



**Antelope Valley College District**

Business Services - Purchasing Office  
3041 W. Avenue K | Lancaster, CA 93536-5426  
661-722-6310 | [purchasing@avc.edu](mailto:purchasing@avc.edu)

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**REQUEST FOR PROPOSALS (RFP)  
AND CONTRACT DOCUMENTS  
FOR  
RFP # AVC2015/2016-01  
BEVERAGE VENDOR**

**Bid due date/time: October 29, 2015, 1:00 p.m.**

**To: Prospective Offerors:**

ATTENTION: Please review this document in its entirety as soon as you receive it.

Questions or requests by Offerors for clarification will not be accepted after the date specified in the **Project Specific Dates**.

Any requests for interpretation or correction must be made in accordance with the **Proposal Requirements** and according to the **Project Specific Dates**.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process.

If you wish to bid, your completed bid must be returned in a sealed envelope no later than the **Submittal of Bids** deadline as stated in the **Notice to Offerors**.

Please submit in writing all questions and requests for clarification as specified in the **Proposal Requirements** to:

Mina I. Hernandez  
Manager, Purchasing  
Email: [mihernandez@avc.edu](mailto:mihernandez@avc.edu)  
Office: 661-722-6419  
Fax: 661-722-6320

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August 29, 2015  
September 5, 2015



**REQUEST FOR PROPOSALS (RFP) AND CONTRACT DOCUMENTS  
FOR  
RFP # AVC2015/2016-01, BEVERAGE VENDOR**

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**NOTICE TO OFFERORS**

Notice is hereby given that the governing Board (“Board”) of the Antelope Valley Community College District (“District” or “Owner”) will receive sealed bids for the following project (“Project”):

**RFP #: AVC2015/2016-01  
BEVERAGE VENDOR**

**Submittal of Bids.** Sealed bids must be received by, but no later than **1:00 P.M. (PST), October 29, 2015**. 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. All addenda and notices related to this solicitation will be posted by the District on Purchasing’s website at: <http://www.avc.edu/administration/busserv/RFPbiddocs>.

In the event this RFP is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

To assure consideration, all proposals shall be made on the RFP Forms included or as directed. To facilitate the evaluation process, one (1) original of the proposal shall be provided along with two (2) additional copies. All proposals shall be written in ink or typed on 8½” x 11” paper. Mistakes may be crossed out and corrections made adjacent; however, each correction must be initialed by the person signing the proposal.

Delivered bids shall be enclosed and sealed in an envelope or container clearly marked AVC2015/2016-01, BEVERAGE VENDOR addressed to Antelope Valley Community College District, Business Services-Purchasing Department. Proposals may be delivered in one of the following methods:

Hand-delivered to:

Antelope Valley Community College District  
Business Services-Purchasing Department  
Attention: Mina I. Hernandez, Manager, Purchasing  
3041 West Avenue K  
Lancaster, CA 93536-5426

U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:

Antelope Valley Community College District  
Business Services-Purchasing Department  
Attention: Mina I. Hernandez, Manager, Purchasing  
3041 West Avenue K  
Lancaster, CA 93536-5426

**EMAILED, FAXED OR TELEPHONIC PROPOSALS WILL NOT BE ACCEPTED.**

**Opening of Bids.** Sealed bids will be opened publicly and names of Offerors read aloud at 2:00 p.m. on November 4, 2015 at Antelope Valley College, 3041 West Avenue K, Administration building, room A141, Lancaster, CA 93536-5426. (see attached map)

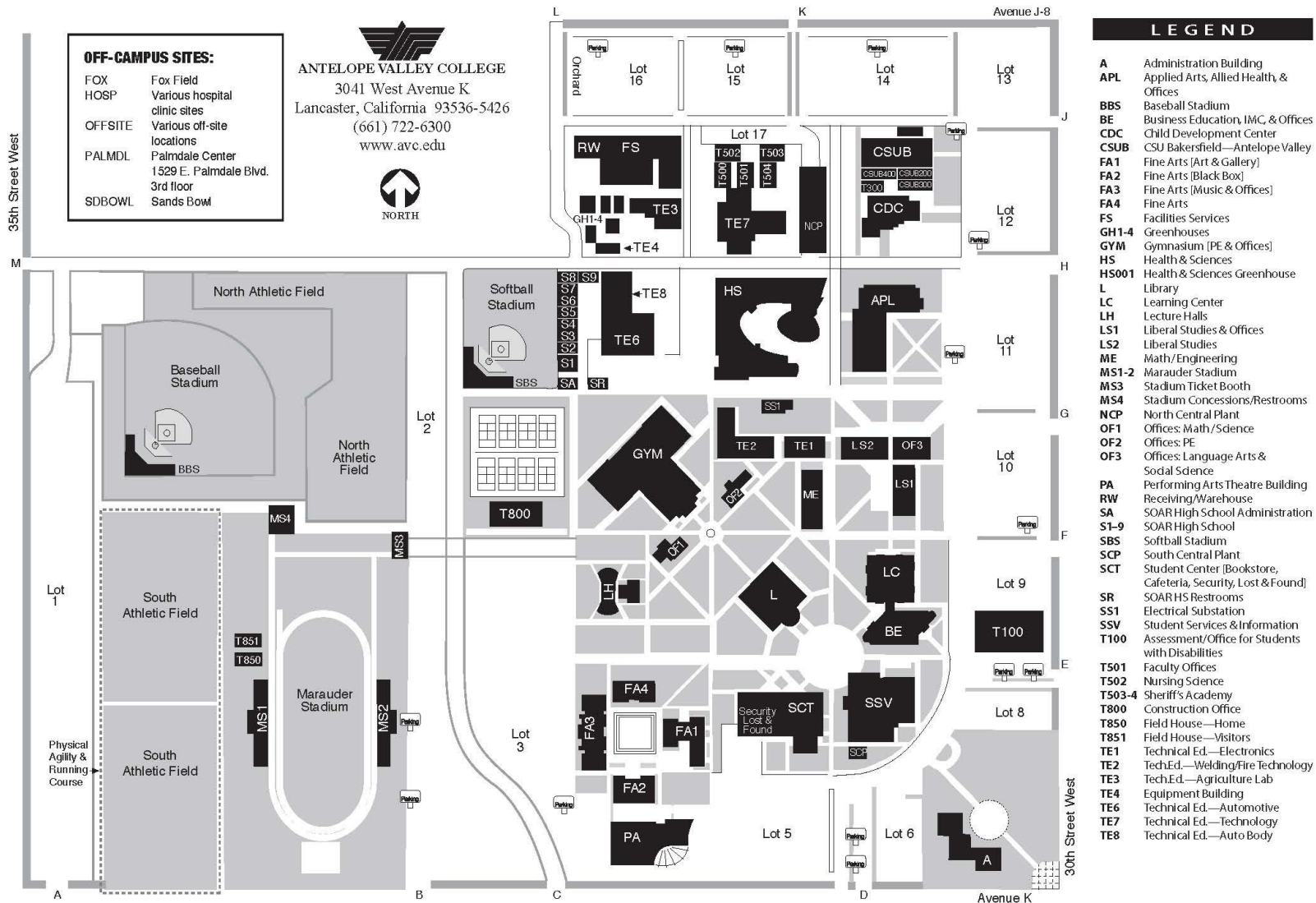


PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE OFFEROR UNOPENED. It is the Offeror's sole responsibility to ensure that his/her proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

Proposals 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 proposals.

An optional pre-proposal site visit meeting will be held at 9:00 A.M. (PST) on September 22, 2015. Prospective Offerors will meet at Antelope Valley College, 3041 West Avenue K, Administration building, room A141, Lancaster, CA 93536-5426. (see attached map) Offerors must RSVP no later than 5:00 P.M. (PST) on September 18, 2015 to: [mihernandez@avc.edu](mailto:mihernandez@avc.edu)

END OF SECTION



**OFF-CAMPUS SITES:**  
 FOX Fox Field  
 HOSP Various hospital clinic sites  
 OFFSITE Various off-site locations  
 PALMDL Palmdale Center 1529 E. Palmdale Blvd. 3rd floor  
 SDBOWL Sands Bowl

**ANTELOPE VALLEY COLLEGE**  
 3041 West Avenue K  
 Lancaster, California 93536-5426  
 (661) 722-6300  
 www.avc.edu

**LEGEND**

- A** Administration Building
- APL** Applied Arts, Allied Health, & Offices
- BBS** Baseball Stadium
- BE** Business Education, IMC, & Offices
- CDC** Child Development Center
- CSUB** CSU Bakersfield—Antelope Valley
- FA1** Fine Arts (Art & Gallery)
- FA2** Fine Arts (Black Box)
- FA3** Fine Arts (Music & Offices)
- FA4** Fine Arts
- FS** Facilities Services
- GH1-4** Greenhouses
- GYM** Gymnasium (PE & Offices)
- HS** Health & Sciences
- HS001** Health & Sciences Greenhouse
- L** Library
- LC** Learning Center
- LH** Lecture Halls
- LS1** Liberal Studies & Offices
- LS2** Liberal Studies
- ME** Math/Engineering
- MS1-2** Marauder Stadium
- MS3** Stadium Ticket Booth
- MS4** Stadium Concessions/Restrooms
- NCP** North Central Plant
- OF1** Offices: Math/Science
- OF2** Offices: PE
- OF3** Offices: Language Arts & Social Science
- PA** Performing Arts Theatre Building
- RW** Receiving/Warehouse
- SA** SOAR High School Administration
- S1-9** SOAR High School
- SBS** Softball Stadium
- SCP** South Central Plant
- SCT** Student Center (Bookstore, Cafeteria, Security, Lost & Found)
- SR** SOAR HS Restrooms
- SS1** Electrical Substation
- SSV** Student Services & Information
- T100** Assessment/Office for Students with Disabilities
- T501** Faculty Offices
- T502** Nursing Science
- T503-4** Sheriff's Academy
- T800** Construction Office
- T850** Field House—Home
- T851** Field House—Visitors
- TE1** Technical Ed.—Electronics
- TE2** Tech.Ed.—Welding/Fire Technology
- TE3** Tech.Ed.—Agriculture Lab
- TE4** Equipment Building
- TE6** Technical Ed.—Automotive
- TE7** Technical Ed.—Technology
- TE8** Technical Ed.—Auto Body



## **SECTION 1 - PROJECT INTRODUCTION AND OVERVIEW**

### **1. General Overview**

The Antelope Valley Community College District (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 18,000 students. 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 AVC 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. AVC'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.

Please visit our website at <http://www.avc.edu/> to learn more about the District.

### **2. Purpose of Request for Proposals**

The District is seeking proposals from qualified businesses to provide beverage services, operation and management of beverage vending or other machines, pouring rights, merchandising, advertising and promotional rights, and sponsorship activities to the District, in accordance with the requirements set forth in this RFP. The overall objective of this RFP is to select a supplier to assist the District in establishing the most cost effective and efficient business contract for the beverage commodity area, while maintaining high standards of quality and service. Qualified suppliers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a business alliance with the District that will maximize the resources of both organizations to most effectively meet the District's growing needs.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your company request additional contractual terms and conditions for consideration, such requests must be clearly identified as noted on Exhibit B and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

It is the Intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a Vendor which, in the opinion of the District, is best suited to perform the work. The purpose of this RFP, therefore, is to provide the District with the information necessary in order to select a Vendor. Following receipt of proposal, the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.



### 3. Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation and award of AVC2015/2016-01. Please note the following key dates when preparing your responses:

| DESCRIPTION   | DATE*   |
|---|---|
| Advertisement Dates   | August 29, 2015<br>September 5, 2015              |
| Deadline to RSVP for Optional Pre-Proposal Site Visit Meeting | September 18, 2015                                |
| Optional Pre-Proposal Site Visit Meeting                      | September 22, 2015 at 9:00 a.m. (PST)             |
| Last Day for Offerors to Submit Questions                     | October 9, 2015                                   |
| Last Day for District to Respond to Questions                 | October 16, 2015                                  |
| <b>PROPOSAL DUE DATE</b>                                      | <b>October 29, 2015 at 1:00 p.m. (PST)</b>        |
| Public Opening & Reading of Bids                              | November 4, 2015 at 2:00 p.m. (PST)               |
| Proposal Interviews (optional)                                | November 5, 2015 at 10:00 a.m. (PST)<br>TENTATIVE |
| Anticipated Governing Board Contract Approval                 | December 14, 2015                                 |
| Anticipated Notice of Award                                   | December 18, 2015                                 |
| Anticipated Notice to Proceed                                 | January 5, 2016                                   |
| Approximate Start Date  | February 1, 2016                                  |

\*Dates may change with or without notice

### 4. Selection Criteria

The criteria for vendor selection shall be based on, but not limited to, the following:

| CRITERIA  | POINTS ALLOTTED |
|---|-----------------|
| Responsiveness of proposal to RFP                                     | 5               |
| Offeror's Qualifications and Experience                               | 20              |
| Experience & qualifications of Personnel Assigned to Perform the Work | 20              |
| Approach & Understanding of the Requirements                          | 10              |
| Exceptions Taken to RFP (Exhibit B)                                   | 10              |
| Past experience with District & Years of Satisfactory Service         | 15              |
| Menu Offerings & Pricing (Exhibit E – Provided by Offeror)            | 20              |
| <b>TOTAL POINTS:</b>  | <b>100</b>      |

### 5. Proposal Interviews

It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Offerors who submitted proposals. The Offerors 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 Proposals submitted by the Offerors. This will also be another opportunity for Proposal Evaluators to request additional clarifications. In these



interviews, the Offeror may expand on the information provided in their key personnel present as the primary representatives during this process.

#### **6. Contract Award**

This proposal will be competitively bid and evaluated by the District in its entirety. The District will select the entity that is the highest, responsive, and responsible Offeror. 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, business practices, and warehouses of all Offerors submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Offeror'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 vendor at any time during the contract period.

#### **7. 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 contract(s), 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 contract(s) 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 Offeror.

#### **8. Limitations**

The District reserves the right to contract with any entity 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. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the contract, if at all, is at the sole discretion of the District. The District reserves the right to reject any or all proposals, to waive any irregularities or informalities, to evaluate the proposals submitted, and to award a contract, if any, according to the proposal which best serves the interests of the District at a reasonable cost to the District.

#### **9. No Discrimination**

The Offeror hereby assures 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 set forth in the RFP.

END OF SECTION





**SECTION 2 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

**1. Introduction and General Information.**

The District is seeking proposals from qualified businesses to provide beverage services, operation and management of beverage vending or other machines, pouring rights, merchandising, advertising and promotional rights, and sponsorship activities to the District, in accordance with the requirements set forth in this RFP. The overall objective of this RFP is to select a supplier to assist the District in establishing the most cost effective and efficient business contract for the beverage commodity area, while maintaining high standards of quality and service. Qualified suppliers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a business alliance with the District that will maximize the resources of both organizations to most effectively meet the District's growing needs for its main campus in Lancaster, California and its District's off-campus center sites in Palmdale and Fox Field.

Please review the attached Beverage Services Agreement ("Agreement") attached as Section 4 of this RFP, including Agreement's Amendment 1 – Scope of Work.

Each Offeror shall state in its proposal:

- 1) Each facility at which beverage vending or other machines services would be provided and how many;
- 2) The location(s) within each such facility where vending machine services would be provided;
- 3) The number of beverage vending or other machines to be provided at each such location as part of its services;
- 4) The type and number of promotional refrigeration and fountain drink machines for the locations;
- 5) The types of beverages provided as part of vending machine services at each location;
- 6) Cost and pricing proposals with annual price inflations; and
- 7) How the Offeror will meet the required Scope of Work set forth in Attachment 1 of the Agreement attached as Section 4 of this RFP.

If an Offeror is currently provides vending machine goods and/or services to the District, the Offeror should set forth in its proposal:

- 1) Each facility at which the services are currently provided;
- 2) The location(s) within each facility where the services are currently provided;
- 3) The number of vending or other machines currently provided at each location;
- 4) The types of beverages currently provided at each location;
- 5) The type and number of promotional refrigeration and fountain drink machines for each location;
- 6) What changes, if any, the Offeror proposes to make to the goods and/or services currently provided;
- 7) Cost and pricing proposals with annual price inflations; and
- 8) How the Offeror will meet the required Scope of Work set forth in Attachment 1 of the Agreement attached as Section 4 of this RFP.

END OF SECTION



**SECTION 3 – PROPOSAL REQUIREMENTS**

**I. Proposal Format and Content**

The emphasis of the proposal should be on responding to the requirements set forth in the Request for Proposal. Therefore, the proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District to effectively evaluate the Proposal. Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP.

All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in the envelope containing the original proposal with the RFP Price Form. Any proposal that does not adhere to these requirements may be deemed nonresponsive and may be rejected on that basis.

**II. Format**

**1. Letter of Transmittal**

- a. identify the submitting organization’s legal entity name;
- b. identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d. identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e. explicitly indicate acceptance of the terms and conditions as stated in this RFP;
- f. be signed by the person authorized to contractually obligate the organization, and;
- g. acknowledge receipt of any and all addenda to this RFP. The signed amendments shall be placed behind the Letter of Transmittal

**2. Table of Contents** - Include a detailed table of contents for all sections of the submittal.

**3. Response to Mandatory Requirements**

- a. Offeror must present a proposed method of satisfying the requirements as specified in the Scope of Work of this RFP and the Attached Beverage Services Agreement; the narrative must directly reference the Scope of Work;
- b. Resumes of personnel that will be assigned to the project;
- c. Company’s experience and qualifications for similar types of work;
- d. Company financial statements – five (5) years (Income Statement, Balance Sheet & Statement of Cash Flows);
- e. Insurance Certificates – Provide a copy of Certificates of Insurance for each policy of insurance set forth as follows, and upon award of the RFP, place Antelope Valley Community College District as an additional insured on each policy: **Commercial General Liability insurance:** \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury and property damage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned and hired vehicles.; **Workers Compensation: Statutory limits; and Employers’ Liability:** as required by Federal and California law.

**4. RFP Price Form (Exhibit A)** - Offeror will include a cost proposal specifically reflecting the method of determining charges for good and services proposed. Offerors are encouraged to include in



their proposals information relating to sponsorships, cost of vending or other machines, commissions, revenue to the District, maintenance issues, choices of suppliers for contents of machines, delivery beverages, price for beverages, liability for damage to machines and collection of revenue.

In addition to a price proposal, each Offeror should state what payments Offeror would be willing to make to the District to support District programs and activities as an additional obligation under Offeror's contract with the District for beverage vending.

5. **Agreement Terms and Conditions (Exhibit B)** – Offeror will include in its proposal confirmation of acceptance of the Beverage Services Agreement (“Agreement”) attached as Section 4 of this RFP, including Agreement's Amendment 1 – Scope of Work.
6. **References Form (Exhibit C)** - A minimum of three (3) verifiable public agency references, preferably from a community college or K-12 district, of similar scope and industry 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) all of whom are able to comment on the Offeror's related experience.
7. **List of Subcontractors Form (Exhibit D)** - Offeror shall list all subcontractors that will be used in the delivery of services.
8. **Business Profile Form (Exhibit E)** - This form shall be completed in its entirety; if additional space is needed, additional pages may be attached.
9. **Additional Material (optional)** - Offerors may include other materials that they feel may improve the quality of their responses.

Offerors are encouraged to review all prices prior to proposal submittal, as withdrawal or correction may not be permitted after the proposal has been opened. Prices quoted shall include any and all miscellaneous fees and costs. The cost for developing the proposal is the sole responsibility of the Offeror. All proposals submitted become the property of the District.

Should Offeror not quote on a particular item, please enter “No Quote” next to each item not quoted on. All proposals shall be signed and the title and firm name indicated. A proposal by a corporation shall be signed by an authorized officer, employee, or agent with his or her title.

Be advised that all information contained in proposals submitted in response to this solicitation are public records subject to the California Public Records Act (Government Code Section 6250 et seq.). If a request to release a portion of the proposal marked confidential or proprietary is made under the California Public Records Act, the District will notify the Offeror of this request, but will not defend the Offeror's rights to privacy. The District will not consider Offeror's submitted prices as confidential or proprietary material.



III. **Non-Collusion Affidavit**

Affidavits are required to be completed by the Offeror declaring that its proposal is in all respects, fair and without collusion or fraud. Offeror shall sign the form included as part of its sealed proposal.

IV. **Certification Regarding Worker's Compensation**

In accordance with the provisions of California Labor Code Section 3700, Offeror shall secure the payment of compensation to its employees. Offeror shall sign the form included as part of its sealed proposal.

V. **Addenda**

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal, Offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection. **Offerors are primarily and ultimately responsible for ensuring that they have received any and all Addenda.** To this end, each Offeror should access Purchasing's website at: <http://www.avc.edu/administration/busserv/RFPbiddocs> to verify that he/she has received all Addenda issued, if any.

VI. **Selection Criteria**

1. **General** - Proposals will be analyzed and award shall be made to the responsive Offeror who provides the highest bid or offer to the District, taking into consideration price and the criteria established for evaluation set forth in the RFP. If more than one offer is determined to be responsive and equal in pricing, other factors, including references, financial solvency, length of time in business, and service history, will be considered in the evaluation of the RFP. The District may make such investigations as it deems necessary to determine the ability of the Offeror to provide the goods and/or service as specified, and the Offeror shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.

The District reserves the right to reject any or all proposals, either separately or as a whole, any item or items, to waive informalities, technical defects and minor irregularities in proposals received. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90 day period.

2. **Beverages and Pricing** – The District will evaluate Offerors' proposed beverages, including, without limitation, the selection and variety of beverage and other items and pricing that will be included in RFP # AVC2015/2016-01, BEVERAGE VENDOR.

VII. **Request for Clarification/Information (RFC/RFI)**

Questions regarding the meaning of the Scope of Work, Technical Requirements, or other pre-proposal documents shall be directed to Mina Hernandez, Purchasing Manager at [mihernandez@avc.edu](mailto:mihernandez@avc.edu). To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for "Last Day for Offerors to submit questions".



Any and all such interpretations and any supplemental instructions will be posted Purchasing's website at: <http://www.avc.edu/administration/busserv/RFPbiddocs> no later than the date fixed as "Last Day for District to Respond to Questions". All addenda so issued shall become part of the contract documents. **Under no circumstances may the Offeror contact faculty, staff, administrators, members of the evaluation team, the using departments/divisions, or members of the Board of Trustees regarding this RFP. If a prior relationship exists between Offeror and District, Offeror may only discuss matters for which the Offeror is contracted. The District may reject Offeror's proposal based upon failure to comply with this provision.**

**VIII. Award of Contract**

The District reserves the right to award one or more contracts on the proposals submitted, either by award of all items to one Offeror or by award of separate items or groups of items to various Offerors as the interests of the District may require, unless the Offeror clearly specifies otherwise in his/her proposal. This RFP does not commit the District to award a contract to any Offeror.

Upon acceptance of a proposal by the District, the District and Offeror will negotiate and finalize the Beverage Services Agreement (see Section 4). If contract negotiations are unsuccessful, the District may commence negotiations with the second highest responsive, responsible bidder and so on until an agreement is complete or the District rejects all proposals.

**IX. Protest Against Award**

Any Offeror 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 vendor proposal will be delivered to the Antelope Valley Community College District, Attention: Mina I. Hernandez, Manager, Purchasing, 3041 West Avenue K, Lancaster, CA 93536-5426, by certified mail or by personal delivery during normal working hours.

END OF SECTION



**SECTION 4 – BEVERAGE SERVICES AGREEMENT**

(SAMPLE ONLY)

This Beverage Services Agreement (“Agreement”) between Antelope Valley Community College District, a public educational agency (“District”) and \_\_\_\_\_ (“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, in or about August 29, 2015, the District issued a written Request for Proposals (“RFP”), identified as the District’s RFP No. AVC2015/2016-01 and pursuant to which the District solicited proposals for a beverage vendor and related services at the District’s main campus and off sites; by this reference, the RFP is incorporated into this Agreement.

WHEREAS, the Vendor submitted a written response to the RFP (“the RFP Response”); by this reference, the RFP Response is incorporated into this Agreement.

WHEREAS, the District and the Vendor desire to set forth in this Agreement, the terms, conditions and covenants relating to the Vendor’s operation of beverages and vending or other machines and related services.

WHEREAS, it is necessary and desirable that Vendor be engaged by the District for the purpose to performing services hereinafter described; and

WHEREAS, Vendor warrants and represents to District that Vendor 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 1, the RFP, and in accordance with the terms and conditions in this Agreement. The services listed in the RFP, this Agreement and in Attachment 1 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.** The term of the Agreement is five (5) years, commencing on February 1, 2016 (“Commencement Date”) and terminating on January 31, 2021 (“Termination Date”). Each 12-month period during the term beginning with the Commencement Date shall be called an “Agreement Year”. Completion of the Services must be made to the satisfaction of the District.
  - a. Vendor Vacation of Services. As of the Termination Date, or the last day of this Agreement if terminated by either party, the Vendor shall remove from District’s premises all items in the nature of personal property not owned by the District and to leave the District’s premises in a neat and broom clean condition (reasonable wear and tear excepted) at its sole cost and expense. Except as otherwise directed by the District, prior to the



Termination Date, or the last day of this Agreement if terminated by either party, the Vendor shall remove alterations, modifications or improvements to the District's premises and repair any and all damage to the District's premises resulting from the removal of such alterations, modifications or improvements. If, within 14 days after the Termination Date, or the last day of this Agreement if terminated by either party, any items of a personal property nature not owned by the District remain in or about the District's premises, or alterations, modifications or improvements to the District's premises which were not removed by the Vendor, without further action of the District or the Vendor, all such items shall be deemed the property of the District and the District may thereafter retain or dispose of such items at its sole discretion without liability to the Vendor. Vendor agrees to pay and fully reimburse District for any and all costs related to the District's removal or disposal of these items within 30 days of the District's submission of an invoice for these services.

- b. Vendor Hold-Over. If the Vendor does not vacate the District's premises as of the Termination Date, or the last day of this Agreement if terminated by either party, the Vendor will pay the District Five Hundred Dollars (\$500) per day for each day beyond the final date of this Agreement until the Vendor has vacated the District's premises in accordance with Paragraph 2.a above. Any hold-overs are not an extension of the term nor consent of the District to the Vendor's hold-over.
3. **Fees and Reimbursements.** Vendor will timely pay all compensation to the District as set forth in Attachment 1.
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. **Taxes.** Federal, State and local taxes, if applicable, will be paid by Vendor. The Vendor is not to subtract taxes prior to calculating amounts owed by the District.
6. **Expenses and Equipment.** Vendor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. The Vendor is solely responsible for all costs associated with the installation or removal of the equipment. Vendor will complete installation of all equipment within 10 days of the Commencement Date. 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. Vendor will ensure all equipment complies with the requirements set forth in Attachment 1. Vendor is solely responsible for providing all necessary equipment (e.g., vending equipment, refrigeration, bill changers, cages, etc.) at no cost to the District. The Vendor is solely responsible for stocking, securing, servicing, and maintaining the equipment.
7. **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.

- 8. Preventative Maintenance and Warranty.** Vendor will perform all full preventative maintenance to keep the vending or other machines and other related equipment in the most efficient mechanical and working condition possible. All equipment provided must be in new condition. During the course of the Agreement, the Vendor will maintain all equipment in “like-new” condition. The District has the final say on the suitability of any and all equipment. 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.
- 9. 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. Further, the Vendor guarantees that the products for sale through the vending or other machines shall, in all respects, be suitable for human consumption and will be sold or replaced prior to their expiration or sell-by dates. Likewise, the Vendor warrants that the preparation, transportation, storage and dispensing of all beverage products being vended on the District’s property will be in compliance with all applicable state and local sanitation codes, ordinances, and standards. The Vendor guarantees that the products it will supply to the District, and the methods used in their manufacturing, processing and handling, will be in conformity with all applicable laws and regulations, relating to the non-adulteration, sanitation and the preservation of public health.
- 10. 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.
- 11. 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 it and all of its employees are not 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 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.

12. **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.
13. **Termination.**
  - a. District Termination for Vendor Default. If the Vendor is in default of any material obligations under this Agreement, upon written notice from the District to the Vendor of such default, the Vendor shall, within three (3) days of the notice, cure default, unless the nature of the default is such that it cannot be cured within said three (3) day period, the Vendor shall diligently prosecute the cure to completion. If the Vendor fails or refuses to cure any default within the time set forth above, without further action of the District or the Vendor, this Agreement shall be deemed terminated as of the last day of the cure period. In addition to material obligations of the Vendor set forth elsewhere in this Agreement, the following shall be deemed the Vendor's default of material obligations hereunder: (a) the failure to maintain operations; (b) the failure to make any payment of any sum due hereunder in the full amount due and when due; (c) the violation of any applicable law, rule, regulation or ordinance; (d) the making of a general assignment for the benefit of creditors; or (e) the appointment of a receiver or trustee to take possession of, or the attachment, execution or other judicial seizure of all or substantially all of the Vendor's assets on the District's premises.
  - b. Vendor Liability Following Default. Notwithstanding termination of this Agreement for the Vendor's default of material obligations pursuant to Paragraph 13.a above, the Vendor shall remain liable to the District for all damages, losses, costs and other expenses incurred by the District as a result of the Vendor's default of material obligations.
  - c. Vendor Termination for District Default. If the District is in default of a material obligation of the District under this Agreement, the District shall, within twenty (20) days written notice from the Vendor of the default, cure the default, unless the nature of the default is such that it cannot be cured within the twenty (20) day period, the District shall diligently prosecute such cure to completion. If the District fails or refuses to cure any default within the time set forth above, without further action of the District or the Vendor, this Agreement shall be deemed terminated as of the last day of the cure period.
  - d. Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Vendor, terminate the Agreement in whole or in part when it is in the interest of, or for the convenience of, the District. The District's exercise of the right to terminate the Agreement for the District's convenience shall be by written notice to the Vendor which shall set forth the date on which the Agreement is terminated. The date shall be at least thirty (30) days after the date of the written notice.
14. **Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. 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.



15. **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.
16. **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. Workers' Compensation. In the amounts and limitation required by California law.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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 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.
17. **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, physical or mental disability, gender, gender identity, gender expression, 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.



18. **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.
19. **Audit.** Vendor agrees that the District has the right to review, inspect, audit, and to copy any of Vendor's or Vendor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. The District has the right to inspect the facilities, services areas, business practices, and warehouses of the Vendor. 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.
20. **Registration for Public Works.** If Vendor is performing a public work, as defined by California Labor Code section 1720, Vendor must adhere to the requirements of California Labor Code Section 1725.5 (DIR Vendor 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 by Vendor require compliance with these Sections. Vendor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's online application registry link located at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
21. **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.
22. **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.
23. **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 Unites 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.

24. **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.
25. **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.
26. **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.
27. **Recitals.** All of the recitals listed above are material provisions of this Agreement.
28. **Conflict of Interest and Prohibited Interests.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Vendor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Vendor if any such conflict is discovered, and subsequently award to the next preferred vendor.
29. **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.
30. **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.
31. **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.

- 32. **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.
- 33. **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.
- 34. **Entire Agreement.** This Agreement, all attachments, the RFP, and the Vendor's proposal in response to the RFP, 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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**ATTACHMENT 1- SCOPE OF WORK**

**Vendor Information:**

Primary Point of Contact: \_\_\_\_\_

Legal Entity Name of Company: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

**District's Primary Point of Contact:**

Name/Title: Dawn McIntosh, Director of Auxiliary Services

Phone: 661-722-6300 Ext. 6986

Email: dmcintosh1@avc.edu

**1 Beverage Vending or Other Machines, Related Services, and Equipment.**

**1.1 Vending Machine Locations.**

1.1.1 Initial Installations. Distribution, location, and installation of Vendor's beverage vending and other machines will be at the discretion of the District. Initial installation of the Vendor's beverage vending or other machines shall be as identified in Exhibit A-REFERENCE RFP PRICE FORM attached to this Agreement and incorporated herein by this reference.

1.1.2 Additional/Modified Installations. At the sole discretion of the District, and upon the District's written notice to the Vendor, the Vendor shall install additional vending or other machines or modify location(s) of installed vending or other machines at no cost to the District.

1.1.3 Vendor Installation of Vending or Other Machines. A material obligation of the Vendor is its timely installation of vending or other machines. Vendor shall complete the initial installations of vending or other machines described in Paragraph 1.1.1 above within ten (10) business days of the Commencement Date of this Agreement. During the term of the Agreement, the Vendor shall install additional vending or other machines or modify installed vending or other machines within ten (10) business days of the District's written notice issued pursuant to Paragraph 1.1.2 above.

1.2 Improvements to Support Beverage Vending or other Machines and Related Services. The locations designated by the District for the Vendor's placement of vending or other machines are provided in EXHIBIT A-REFERENCE RFP PRICE FORM under Service Location Chart and incorporated herein by this reference. Any additional vending or other machines will be communicated by the District's Point of Contact to the Vendor on an "as needed" basis. Improvements, if any, to such locations, necessary to support the operation and use of the Vendor's vending or other machines shall be completed by the Vendor. All costs associated with improvements, including without limitation, electrical wiring, relocation of existing power supplies, or concrete slab installation, and or security cages, if needed, will be at the Vendor's sole cost and expense. All improvements must be coordinated in advance with the District's Primary Point of Contact.

1.2.1 District Approval of Improvements. Any improvements by the Vendor, other than placement of vending or other machines shall be subject to review and approval by the



District. If required by the District or by the nature, scope or extent of improvements proposed by the Vendor, the Vendor shall prepare or have prepared drawings, specifications or other design documents setting forth the nature, scope and extent of the Vendor's proposed improvements, including an identification of the materials and equipment proposed. Vendor shall make no improvements or otherwise modify any District property without the prior consent and approval of the District, which may be granted, denied or limited in the sole discretion of the District. In completing any District approved improvements, Vendor shall comply with all other requirements applicable to installation work on District property or as established by the District including without limitation, quality of workmanship, safety standards, limitations on utility service interruptions and limitations on disruptions to District operations.

1.2.2 Vendor Completion of Improvements. Upon the District's approval of improvements to District property proposed by the Vendor, the Vendor shall have the improvements completed, constructed or installed by the Vendor's personnel or the personnel of a California licensed Contractor and registered with the Department of Industrial Relations. If District-approved improvements are completed by a Contractor retained by the Vendor, such Contractor shall not be permitted access to District property until he/she has coordinated services with the District's Facilities and Maintenance (F&M) Department and has complied with F&M's requirements. Vendor agrees to comply with all construction or installation requirements related to construction or installation work on District property.

1.2.3 Timely Completion of Improvements. If the District establishes a time for completion of District approved improvements, Vendor shall complete or cause to be completed such improvements within the time established by the District. If the Vendor fails or refuses to complete District approved improvements within the time established by the District, the District may thereafter take-over and complete such improvements. All costs, expenses and fees, including without limitation, attorneys' fees incurred by the District in taking over and completion of District approved improvements, shall be at the sole cost and expense of the Vendor. Upon the District's submission of a billing statement to the Vendor for payment of such fees, costs and expenses, the Vendor shall make payment in full to the District within thirty (30) days of the District's rendition of a billing statement therefor to the Vendor.

1.3 Limited License For Vendor's Placement of Vending or Other Machines and For Access. Provided that Vendor is not in default or breach of this Agreement, the District grants Vendor a non-exclusive license of the designated areas for installation of Vendor's vending or other machines. The use of such non-exclusive license to use District property shall be limited to operations and functions of the Vendor under this Agreement. The nonexclusive license shall terminate as of the expiration of the term of this Agreement or the earlier termination of this Agreement. Vendor shall not assign the non-exclusive license granted hereunder without the prior consent and approval of the District, which may be granted, denied or conditioned in the sole discretion of the District.

1.4 Maintenance of Beverage Vending or Other Machines and Related Services and Equipment.

1.4.1 Vendor Responsibilities. Beverage vending or other machines shall be new. Any machinery with dents, cracks, paint chips, etc. will not be acceptable. All beverage vending or other machines shall be attractive in appearance using the latest designs in





the market place and shall match each other in color and style. If a machine cannot be maintained in an operational order or if it is in constant need of repair, the machine shall be replaced as directed by the District. The Vendor will repair or replace such equipment at its expense. The Vendor shall add or replace beverage vending or other machines at the discretion of the District without delay. Vendor shall not relocate, exchange, or remove installed vending or other machines without the District's prior consent and approval, providing that such approval may be withheld, granted or conditioned in the sole discretion of the District. During the term of the Agreement, Vendor shall be responsible, at its sole cost and expense, for maintaining in good working order any District approved improvements completed by or on behalf of the Vendor. If the Vendor does not perform and complete maintenance functions within ten (10) of the District's written notice to the Vendor of maintenance needs, without waiving or limiting any right or remedy of the District, the District may thereafter complete required maintenance at the cost and expense of the Vendor. The Vendor's maintenance obligations shall be performed during the usual hours of work for the District. The Vendor shall not be deemed in default of its maintenance obligations hereunder if commencement or completion of necessary maintenance activities is delayed by causes beyond the reasonable control of the operation such as and including labor disturbances, civil disturbances and unanticipated parts unavailability.

## **2 District Responsibilities.**

- 2.1 Structural Elements. The District is responsible for maintaining structural elements of District property on which the Vendor's vending or other machines are situated, in good order, condition and repair. The Vendor's payment obligations under this Agreement shall not be reduced, limited or deferred by any District activities relating to the District's maintenance obligations hereunder nor the failure of the District to undertake maintenance obligations hereunder unless such failure persists for an unreasonable period of time after the Vendor's written notice to the District of the need to undertake maintenance obligations described hereinabove.
- 2.2 Utility Services. Provided that the Vendor is not in default or breach of its obligations under this Agreement, the District will provide electrical power and domestic water utility services at the locations of the Vendor's vending or other machines for the purpose of serving the Vendor's vending or other machines. Notwithstanding any provision of this Agreement to the contrary, the District shall not be liable, in any manner, to the Vendor if utility services to be provided by the District under this Agreement are eliminated, disrupted or limited, so long as elimination, disruption or limitation on District furnished utility service is not the result of the District's failure to make payment of undisputed utility service charges.
- 2.3 District Right to Relocate Machines and Equipment. During the term of this Agreement, the District may, at its sole and exclusive discretion, elect to relocate the machines and equipment to a different area on the District campus.
- 2.3.1 District Notice of Relocation. If the District elects to re-locate the machines and equipment, the District will provide advanced written to the Vendor of at least sixty (60) days prior to the effective date of the relocation.
- 2.3.2 Relocation Costs. The Vendor is solely responsible for arranging for relocation of the machines, equipment, and inventory to the alternate location designated by the District; all costs, fees or expenses of such relocations shall borne solely and exclusively by the





Vendor. If the Vendor fails or refuses to complete relocation as mutually agreed or as reasonably directed by the District, the District may complete such relocation at the cost and expense of the Vendor.

2.4 Ownership of Vending or Other Machines. Ownership of Vendor Personal Property including the Vendor's beverage vending or other machines shall be, at all times, vested solely in the Vendor. During the term of this Agreement, the District shall not encumber any Vendor Personal Property nor permit any other equipment to be attached to the Vendor's vending or other machines, without the prior consent of the Vendor.

### **3 Operations.**

3.1 General. The District and the Vendor acknowledge that the overriding objective in operating this Agreement is the development and implementation of a tailor-made comprehensive program of services and product lines to meet the requirements of the District and its students, faculty and staff. The District and the Vendor acknowledge that mutual cooperation between the District, District's faculty and the Vendor to identify adding, deleting or modifying services and products offered is essential to achieving this objective. By executing this Agreement, the Vendor and the District commit themselves and their respective personnel to such mutual cooperation.

3.2 Exclusive Pouring and Beverage Vending Rights. The Vendor will have exclusive beverage pouring and beverage vending rights at all current and future District facilities. The Vendor will provide the District with two (2) fountain dispensers for the District's cafeteria. In the event the District provides prepared food services at additional locations, including District facilities not situated at the District's main campus, the Vendor will provide one (1) fountain dispenser for each designated location. All fountain dispensers will be provided at the expense of the Vendor. The Vendor shall, at its cost and expense, maintain all fountain dispensers provided under this Agreement in good working order. The Vendor acknowledges that the District has entered into an agreement with an independent contractor ("the Cafeteria Vendor") to operate and manage the District's Cafeteria in the Health and Science Building pursuant to which the Cafeteria Vendor has committed to offering for sale only the beverages produced or distributed by the Vendor. The Vendor further acknowledges that the exclusive beverage pouring rights in connection with the District's Cafeteria is limited to the Cafeteria Vendor's offerings of beverages produced or distributed by the Vendor, provided that the exclusive beverage pouring rights do not extend to the sale of fruit juice or dairy products in the District's Cafeteria. The Vendor acknowledges and agrees that so long as beverages sold in the District's Cafeteria are produced or distributed by the Vendor, the Cafeteria Vendor may obtain such beverages or components of such beverages for sale in the District's Cafeteria from any source in the Cafeteria Vendor's sole discretion and that the Cafeteria Vendor may offer for sale fruit juice and dairy products that are neither produced nor distributed by the Vendor.

3.3 Beverage Product Type and Container. Beverage vending or other machines shall consist of: carbonated beverages, non-carbonated beverages, bottle water, and/or teas, isotonic beverages, and new age beverages. Alcoholic beverages are prohibited. All beverages must be pre-approved by the District prior to stocking. The District will have final approval if and when a hot beverage vending machine is to be installed. The District will decide the proper location and as to what products are to be sold. Vendor shall affix and maintain appropriate signage, such as pricing and customers warnings of the nature of the contents, and its temperatures on each of the Vendor's



vending or other machines installed under this Agreement. All beverage vending or other machines shall contain product in plastic or paper containers only. Cans or glass containers will not be permitted. Ninety percent (90%) of the products offered in each beverage vending machine will be determined by the Vendor with the consent and approval of the District, which shall not be unreasonably withheld or conditioned. Ten percent (10%) of the products offered in each beverage vending machine shall be determined by the District and stocked by the Vendor, provided that the District's designated products shall not include competitive products.

#### 3.4 Sales Policies.

- 3.4.1 Payment Methods. Beverage vending or other machines must accept any combinations of nickels, dimes, quarters and dollar bills and/or equipped with card readers. If necessary, or if directed by the District, the Vendor shall install and maintain a dollar bill/coin changer in such locations determined by the Vendor or as directed by the District.
- 3.4.2 Sales Refunds. The Vendor shall conspicuously post, at each vending machine location, a procedure for patrons of vending services to receive refunds from the Vendor for faulty working machines and any products that are not up to standard. The Vendor shall make refunds within two (2) business days of when the Vendor receives a refund request.
- 3.4.3 Pricing Policies. Pricing for the first twelve (12) months of the term of this Agreement, in all vending or other machines, will remain at or below prices submitted in the RFP. At the end of the initial twelve (12) months of the term, the Vendor may raise prices only if there are documented increases in its wholesale costs and shall notify the District at least two (2) weeks in advance of the date of a proposed price adjustment with supporting documentation that the Vendor costs on the affected item(s) has/have increased. Price increases are subject to the approval of the District. Posting of prices for products offered in the Vendor's vending or other machines shall be in plain sight on each vending machine. The District will be the sole judge of the suitability of sign quality, size of letters, and propriety of any price signs posted, Vendor shall promptly comply with any directive of the District relating to vending machine signage.

#### 4 **Vendor Compensation to the District.**

- 4.1 Initial Sponsorship Payment. Within thirty (30) days of executing Agreement by both parties, the Vendor shall make an Initial Sponsorship Payment to the District in the amount of Forty Thousand Dollars (\$40,000) minimum.
- 4.2 Athletic Scoreboard Sponsorship. Throughout the term of the Agreement, Vendor shall provide sponsorship of two (2) scoreboards for: one (1) for football/soccer/track; and one (1) for basketball, valued up to \$100,000 combined.

4.3 Percentage of Revenue Payments. In addition to the Annual Payments due pursuant to Paragraph 4.1 above, the Vendor shall make annual payments of the percentage of revenue due for the fiscal year based on thirty percent (30%) of Net Revenue generated from beverage vending machine sales. Net revenue shall be calculated by multiplying the cash collected from the vending or other machines by the respective percentages set forth above, less applicable sales tax and CRV. Within thirty (30) days of the end of each fiscal year of the term, the Vendor shall prepare and submit to the District a detailed statement of gross and net revenues realized for the fiscal year, along with a calculation of the percentage of revenue due the District for that fiscal year. The Vendor's statement of gross and net revenues shall include such back-up



and substantiating data as may be requested by the District. The Vendor shall make a lump sum payment of the percentage of revenue due for each fiscal year of the term concurrently with its submission of the statement of fiscal year gross and net revenues. The Vendor acknowledges that notwithstanding the expiration of the term, it is obligated to submit the statement of gross and net revenue for the last fiscal year of the term and to make payment of the percentage of revenue for the last fiscal year of the term, within thirty (30) days of the Termination Date. For purposes of this provision, each fiscal year shall commence on the date of the month of the Commencement Date and shall end the twelfth (12th) month thereafter.

4.4 Vendor Annual Contributions. For each the term of this Agreement, Vendor shall provide annual contributions of goods and merchandise (example: sideline kits) with a fair market value of at least Two Thousand Five Hundred Dollars (\$2,500) minimum for use, distribution or consumption at District sponsored or District sanctioned athletic, cultural, fundraising and other similar events. At events where the Vendor's contributions of goods or merchandise are used, distributed or consumed, the District will afford the Vendor a reasonable opportunity to identify itself, its products and its contributions to such event. The nature and scope of the Vendor's displays or other Vendor's promotional items at such events shall be subject to the advance consent and approval of the District, which may be granted, denied or conditioned in the sole discretion of the District. Vendor will provide product donations of up to a total of 350 cases of 16.9oz water or 12oz carbonated soft drinks annually across the Facilities upon request through the District's Primary Point of Contract.

4.5 District Remedies for Late Payments.

4.5.1 Service Charge. If the Vendor fails to make payment of any sum due under this Agreement to the District for the amount due and when due, the Vendor shall pay to the District a service charge equal to ten percent (10%) of the amount due. The Vendor acknowledges and agrees that the late payment of any sum due from the Vendor to the District will cause the District to sustain losses and damages not contemplated by this Agreement, which will be extremely difficult to ascertain and that such service charge represents a fair estimate of the losses and damages which the District will sustain by reason of late payment by the Vendor. The Vendor further agrees that such service charge shall not be deemed or construed to be a waiver of the Vendor's default with respect to such overdue payment nor prevent the District from exercising any other right or remedy, whether arising under this Agreement or by operation of law, arising out of such late payment.

4.5.2 Default. The failure of the Vendor to make payment in full when due to the District shall be deemed the Vendor's default in its performance of material obligations under this Agreement. If the Vendor fails to fully cure such default in accordance with Paragraph 13 of this Agreement after the District's notice of default issued under Paragraph 13.1 of this Agreement, the District may thereupon exercise any right or remedy, whether arising under this Agreement or by operation of law, resulting from the Vendor's default in the performance of material obligations.

END OF DOCUMENT



**EXHIBIT A – RFP PRICE FORM**

| <b>EXHIBIT A<br/>RFP PRICE FORM</b> |                        |    |
|-------------------------------------|------------------------|----|
| 1.                                  | Line Item Description: | \$ |
| 2.                                  | Line Item Description: | \$ |
| 3.                                  | Line Item Description: | \$ |

(Offeror may also attach a separate pricing menu list for line items)

The Offeror proposes the following in response to the District’s RFP’s Attachment 1 – Scope of Work to the Beverage Services Agreement:

1. Initial Sponsorship Payment to District: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (see section 4.1).
2. Athletic Scoreboard Sponsorship to District: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (see section 4.2).
3. Percentage of Revenue Payments (see section 4.3):
  - a. Beverage Vending Machine Percentage of Gross Sales Paid to District: \_\_\_\_\_ percent (\_\_\_ %).
  - b. Percentage of Recycling Gross Receipts Paid to District \_\_\_\_\_ percent(\_\_\_\_ %).
4. Fair Market Value of Annual Contributions of Goods/Merchandise: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (see section 4.4).

**SERVICE LOCATION CHART:**

|   |   |
|---|---|
| <p><b>ANTELOPE VALLEY COMMUNITY COLLEGE<br/>LANCASTER CAMPUS:</b><br/>Service Locations (up to 30 units):</p> | <p>Equipment/Services Provided<br/>           ___ Yes ___ No</p> <ul style="list-style-type: none"> <li>• A- Administration Bldg.</li> <li>• APL - Applied Arts/Allied Health</li> <li>• BE – Business Education</li> <li>• FS – Facilities Services</li> <li>• HS – Health &amp; Sciences</li> <li>• SCT – Student Center</li> <li>• SSV – Student Services &amp; Info.</li> <li>• TE – Technical Education</li> <li>• Various exterior locations (TBD)</li> </ul> |
| <p><b>PALMDALE CENTER:</b><br/>Service Locations:</p>   | <p>Equipment/Services Provided<br/>           ___ Yes ___ No</p> <ul style="list-style-type: none"> <li>• Student Lounge</li> </ul>   |
| <p><b>FOX FIELD:</b><br/>Service Locations:</p>   | <p>Equipment/Services Provided<br/>           ___ Yes ___ No</p> <ul style="list-style-type: none"> <li>• TBD</li> </ul>  |



In submitting this Proposal, the Offeror acknowledges that it has reviewed the RFP, understands the nature and scope of obligations to be performed by the Offeror if awarded the Contract, and confirms that it has the capacity and capability to fully and timely perform obligations under the Contract. If awarded, Offeror will execute and deliver to the District the Beverage Services Agreement in the form attached to the RFP as Section 4, accompanied with attachment(s) and Certificate of Insurance with Antelope Valley Community College District as an additional insured, within five (5) days after notification of award of the RFP.

Offeror further acknowledges and understands that its identification, modification or objection to any existing term, condition or provision in the Agreement shall not result in an automatic modification of the Agreement. The District will not, however, consider or negotiate the modification of any term or condition not identified in Offeror's RFP. Any Offeror whose RFP response does not identify modifications to terms or conditions of the attached Beverage Services Agreement will be deemed to have agreed to all terms and conditions set forth therein.

\_\_\_\_\_  
Signature of Offeror's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Offeror (Company)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number



**EXHIBIT B – AGREEMENT TO TERMS AND CONDITIONS**

Each Offeror must state below whether it accepts the attached Beverage Services Agreement and its attachment(s) (“Agreement”). Any exceptions must be included, if at all, with Offeror’s proposal submission.

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

Initial the Appropriate Choice, below:

\_\_\_\_\_ Offeror **accepts** the form of Agreement **without exception**.

*O R*

\_\_\_\_\_ Offeror proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Offeror 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.

\_\_\_\_\_  
Signature of Offeror’s Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Offeror (Company)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number



**EXHIBIT C – REFERENCES**

|   |  |
|---|--|
| <b>Offeror shall provide a minimum of three (3) Customer references with three (3) or more years experience with the Offeror. Local and similar size contract references are preferred.</b> |  |
| <b>REFERENCE #1</b>   |  |
| NAME OF FIRM  |  |
| ADDRESS   |  |
| CITY, STATE ZIP CODE  |  |
| TELEPHONE #   |  |
| CONTACT   |  |
| DATES OF SERVICE  |  |
| APPROX. SIZE OF PROJECT   |  |
| <b>REFERENCE #2</b>   |  |
| NAME OF FIRM  |  |
| ADDRESS   |  |
| CITY, STATE,<br>ZIP CODE  |  |
| TELEPHONE #   |  |
| CONTACT   |  |
| DATES OF SERVICE  |  |
| APPROX. SIZE OF PROJECT   |  |
| <b>REFERENCE #3</b>   |  |
| NAME OF FIRM  |  |
| ADDRESS   |  |
| CITY, STATE, ZIP CODE   |  |
| TELEPHONE #   |  |
| CONTACT   |  |
| DATES OF SERVICE  |  |
| APPROX. SIZE OF PROJECT   |  |



**EXHIBIT D – SUBCONTRACTORS**

| <b>EXHIBIT D<br/>LIST OF SUBCONTRACTORS</b>             |   |  |   |
|---|---|--|---|
| <b>NAME UNDER WHICH<br/>SUBCONTRACT IS<br/>LICENSED</b> | <b>CONTRACTORS<br/>LICENSE<br/>NUMBER</b> | <b>ADDRESS AND PHONE NUMBER<br/>OF OFFICE, MILL, OR SHOP</b> | <b>SPECIFIC<br/>DESCRIPTION<br/>SUBCONTRACT</b> |
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**EXHIBIT E – BUSINESS PROFILE**

All Offerors shall submit the information as requested below.

1. Length of time your firm has been in business: \_\_\_\_\_
2. Length of time at current location: \_\_\_\_\_
3. List types of and Contractors license number(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Names and titles of all officers of the firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Is your firm a sole proprietorship doing business under a different name? YES  or NO   
If yes, please indicate sole proprietorship name and the name you are doing business under:  
\_\_\_\_\_
6. Is your firm incorporated? YES  or NO
7. Please indicate your Federal Tax Number: \_\_\_\_\_
8. Payee and remittance address that will appear on invoices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Physical Address:  
\_\_\_\_\_  
\_\_\_\_\_
10. Total number of employees \_\_\_\_\_ Full time \_\_\_\_\_ Part time \_\_\_\_\_
11. Identify personnel to be assigned to the District project, i.e. Supervisor, Foreman, Laborer, etc. and their qualifications (Attach additional pages labeled Exhibit G - Personnel).

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



**APPENDIX 1 – NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)

State of California )  
 ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Offeror, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Offeror, 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 proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal 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, Offeror, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name of Offeror: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent/Officer

\_\_\_\_\_  
Date



**APPENDIX 2 – CERTIFICATION REGARDING WORKERS’ COMPENSATION**

CA Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Name of Offeror: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent/Officer

\_\_\_\_\_  
Date

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



**APPENDIX 3 – 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: \_\_\_\_\_