



## Antelope Valley College District

Business Services - Purchasing and Contract Services

3041 W. Avenue K | Lancaster, CA 93536-5426

661-722-6310 | [purchasing@avc.edu](mailto:purchasing@avc.edu)

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### REQUEST FOR RFP FOR CONCESSION SERVICES RFP No. #AVC2016/2017-14

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 March 28, 2017** sealed submittals for **Concession Services RFP #AVC2016/2017-14**. 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> and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFP notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFP.

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 Denise Anderson, Buyer at [purchasing@avc.edu](mailto:purchasing@avc.edu).

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Mina Hernandez  
Manager, Purchasing and Contract Services

Publication Dates:

1st: 02/23/17

2nd: 03/02/17



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### 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”):

**Concession Services  
RFP No. AVC2016/2017-14**

Sealed Proposals must be received by, but **no later than 11:00 A.M. (PST), March 28, 2017**. 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 District Buyer whose contact information is noted herein. The RFP is also available online at [https://www.avc.edu/administration/busserv/\[RFQ/RFB/RFP\]biddocs](https://www.avc.edu/administration/busserv/[RFQ/RFB/RFP]biddocs) and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFP notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFP. 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 &amp; 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 &amp; 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](mailto: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 job walk is scheduled **March 14, 2017 to begin promptly at 10:00 a.m. (PST)**. Bidders are to meet at Antelope Valley Community College District, Lancaster campus, 3041 W. Avenue K, Administration Building A140, Lancaster, California 93536. **THIS MEETING IS OPTIONAL.** If you intend to participate, please RSVP at: [purchasing@avc.edu](mailto: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 Vendors for concession services. The selected Vendor shall operate independently within the District and will be required to furnish goods and services, including (but not limited to): transportation; services/labor; equipment and materials necessary to furnish and operate its concession services. The selected Vendor shall enter into a contract effective July 1, 2017 through June 30, 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.

**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: 02/23/17 2nd: 03/02/17
<b>JOB WALK (optional)</b> 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536 RSVP: <a href="mailto:purchasing@avc.edu">purchasing@avc.edu</a>	03/14/17 at 10:00 a.m.
Last Day for Bidders to submit questions	03/15/17 before 5:30 p.m.
Last day for District to Respond to questions	03/21/17 before 5:30 p.m.
<b>DEADLINE FOR PROPOSAL SUBMISSIONS</b>	<b>03/28/17 before 11:00 a.m.</b>
Public Opening of Proposal 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536	03/28/17 at 11:30 a.m.
Interviews (optional)	To be Determined
Anticipated Board Approval	To be Determined

\*Dates may change with or without notice



**Evaluation of Proposal:** The Proposal review process used to select qualified Bidders will be as follows:

- a. The District will review and evaluate all Proposal received using the criteria noted in following section. Incomplete Proposal may be rejected as non-responsive, and may result in being excluded from this legal resource pool.
- b. A District Evaluation Committee may elect to conduct oral interviews of selected Bidders. The District may request selected Bidders to make an oral/visual presentation in connection with the oral interview.

**Evaluation Criteria:** Bidders submitting a Proposal are advised that all responsive documents will be evaluated to determine each Bidder's ability to best meet the needs of the District. The District's evaluation will include a consideration of the following criteria:

- a. **Responsiveness.** Responsiveness of the Proposal clearly states the Bidder's services and how it meets the requirements of the RFP.
- b. **Qualifications.** The extent of the Bidder's previous experience and background in conducting similar services. Such experience will also include assessment of the Bidder's outcomes for particular matters handled by Bidder for higher education and/or public institutions.
- c. **Experience/Ability.** The District will evaluate the prior experience and success of Bidders to establish effective working relationships within the setting of a higher education and/or public institutions. This shall include the quality of key personnel to deliver high-quality professional services in a timely manner.
- d. **References.** Information obtained by the District from the Bidder's provided references and other clients.
- e. **Cost and Fee Structure.** The Bidder's proposed fees for services.
- f. **Other criteria as deemed appropriate.**

**Optional Proposal Interviews:** It may also be necessary, at the discretion of the District, to conduct 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 E 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.

**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 Denise Anderson, District Buyer - Purchasing and Contract Services at [purchasing@avc.edu](mailto: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.

**Protest Against Award:** Any Bidder wishing to file a protest against this RFP document or a selected Proposal must do so in writing within 72 hours after Proposals are reviewed. All protests will be taken under advisement. Any protest received after that will not be recognized. A protest of any Bidder's Proposal will be delivered to the Antelope Valley Community College District, Attention: Denise Anderson, Purchasing and Contract Services Department, 3041 West Avenue K, Lancaster, CA 93536-5426, by certified mail or by personal delivery during normal working hours.

**Post-Award Debrief:** An oral debrief by telephone may be requested by Bidders who were not selected. Such request should be made in writing to [mihernandez@avc.edu](mailto:mihernandez@avc.edu) within five (5) calendar days from the date winning Proposal is approved by Board.

**END OF SECTION**





**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

The selected Vendor will use the concession spaces as designed, including provided utilities service points. Any equipment necessary shall be the responsibility of the Vendor and will comply with all sanitation rules and regulations of the District, local, and state health and sanitation agencies and their agents, including but not limited to, meeting the minimum requirements for the Food Service establishments requirements for compliance with the Los Angeles County and State of California Health Department Administrative Rules.

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 exclusivity agreement may change and Vendor agrees to change beverages to comply with exclusivity agreement then in effect, as designated by the District, upon 60 days written notice by District to Vendor.

Vendor shall be solely responsible for obtaining licenses, certifications, permits, and insurance as required by law. Vendor shall be solely responsible for making any necessary payments required. Vendor will provide proof of the following on July 1 of each year:

- Valid Serve Safe Certification
- W-9
- Insurance Coverage and Workers Compensations coverage for staff.

At all times, one person on site, employed by Vendor, must have a current Serve Safe Certification and servers must have a Food Handlers Certificate as required by Los Angeles County and State of California Health Department Administrative rules.

**Concessions Attendance 2016-2017:**

<b><u>Football</u></b>		<b><u>Basketball</u></b>	
9/17/2016	524	11/12/2016	139
10/1/2016	495	12/2/2016	220
10/22/2016	347	12/3/2016	160
10/29/2016	402	12/4/2016	155
		12/16/2016	166
		12/17/2016	127
		12/18/2016	114

<b><u>Football</u></b>	
Paraclete Home	~700
Paraclete Homecoming	~1500
Paraclete Playoffs	~1500



**Days/Hours of Operation:** The Vendor will need to provide services at the appropriate concession location for the following sports/events:

- Football (AVC and High School)
- Basketball (AVC and High School)
- Softball (As determined by Athletics)
- Baseball (As determined by Athletics)
- Track (As determined by Athletics)
- Dance (AVC and Community - As determined by Athletics)

All schedules and updates may be found at this location: <http://gomarauders.avc.edu/landing/index>

**It is the responsibility of the Vendor to keep current regarding sports schedules.**

The Vendor will be required to serve food and beverages 30 minutes prior to the start of an event unless otherwise requested. The Vendor will be required to provide that same service until the end of the 3<sup>rd</sup> quarter for football and basketball; until 60 minutes prior to the completion of a track meet; through the 6<sup>th</sup> inning of softball; through the 8<sup>th</sup> inning of baseball; and as determined by dance for dance events.

In addition to the specific events listed, there will be certain times and hours that the vendor will need to support community activities that occur on campus. The District will notify the Vendor at least 7 days in advance if service is required.

All food products can be prepared in the concession stands apart from the basketball concessions. All food for basketball concessions must be ready to serve – with the exception of popcorn. The menu for all events must be conducive to a sporting environment. For example, popcorn, hot dogs, nachos and candy.

Vendor acknowledges that no alcohol or tobacco products are to be sold or consumed on campus. Glass containers cannot be sold on campus.

**Commissions:** The Vendor will provide a minimum of eight percent (8%) gross sales as commission on sales. Payments to the District will be a minimum of one-hundred dollars (\$100) provided the total gross sales for the day's concessions are three-hundred dollars (\$300) or more. The Vendor's commission account will be reconciled annually. The acceptance by both parties of sales/commissions reports shall be without prejudice and shall in no case constitute a waiver of the right to examination of the District's or Vendor's books and records of its gross sales and inventories of merchandise. A sales report is due to the Director of Auxiliary Services on the fifteenth (15<sup>th</sup>) of each month along with commission payment for events that occur during the prior month.

Vendor and staff will perform services in:

- friendly, professional and courteous manner;
- be neatly/cleanly attired; and
- provide efficient service for customers.

Vendor shall offer no gratuities to school personnel nor shall school personnel accept gratuities from Vendor. School Officials will at all times have full authority to enforce proper and safe conduct of all



persons and activities on school property. The Board of Trustees reserves the right to require police protection for all activities held on school property when it deems such protection desirable. Vendor will comply with all of the District’s vehicle regulations, including parking.

**Required Services and Equipment:** The District will provide the following equipment:

**FOOTBALL**

- Pretzel Warmer
- 2 Star Food Warmers
- 1 2-door Pepsi Cooler
- 1 Bunn Hot Brewer
- 1 Chip Warmer
- 1 Hot Dog Roller
- 2 Microwaves
- 1 Popcorn Maker
- 1 2-door Freezer
- 2 2-door Refrigerators
- 4 Locking Cages
- Ice Scoops
- Lockers

**BASKETBALL**

- 1 Popcorn Maker
- 1 Chip Heater
- 2 Drawer Warmer
- 1 Door Freezer
- 2 Star Food Warmers
- 2 Star Food Kettles
- 1 Churro Heater
- 1 Pepsi Cooler
- 1 3 Foot Stainless Steel Table

This equipment will be available to the Vendor for use during the agreed upon dates of the contract. Cleaning and maintenance will be the responsibility of the Vendor. Training for equipment use is the responsibility of the District; abuse and neglect is the responsibility of the Vendor. Any paper goods required for the equipment are the responsibility of the Vendor. Equipment needed, aside from what is already on site, must be provided by vendor. Equipment examples, including but not limited to kitchen equipment, mobile food and beverage carts, point of sale systems, credit/debit card machines, cash registers. Vendor must maintain all equipment in good working condition throughout the term of the contract.

Vendor agrees that all equipment to be used and/or installed at the District is not only to be of such construction as to meet all minimum federal standards of safety of operation and, as applicable, carry the NSF (Nations Sanitation Foundation) and UL seals of approval and comply with the minimum sanitation requirements, but also coordinated with the Facilities Services Department in advance. Vendor must comply with all state, county and city codes. In addition, all credit card and cash register equipment must be PCI compliant. If Vendor is requesting a public work (construction) project, as defined by California Labor Code section 1720, Vendor must adhere to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration) as a prerequisite to any work being performed under this Agreement. Vendor shall adhere to the requirements of California Labor Code Sections 1771 through 1776, and to California Education Code Section 81704, when the Services performed require compliance with these Sections.



The Vendor must supply the necessary tools and equipment to run their business. For example, Vendor will supply the following (but not limited to): condiments, paper goods, office supplies, printed materials, dishware, and cleaning and ware washing supplies.

**Premises:** Vendor acknowledges and agrees that the District property must be protected from damage and mistreatment, and ordinary precaution of cleanliness maintained. Visual inspections shall occur, with both Vendor and Auxiliary Services to determine “wear and tear” or situations requiring extra labor on the part of the District work force directly attributable to the Vendor. If the facility is found damaged, abused, or dirty after use, the Vendor agrees to be financially responsible. An additional charge for cleaning and/or repair will be billed to the Vendor. It is the responsibility of the Vendor to contact the District’s personnel to make arrangements for inspection.

Other than sweeping/mopping, all custodial work shall be the responsibility of the Vendor. Trash will be removed by the District’s Custodial staff. The facility must be maintained in a manner that will meet all Federal and State Health Code. Should Vendor not maintain the facility in a manner that is acceptable, it will be grounds for termination of the contract.

Flammable decorations shall be fire resistant or flame proofed in accordance with the requirements of the State Health Code. No device which produces flame, sparks, smoke or explosions shall be used in any of the District’s facilities. The use of any material or device which constitutes a fire hazard is expressly prohibited.

Vendor will not assign or sublet concession to any other Vendor.

Signage may not be erected on the District premises without approval from the District’s Facilities Services Department. The Vendor is responsible for removing any advertisement or handout material at the conclusion of any event.

Vendor understands and agrees that security for inventory and property cannot be guaranteed. However, the District will permit the vendor to store necessary equipment, food, beverage and other product necessary for the concessions at the facility with limited access by the District’s staff and others.

**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.

### SUGGESTED FORMAT

- 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/company 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 copy of licenses referenced in the Scope of Work and that said licenses 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. **Submission of Bidder's Information**
  - a. Bidder must present a proposed method of satisfying the requirements as specified in the Scope of Work; the narrative must directly reference the Scope of Work.
  - b. Brief History of the Bidder, including a resume(s) or CV(s) of the personnel proposed to be assigned to perform work on District matters.
  - c. The location and listing of resources of the local office (e.g., number of partners, associates, clerical staff, etc.), and the distance from this office to the District.
  - d. Professional memberships, certifications, licenses, and other qualifications for key individuals assigned to the District.



- e. Bidder's experience and qualifications for similar types of engagements; this summary must include Bidder's experience in each of the areas of specialty listed herein for which the Bidder is submitting a Proposal.
- IV. Food/Concession Services Offerings/Menu:** Bidder shall attach a proposed menu with related pricing.
- V. Business Profile (Exhibit A):** Bidder shall submit a completed Business Profile.
- VI. Certificate of Non-Discrimination (Exhibit B):** 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.
- VII. 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.
- VIII. References Form (Exhibit D):** A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.
- IX. Agreement to Terms and Conditions (Exhibit E):** 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.
- X. Addenda Acknowledgement (Exhibit F):** 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.
- XI. 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**



**EXHIBIT A- BUSINESS PROFILE**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

Bidder shall submit the information as requested below.

1. Full Legal Name. \_\_\_\_\_

2. Form of Entity. Check appropriate box.

Corporation \_\_\_\_\_  
(State of Incorporation & Corporate Registration No.)

Partnership \_\_\_\_\_  
(Describe type of partnership i.e., general partnership, limited partnership)

Limited Liability Company

Limited Liability Partnership

Joint Venture \_\_\_\_\_  
(Identify each member of Joint Venture and form of entity of each Joint Venturer)

Sole Proprietorship \_\_\_\_\_  
(Identify all equity owners)

3. Contact Person.

Name	
Street Address/City/State	
Phone/Fax	
Mobile	
Email Address	

4. Years In Business. The Bidder has provided services under Bidder’s current trade/business name for the following amount of years: \_\_\_\_\_

5. Prior Trade/Business Name. Has the Bidder, in the prior ten (10) years conducted business under a trade name or business name that is different than the Bidder’s current trade/business name?  Yes

No If “Yes” identify all prior trade/business names used by the Bidder in the prior ten (10) years: \_\_\_\_\_.

6. Please indicate your Federal Tax Number: \_\_\_\_\_

7. Total number of employees \_\_\_\_\_ Full time \_\_\_\_\_ Part time \_\_\_\_\_

8. Identify personnel to be assigned to the District project, i.e. Supervisor, Foreman, Laborer, etc. and their qualifications.

9. Provide a list of all equipment available to perform the required services, as appropriate (attach additional pages labeled – Equipment).



**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 - REFERENCES**

<b>Bidder shall provide a minimum of three Customer References with three (3) or more years' experience with the Bidder.</b>	
<b>REFERENCE #1</b>	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE # & EMAIL ADDRESS	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	
<b>REFERENCE #2</b>	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE # & EMAIL ADDRESS	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	
<b>REFERENCE #3</b>	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE # & EMAIL ADDRESS	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

**(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)**



**EXHIBIT E – 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 F – 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: _____



## **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**
- SUBMISSION OF BIDDER'S INFORMATION**
- SERVICE OFFERINGS/MENU WITH PRICING**
- EXHIBIT A – Business Profile**
- EXHIBIT B – Certification of Non-Discrimination**
- EXHIBIT C – Non-Collusion Affidavit**
- EXHIBIT D - References**
- EXHIBIT E – Agreement to Terms and Conditions**
- EXHIBIT F – Addenda Acknowledgement**
- ADDITIONAL MATERIALS (OPTIONAL)**



ANTELOPE VALLEY COLLEGE

**CONCESSION SERVICES**  
**RFP No. AVC2016/2017-14**

**ATTACHMENT 1 - AGREEMENT**



## CONCESSION SERVICES AGREEMENT

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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. AVC2016/2017-14 for Concession Services (“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 July 1, 2017 through June 30, 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.** Vendor will receive compensation in an amount noted in the RFP for Services performed. District will pay Vendor all amounts owed within 30 days of receipt of Vendor’s undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 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.
- 6. 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.
- 7. 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.



## CONCESSION SERVICES AGREEMENT

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- 8. Expenses and Equipment.** Vendor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Vendor, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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 is not authorized to make any representation, contract or commitment on behalf of the District.
- 14. 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.





## CONCESSION SERVICES AGREEMENT

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- 15. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Vendor three 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.
- 16. 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.
- 17. 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.
- 18. Insurance Requirements.** 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. Commercial 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. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
- 19. 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



## CONCESSION SERVICES AGREEMENT

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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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.



## CONCESSION SERVICES AGREEMENT

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25. **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.
26. **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.
27. **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:

Mina Hernandez  
Manager, Purchasing  
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.

28. **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.
29. **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.
30. **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.
31. **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



# CONCESSION SERVICES AGREEMENT

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.

- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name: Edward Knudson  
 Title: Superintendent/President  
 Date: \_\_\_\_\_



**ATTACHMENT 1 – VENDOR’S PROPOSAL TO RFP NO. AVC2016/2017-14**