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:

- a. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.

- 24. Workers' Compensation.** Contractor shall have in effect, during the life of this Agreement that the Contractor has employees, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Initial this box if you have employees:

I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Initial this box only if you have no employee and will not submit a Certificate of Workers' Compensation:

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

- 25. Protection of Confidential Information.** Vendor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Vendor will

not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Vendor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.

- 26. Disabled Accessibility and Electronic and Information Technologies.** Vendor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Vendor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement.
- 27. Non-Discrimination Endorsement.** Vendor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Vendor agrees to require like compliance by all hired subcontractors.
- 28. Fair Employment Practices/Equal Opportunity Acts.** District is an equal opportunity employer. By entering into this Agreement, Vendor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment and Housing Act and any other Federal or State law and regulations related to Equal Employment Opportunity. Vendor's personnel policies shall be made available to District upon request.
- 29. Provisions Required By Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement, or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 30. Audit.** Vendor agrees that the District has the right to review, audit, and to copy any of Vendor's or Vendor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Vendor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Vendor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.

- 31. Advertising.** Vendor shall not use the name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 32. Non-waiver.** The failure of the District or Vendor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 33. Notice.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Dawn McIntosh
Director, Purchasing & Contract Services
Antelope Valley Community College District
3041 West Avenue K
Lancaster, CA 93536-5426

For Vendor:

Contact information as referenced in Attachment 1

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

- 34. Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
- 35. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 36. Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- 37. Conflict of Interest and Prohibited Interests.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer,

employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Vendor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Vendor if any such conflict is discovered, and subsequently award to the next preferred vendor.

- 38. Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Vendor. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in Los Angeles County, California.
- 39. Disputes.** Except in the event of the District's failure to make earned and undisputed payments to Vendor, if the District and Vendor have a dispute, each will continue to perform its respective obligations, including Vendor's duty to provide and perform the Services, during all attempts to resolve the dispute.
- 40. Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.
- 41. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Vendor and the District. Neither Vendor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 42. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 43. Entire Agreement.** This Agreement and Attachment(s) constitute the sole entire Agreement and understanding between the District and Vendor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Vendor.

IN WITNESS WHEREOF, the District and Vendor have executed this Agreement as of the dates set forth below.

[VENDOR]:

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT:

Name: _____

Name: Edward Knudson

Title: _____

Title: Superintendent/President

Date: _____

Date: _____

ATTACHMENT 1 – VENDOR’S PROPOSAL TO RFP NO. AVC2017/2018-11

ATTACHMENT 3 – VENDOR’S CERTIFICATE(S) OF INSURANCE