



July 19, 2012

Antelope Valley Community College District invites you to submit a proposal for the Lancaster, CA campuses Food and Beverage Concession Stand Services.

A Request for Proposal (RFP) for the Food and Beverage Concession Stand Services is enclosed for your information. Please pay particular attention to the section that explains information to include in your response.

Two dates are significant in our Request for Proposal:

1. Your proposal (two copies) must be received no later than 1:00 pm, **August 6, 2012.**
2. The Governing Board intends to select the Vendor at its regular meeting on **August 13, 2012.**

Selection will be made based on information supplied in your proposal.

Please visit our website at [www.avc.edu](http://www.avc.edu) for a multitude of information on the institution. If you have any questions about our District or would like to submit a proposal, please contact our Buyer, Angela Musial, via e-mail: [amusial1@avc.edu](mailto:amusial1@avc.edu). You may obtain additional copies of the RFP through our purchasing website, [www.avc.edu/administration/busserv/RFPbiddocs.html](http://www.avc.edu/administration/busserv/RFPbiddocs.html). Thank you for your interest in the college.

Sincerely,

Angela Musial  
AVCCD Buyer

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ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Request for Proposal  
Food and Beverage Vendor for Snack Concession Services

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## **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

### **NOTICE FOR REQUEST FOR PROPOSALS**

#### **Food and Beverage Vendor for Snack Concession Services at Antelope Valley Community College District, Lancaster, CA Location**

#### **RFP # AVC2012/2013-2**

The Antelope Valley Community College District invites proposals from food concessionaires to provide services from September 1, 2012 through August 30, 2012. The location of concessions is determined by the sport or event that is taking place. All concessions are on the AVC campus, located at 3041 W Avenue K Lancaster, CA 93536. A schedule for each sport will be provided to the Vendor one (1) month prior to the first "home" game.

Please visit our website at [www.avc.edu](http://www.avc.edu) for a multitude of information on the institution. If you have any questions about our District or would like to submit a proposal, please contact Angela Musial via email: [amusial1@avc.edu](mailto:amusial1@avc.edu). Copies of the RFP can be obtained thru the Antelope Valley Community College District's Purchasing website, [www.avc.edu/administration/busserv/RFPbiddocs.html](http://www.avc.edu/administration/busserv/RFPbiddocs.html)

NOTICE IS HEREBY GIVEN that the Antelope Valley Community College District, hereinafter referred to as the "District," will receive up to, but not later than, 1:00 p.m. on Monday, August 6, 2012, sealed proposals for the award of a contract for concessions services for up three fiscal years, ending August 30, 2015. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed for a period not to exceed two years, or any interval that is advantageous the District.

Proposals shall be delivered and addressed to the Antelope Valley Community College District, Office of Business Services, 3041 West Avenue K, Lancaster, CA 93536 and shall be labeled "Concessions for Antelope Valley College." Proposals will be opened and Vendor's names read aloud publicly at 2:00 p.m. on Monday, August 6, 2012 in room A141.

Any Vendor or Partnership who wishes its proposal to be considered is responsible for making certain that its proposal is received in the Office of Business Services by the proper time. No oral, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened.

## **Section 1: SCOPE OF WORK**

### **GENERAL REQUIREMENTS.**

#### **1.0 Scope of Project**

Each proposal must contain a detailed description of how the Vendor will meet the requirements of this RFP. The proposal may also include descriptions of any enhancements, value added components, or additional services the Vendor can provide that are not mentioned in the RFP descriptions.

Contract Term. This contract shall take effect on September 4, 2012 and terminate on August 30, 2015, unless terminated earlier in accordance with the terms of this contract.

Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed for a period not to exceed two years, or any interval that is advantageous to the District. The renewal is dependent upon the District's need to continue the contract.

In consideration of the commissions and covenants hereinafter set forth, the District shall contract with the Vendor and the Vendor hereby shall provide for the District the following described services in accordance with the following terms and conditions:

Vendor shall unconditionally agree in connection with the future conduct of his business in the contracted premises to fully obey and comply with all laws and regulatory rulings of the United States of America, State of California, rules and regulations now or in the future promulgated incident to the operation of retail businesses in Los Angeles County, California, by the County Commissioners of Los Angeles County, and all rules and regulations promulgated by appropriate authorities of the Antelope Valley Community College, the Board of Trustees of the Antelope Valley Community College District, with regard to the conduct of retail business and related activities in facilities of the Antelope Valley College, and all rules and regulations now or in the future promulgated by the managers or administrators of the College Auxiliary Services incident to the operation of concession facilities at the District's Lancaster California campus.

It is expressly recognized, agreed and understood by the Vendor that from time to time responsible authorities charged with the administration of the facilities at the District, and Auxiliary Services may, without prior notice to the Vendor, effect changes in existing rules and regulations or adopt new rules and regulations which may affect the Vendor's use and occupancy of the contracted premises, but which, barring the unreasonable, the arbitrary or the capricious, shall be fully binding on the Vendor in the conduct of the Vendor's business on the contracted premises with the same force and effect as if the same were now in existence and fully disclosed to the Vendor.

The concession stands and services are designed for District students and patrons (clientele), who attend events and functions on the campus to be able to purchase food and beverage products as are herein described.

## **1.1 General Requirements**

The District's Lancaster, CA campus has four different concession stands in which the Vendor would service:

1. Football Concession, located in the Football Stadium, for Football and Track Events
2. Baseball Concession, located in the Baseball Stadium, for Baseball Events
3. Softball Concession, located in the Softball Stadium, for Softball Events
4. Basketball Concession, located in the Gymnasium, for Basketball and Dance Events

**1.1.1** The Vendor must use the concession spaces as designed including provided utilities service points and any equipment necessary shall be the responsibility of the Vendors and must comply with all sanitation rules and regulations of The Antelope Valley College, 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.

**1.1.2** 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 to any union, guild, or artists association.

Vendor must provide, prior to September 4, 2012, a Serve Safe Certification, W-9, Insurance Coverage and Workers Compensation coverage for staff. At all times, one person on site, employed by Vendor, is to have current Serve Safe Certification.

### **Insurance requirements are as follows:**

**Workers' Compensation Insurance.** Contractor shall purchase and maintain Workers' Compensation Insurance protecting the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Limits of coverage shall meet or exceed that which is established by law.

**Comprehensive General Liability and Property Insurance.** The Contractor shall purchase and maintain Comprehensive General Liability and Property Insurance as will protect the Contractor from the types of claims including, but not limited to, that which is set forth below which may arise out of or result from Contractor's operations under the Agreement and for which the Contractor may be legally responsible: 1 ) claims for damages because of bodily injury, occupational sickness or disease or death of the

Contractor's employees; 2) claims for damages because of bodily injury, sickness or disease or death of any person other than the contractor's employees; 3) claims for damages incurred by usual personal injury liability coverage which are sustained a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or b) by another person, 4) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; 5) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and 6) contractual liability insurance applicable to the Contractor's obligations under this Agreement.

**Limits of Coverage.** Pursuant to the above, the Contractor shall obtain and maintain and shall require each Subcontractor of any tier, to obtain and maintain insurance coverage's in the following coverage amounts: Comprehensive General Liability and Automobile Liability Insurance for injuries to persons including accidental death, to any one person in an amount not less than \$1,000,000.00, subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.00.

Antelope Valley College to be named as additional insured on Certificates of Insurance and must be signed by an Authorized Representative of the Insurance Carrier to be valid. There shall be a 30 day Cancellation Notice required on all Certificates of Insurance.

**1.1.3 Days/Hours of Operation** – The Vendor will need to provide food and beverage services (schedule provided in Attachment A) at one of the above mentioned concession stands for the following sports/events:

- Football (AVC)
- Basketball
- Track (as determined by Dean of Athletics)
- Softball (as determined by Dean of Athletics)
- Baseball (as determined by Dean of Athletics)
- Dance (as determined by Dean of Athletics)

The Vendor will need to be available to serve food and beverage one hour prior to the start of an event to 30 minutes prior to end of event. Some events will require availability until the event concludes. There is a possibility that the Vendor will need to provide services consecutively and/or at more than one concession location at a time.

In addition to the normal events above, there will be certain times and hours that the Vendor will need to be available. These will be special events, such as tournaments and high school football games. The District will notify Vendors at least 7 days in advance if their service is required.

**1.1.4** All food products can be prepared in the concession stands apart from the Basketball Concession. All food for the Basketball Concession must be ready to serve with the exception of popcorn.

**1.1.5** The menu shall consist of the following items:

**Beverages\***

Pepsi  
Diet Pepsi  
Sierra Mist  
Dr. Pepper  
Aquafina Water  
Coffee (with assorted sweeteners/creamer)  
Hot Cocoa

\*As an exclusive Pepsi campus, **all** beverages must be Pepsi

**Food**

Popcorn  
Hot Dogs  
Nachos  
J&J Soft Pretzels  
Plain Lays Potato Chips  
Doritos (Nachos)  
Doritos (Cool Ranch)  
Red Vines  
M&M Peanut  
M&M Plain  
Snickers  
Hershey Bar (plain)

Other food product the Vendor may wish to provide must be approved by Director of Auxiliary Services.

No alcohol or tobacco products to be sold or consumed on campus.

Glass containers are not to be sold on campus.

**1.1.6** Commissions: The College will deduct a minimum of 8% of gross sales (excludes meal maintenance), as commission on sales (payment to the College shall be no less than \$100/game). Vendor's commission account must be reconciled annually, by no later than June 15<sup>th</sup>. 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 College's or Vendors book and records of its gross sales and inventories of merchandise. A sales report is due to the Director of Auxiliary Services on the 15<sup>th</sup> of each month along with commission payment.

**1.1.7** Vendor and Vendor's staff, must perform campus service in a friendly, professional, and courteous manner; and be neatly/cleanly attired.

**1.1.8** Vendor shall offer no gratuities to school personnel nor shall school personnel accept gratuities from Vendor.

**1.1.9** 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

**1.1.10** Vendor must comply with all Antelope Valley College vehicle regulations (including parking).

## **1.2 Required Services and Equipment**

**1.2.1** All additional property and/or equipment provided or rented by the Vendor must meet applicable city, county, state, and federal safety requirements. AVC owned equipment, materials, or supplies of any nature that are not a part of the approved permit are off limits to the Vendor.

Training on AVC owned equipment will be provided by AVC Food Services

Regular use and wear to be the responsibility of the AVC; abuse and neglect is the responsibility of the Vendor.

Popcorn maker for any concession area with the exception of West Campus must be supplied by Vendor.

The Vendor shall guarantee in writing that all equipment to be used/installed at the College is to be of such construction as to meet all minimum federal standards of safety of operation and, as applicable, carry the National Sanitation Foundation and UL seals of approval and comply with minimum sanitation requirements. Vendor must comply with all state, county, and city codes.

**1.2.2** Vendor shall not be permitted to remove or displace furniture and/or apparatus (including but not limited to lights, curtains, ceiling pieces, etc.) except with the permission and under the supervision of the AVC representative in charge.

Vendor shall be responsible for returning any furniture and/or equipment that has been moved from its proper place. Any removal of AVC fixtures or other damage to AVC property including, but not limited to, unbolting, unscrewing, defacing, painting, or other damaging of AVC facilities is strictly prohibited and may subject Vendor to a fine, repair charges and/or termination of use or occupancy of AVC property. In the event of damage to the property or equipment, the Vendor shall notify the AVC representative as soon as possible.

**1.2.3** Vendor will supply their own condiments, paper goods, office supplies, printed materials, dishware, and cleaning and ware washing supplies.

**1.2.4** The College will supply fire safety equipment and service.

## **1.3 Premises**



AVC property must be protected from damage and mistreatment and ordinary precaution of cleanliness maintained. Prior to and immediately following an event, a representative from AVC and a representative from the Vendor in charge shall conduct a visual inspection of the area(s) used, to determine existing conditions and to note any damage, unusual “wear and tear” or situations requiring extra labor on the part of AVC 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 AVC personnel to make arrangements for the inspection.

**1.3.1** At no time shall there be more persons admitted to any room or facility than the legal seating capacity will accommodate. Flammable decorations shall be fire resistant or flame proofed in accordance with the requirements of the State Health and Safety Code. No device which produces flame, sparks, smoke or explosions shall be used in any AVC facility. The use of any material or device which constitutes a fire hazard is expressly prohibited.

**1.3.2** Vendor may not assign or sublet concession to any other Vendor.

**1.3.3** Signage may not be erected or assembled on AVC premises without approval by AVC. The Vendor is responsible for removing any advertisement or handout material at the end of the event.

**1.3.4** Other than sweeping and mopping, all custodial will be the responsibility of the Vendor. Trash will be removed by the District’s custodial.

## **1.4 Additional Requirements**

**1.4.1** Vendor expressly understands and recognizes that it is neither an agent nor representative of The Antelope Valley College, the Board of Trustees of the Antelope Valley Community College District, or the State of California, nor does it have any standing with those entities other than as herein described. The Vendor expressly covenants and agrees that under no circumstances will the Vendor ever hold itself out or its agents or employees to be agents or representatives of those entities, nor will the Vendor in any fashion publish any advertising message in any advertising medium which would lead any person to believe that the Vendor was the agent or representative of those of The Antelope Valley College, the Board of Trustees of the Antelope Valley Community College District, or the State of California

**1.4.2** Reporting, Record Keeping, and Audits: The Vendor agrees that The Antelope Valley College, California Legislative Fiscal Analyst, and the California Legislative Auditor may audit all records, reports and other documents that the Vendor maintains under the course of this Contract Agreement as required by state statutes, such records, reports, and other documents may be audited at any reasonable time up to four (4) years after the Contract Agreement termination date.

**1.4.3** When appropriate, an AVC employee may be assigned to facilities being used by outside groups. It shall be the duty of this employee to see that rules and regulations are enforced and to report any violations or attempted violations to the Director of Auxiliary Services.

**1.4.4** The Vendor shall at all times during the use and occupancy of the premises thoroughly comply with all ordinances, law and regulations affecting the use and occupancy thereof, including all state and local fire ordinances and health and safety laws.

Use of alcohol or illegal drugs is strictly prohibited.

**1.4.5** Security for inventory and property cannot be guaranteed.

**1.4.6** Smoking shall be prohibited in all areas with the exception of parking lots.

## **Section 2: INSTRUCTIONS TO BIDDER**

**ACCEPTANCE PERIOD.** Proposals are firm for a period of ninety (90) days unless otherwise specified.

**ADDENDA ACKNOWLEDGMENT.** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Vendor to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Vendor shall provide a current power of attorney certifying the agent's authority to bind the Vendor.

**AWARD OF PROPOSAL.** Award will be made to the responsible Vendor whose proposal is deemed to be in the best interest of the District. The following factors will be considered:

- Vendor's food service experience; a minimum of 2 references required
- A proven capability to finance and operate concession service
- An available menu/product option and pricing
- Proposed schedule of operation

Prior to awarding the bid, AVC reserves the right to schedule an interview with the Vendor for the purpose of discussing the proposal, as well as to interview the references provided by the Vendor.

**CANCELLATION OF SOLICITATION.** The District may cancel this solicitation at any time.

**COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.

**DISQUALIFICATION OF VENDOR.** If there is reason to believe that collusion exists among the Vendors, the District may refuse to consider proposals from participants in such collusion. No person, partnership, franchise, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Vendor is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Vendor is interested. If there is reason to believe that collusion exists among the Vendors, the District may refuse to consider proposals from participants in such collusion.

**EXECUTION OF CONTRACT.** Time is of the essence of this contract. The successful Vendor shall execute the contract, including but not limited to signing all necessary

documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Vendor after the District executes the contract. In case of failure of the Vendor to execute and return the contract and all required documents within the time allowed, the District may consider that the Vendor has abandoned the contract. After the contract has been executed, including the insurance documents, a Notice to Proceed will be issued. The Vendor agrees to commence work within ten (10) working days after the date of the Notice to Proceed.

The successful Vendor shall also have no less than **two years (2)** years' food service experience. Each Vendor shall include his/her experience in a section of their proposal and entitle it "Vendor's Experience."

FORMATION OF CONTRACT. Vendor's signed proposal and the District's written acceptance shall constitute a binding contract.

VENDOR'S BACKGROUND. The Vendor must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Vendor in which the Vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The District reserves the right to reject any proposal based upon the Vendor's prior history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

INFORMED VENDOR. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Vendor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT/RFP DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the District a written request for an interpretation or correction. Requests for interpretations shall be made via email to: [amusial1@avc.edu](mailto:amusial1@avc.edu), at least five (5) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the District considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the District as having received RFP documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect.

NOMENCLATURES. The terms Successful Vendor and Vendor may be used interchangeably in these specifications and shall refer exclusively to the Vendor with whom the District enters into a contract because of this solicitation.

OFFERS OF MORE THAN ONE PRICE. Vendors are NOT allowed to submit more than one proposal.

PROPOSAL FORMS. Please submit at least two (2) copies of your proposal forms.

PROPOSAL CONTENT Vendor must describe in detail how they will meet the requirements of this RFP, and may provide additional related information with his/her proposal.

Proposals should be straightforward and concise, providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposal must include Business Name, Mailing Address, Contact Person, Phone Number, Email, Signature and Date.

The District is not liable for any costs incurred by Vendors before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Vendor in responding to the RFP, are entirely the responsibility of the Vendor, and shall not be reimbursed in any manner by AVC.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Vendor unopened.

PROPOSAL MODIFICATIONS. Proposals can be modified and resubmitted up until the proposal deadline. After the proposal deadline no proposals, modified or original, will be accepted.

PROPOSAL OPENING AND RESULTS. Proposals will be opened and the Vendor names publicly read aloud at 2:00 p.m. on Monday, August 6, 2012, in room A141.

PROPOSAL NOTATIONS AND MISTAKES. All notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Proposals received late will not be accepted and will be returned to Vendors unopened.

PROPOSAL, REJECTION OF. The District reserves the right to reject any or all Proposals or any part of a Proposal. The District reserves the right to reject the Proposal of any Vendor who previously failed to perform adequately for the District or any other governmental agency.

PROPOSAL RESULTS. It is not the policy of the District to provide RFP results in response to telephone inquiries. Proposal results are scheduled to be made public at the District's Board of Trustees meeting on August 13, 2012.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Vendor, RFP number, and Submittal Deadline. Vendor's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Vendor's authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted via email to: [amusial1@avc.edu](mailto:amusial1@avc.edu), no later than five (5) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. The Administrative Services Office will answer all questions in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The District reserves the right to reject any or all proposals, or any part of a proposal. The District reserves the right to reject the proposal of any Vendor who previously failed to perform adequately for the District or any other governmental agency.

#### RULES FOR SUBMITTING PROPOSALS.

1. **Submittal Deadline.** Independent Proposals must arrive in the Administrative Services Office, Administration Building, 3041 West Avenue K, Lancaster, CA 93536, by the Submittal Deadline. Independent Proposals may be submitted by hand, by courier, or any other method specified herein.
2. **Responsibility.** Vendors are solely responsible for ensuring that their proposals are received by the District in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals.

3. **Extension of Submittal Deadline.** The District reserves the right to extend the Submittal Deadline when it is in the best interest of the District.
4. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
5. **Late Proposals.** The Submittal Deadline IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned unopened.
6. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Independent Delicatessen/cafe' Vendor.
7. **Sealed Proposal.** Proposals MUST BE sealed upon submittal. SIGNATURES: An individual who is authorized to bind the Vendor must sign the proposal.

### **Section 3: TERMS AND CONDITIONS**

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Except as noted hereunder, successful Vendor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Antelope Valley Community College District.

**ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**AUTHORITY OF THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT.** Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Vendor hereunder.

**CANCELLATION OF THE CONTRACT.** *Without* cause, the District may cancel this contract at any time with thirty (30) days written notice to the Vendor. *With cause*, the District may cancel this contract at any time with ten (10) day's written notice to the Vendor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Vendor may not cancel this contract without prior written consent of the Vice President, Administrative & Administrative Services.

**COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS.** Vendor hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Vendor's response. Vendor may submit an attachment entitled "Exceptions to Specifications," which must be signed by Vendor's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

**COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT.** Vendor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433), that in the hiring of skilled labor for the performance of any work under this contract, no Vendor firm by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.



COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the District and the Vendor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Vendor's successful submittals, supplemental agreements, and any and all written agreements, which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended out of causes beyond the control Vendor, the Vendor shall notify the District in writing, within twenty-four (24) hours, after the delay. Such causes may include, but are not limited to: acts of God, war, fires, floods, epidemics, strikes and severe weather.

FORMATION OF CONTRACT. Vendor's signed offer (Proposal) and the District's written acceptance shall constitute a binding contract.

INSURANCE. Before performing services, the successful bidder will provide evidence of the following insurance coverage:

1. Workers' Compensation insurance as required by Labor Code Section 3700 for all employees of the firm and any subVendor who directly or indirectly provides services to the District under the contract.
2. Comprehensive general and automobile liability insurance with a minimum of \$1 million and combined single limit per occurrence, to include premises and operations, independent contractual, broad form property damage endorsement, vehicles owned, non-owned and hired.
3. Professional liability (errors and omissions) insurance with a minimum of \$1 million per occurrence.

During the life of the contract, the Manager/Administrator shall maintain insurance policies and/or memorandum of coverage with carriers that are acceptable to the District.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Los Angeles, in the State of California. The parties further stipulate that the county of Los Angeles, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. The Vendor and the District shall be severed from this contract any provisions, or portion of any provision, of this contract that are held invalid, illegal or unenforceable. The Vendor and the District shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including, *but not limited to*: the Request For Proposals, Instructions To Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Special Provisions, and Workers' Compensation Insurance Certificate, Non-Collusion Affidavit, Confidentiality Agreement,

WAIVER OF LIABILITY. Vendor agrees to indemnify and hold harmless AVC and its employees.

## VENDOR REPRESENTATION AND CERTIFICATON

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. The offer is being offered independently of any other Vendors and is in full compliance with the collusive prohibitions of this State. The Vendor certifies that no employee of its firm has discussed, or compared the proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
3. The Vendor will accept any awards made to it as a result of this solicitation if the acceptance is made within 90 calendar days after the proposal due date.

I hereby certify that I am submitting the following offer as my company's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Submitted by: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Agent

Include this form in your proposal packet.

## Intent to Respond Form

Please complete and fax or e-mail this form to Angela Musial before **2:00 p.m. PST July 30, 2012.**

**To: Angela Musial**

Antelope Valley Community  
College District

Telephone: (661) 722-6310

FAX No. (661) 722-6320

E-mail address: [amusial1@avc.edu](mailto:amusial1@avc.edu)

**From:** \_\_\_\_\_

Company  
Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

FAX No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

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**Re: RFP # 2012/2013-2, Food and Beverage Vendor for Snack Concession Services**

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Please indicate your intent to respond to the RFP by placing an "X" in one of the following boxes

We intend to respond to this RFP by 1:00 p.m. PST August 6, 2012

We will not be responding to this RFP.

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Contact Person

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Signature of Contact Person

By signing this intent to respond, you and your company are bound by the confidentiality terms of the RFP.

## Attachment A AVC Sport Schedule 2012/2013\*

- **Baseball 2012/2013 Schedule**

<b>Date</b>	<b>Location</b>	<b>Event Start Time</b>
Saturday, February 2, 2013	Baseball Concession	Noon
Tuesday, February 5, 2013	Baseball Concession	2:00 PM
Friday, February 8, 2013	Baseball Concession	2:00 PM
Tuesday, February 12, 2013	Baseball Concession	2:00 PM
Saturday, February 16, 2013	Baseball Concession	Noon
Thursday, February 21, 2013	Baseball Concession	2:00 PM
Tuesday, February 26, 2013	Baseball Concession	2:00 PM
Saturday, March 2, 2013	Baseball Concession	Noon
Thursday, March 7, 2013	Baseball Concession	2:00 PM
Tuesday, March 12, 2013	Baseball Concession	2:00 PM
Saturday, March 16, 2013	Baseball Concession	Noon
Thursday, March 28, 2013	Baseball Concession	2:30 PM
Thursday, April 4, 2013	Baseball Concession	2:30 PM
Tuesday, April 9, 2013	Baseball Concession	2:30 PM
Saturday, April 13, 2013	Baseball Concession	Noon
Thursday, April 18, 2013	Baseball Concession	2:30 PM
Tuesday, April 23, 2013	Baseball Concession	2:30 PM
Friday, April 26, 2013	Baseball Concession	2:30 PM

- **Basketball 2012/2013 Schedule – Men's**

<b>Date</b>	<b>Location</b>	<b>Event Start Time</b>
Saturday, November 17, 2012	Basketball Concession	7:00 PM
Friday, November 30, 2012	Basketball Concession	TBA
Friday, December 1, 2012	Basketball Concession	TBA
Saturday, December 2, 2012	Basketball Concession	TBA
Saturday, January 5, 2013	Basketball Concession	3:00 PM D/H
Saturday, January 23, 2013	Basketball Concession	3:00 PM D/H
Wednesday, January 23, 2013	Basketball Concession	7:00 PM D/H
Wednesday, February 6, 2013	Basketball Concession	7:00 PM D/H
Wednesday, February 13, 2013	Basketball Concession	7:00 PM D/H
Saturday, February 16, 2013	Basketball Concession	7:00 PM D/H
Saturday, February 23, 2013	Basketball Concession	3:00 PM D/H

D/H – Double Header

\*Dates will be confirmed by the Director of Auxiliary Services one (1) month prior to a specific sport's first "home" game.

## AVC Sport Schedule 2012/2013 (cont.)\*

- **Basketball 2012/2013 Schedule – Women’s**

<b>Date</b>	<b>Location</b>	<b>Event Start Time</b>
Friday, December 14, 2012	Basketball Concession	TBA
Saturday, December 16, 2012	Basketball Concession	TBA
Sunday, December 16, 2012	Basketball Concession	TBA
Saturday, January 5, 2013	Basketball Concession	1:00 PM D/H
Saturday, January 12, 2013	Basketball Concession	1:00 PM D/H
Wednesday, January 23, 2013	Basketball Concession	5:00 PM D/H
Wednesday, February 6, 2013	Basketball Concession	5:00 PM D/H
Wednesday, February 13, 2013	Basketball Concession	5:00 PM D/H
Saturday, February 16, 2013	Basketball Concession	1:00 PM D/H
Saturday, February 23, 2013	Basketball Concession	1:00 PM D/H

\*D/H – Double Header

- **Dance 2012/2013 Schedule**

To Be Determined

- **Football (AVC) 2012/2013 Schedule**

<b>Date</b>	<b>Location</b>	<b>Event Start Time</b>
Saturday, September 15, 2012	Football Concession	7 p.m.
Saturday, September 22, 2012	Football Concession	7 p.m.
Saturday, October 6, 2012	Football Concession	7 p.m.
Saturday, October 20, 2012	Football Concession	7 p.m.
Saturday, November 10, 2012	Football Concession	7 p.m.

- **Football (High School) 2012/2013 Schedule**

To Be Determined

\*Dates will be confirmed by the Director of Auxiliary Services one (1) month prior to a specific sport's first "home" game.

## AVC Sport Schedule 2012/2013 (cont.)\*

- **Softball 2012/2013 Schedule**

<b>Date</b>	<b>Location</b>	<b>Event Start Time</b>
Wednesday, January 30, 2013	Softball Concession	3 p.m.
Friday, February 1, 2013	Softball Concession	12:30 & 2:30
Tuesday, February 5, 2013	Softball Concession	3 p.m.
Thursday, February 7, 2013	Softball Concession	3 p.m.
Saturday, February 9, 2013	Softball Concession	1 p.m.
Tuesday, February 12, 2013	Softball Concession	3 p.m.
Friday, February 15, 2013	Softball Concession	12 & 2
Monday, February 18, 2013	Softball Concession	3 p.m.
Thursday, February 21, 2013	Softball Concession	3 p.m.
Tuesday, February 26, 2013	Softball Concession	3 p.m.
Friday, March 1, 2013	Softball Concession	3 p.m.
Friday, March 8, 2013	Softball Concession	3 p.m.
Wednesday, March 13, 2013	Softball Concession	3 p.m.
Friday, March 29, 2013	Softball Concession	3 p.m.
Wednesday, April 10, 2013	Softball Concession	3 p.m.
Friday, April 12, 2013	Softball Concession	3 p.m.
Wednesday, April 17, 2013	Softball Concession	3 p.m.
Friday, April 19, 2013	Softball Concession	3 p.m.

- **Track 2012/2013 Schedule**

<b>Date</b>	<b>Location</b>	<b>Event Start Time</b>
Saturday, January 26, 2013	Football Concession	10:00 AM
Saturday, February 2, 2013	Football Concession	10:00 AM
Friday, February 8, 2013	Football Concession	1:00 PM
Friday, March 22, 2013	Football Concession	1:00 PM
Saturday, March 30, 2013	Football Concession	10:00 AM
Saturday, May 4, 2013	Football Concession	TBA
Saturday, May 11, 2013	Football Concession	TBA

\*Dates will be confirmed by the Director of Auxiliary Services one (1) month prior to a specific sport's first "home" game.