

**REQUEST FOR QUALIFICATIONS AND PROPOSALS – DINING OPERATION AND VENDING SERVICES RFQ
NO. 18-03: BARSTOW COMMUNITY COLLEGE DISTRICT**

Barstow Community College District (BCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide DINING OPERATION AND VENDING SERVICES for Barstow Community College. Evaluation will result in an Agreement expected to provide comprehensive professional services to BCCD beginning **AUGUST 1, 2018**.

If you would like to submit a response to this Request for Qualifications and Proposals, please send five hard copies and one (1) electronic copy of requested materials to:

**Barstow Community College District
Attn: Terri Walker, Budget Analyst
2700 Barstow Road
Barstow, CA 92311**

Questions regarding this RFQ&P may be directed to TERRI WALKER, 760-252-2411 or via email at twalker@barstow.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website <http://www.barstow.edu/bidprojects.html>. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing TERRI WALKER at twalker@barstow.edu. Acknowledging Firms will receive a response email with addenda information if any is provided.

All responses must be received by mail, recognized carrier or hand delivered by

May 25, 2018 at 3:00 P.M.

NOTICE CALLING FOR BIDS

District: BARSTOW COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P NO. 18-03
RFQ&P for Dining Operation Services
Bid Deadline: 3:00 P.M., May 25 2018
**Mailing Address &
Place of Bid
Receipt:** Barstow Community College District
Attn: Terri Walker, Budget Analyst
2700 Barstow Road
Barstow, CA 92311

NOTICE IS HEREBY GIVEN that Barstow County Community College District, of Barstow, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, sealed responses to the RFQ for the above stated project.

Complete Request for Qualifications and Proposal documents may be viewed at the Office of the Vice President of Administrative Services at the above address, telephone (760)252-2411, ext. 7312.

There will be a job walk on May 7, 2018 at 9:00 and another on May 10, 2018 at 9:00 a.m., beginning in the Student Services Building, 2700 Barstow Road, Barstow, CA 92311.

The Food Services firm shall possess the appropriate business license at the time a proposal is submitted.

The DISTRICT reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No bidder may withdraw any bid for a period of one hundred twenty (120) calendar days after the date set for bid opening.

Brenda K. Findley, Ed.D
Vice President of Administrative Services

PUBLISH: _____

April 30th &
May 7th

INTRODUCTION

Barstow Community College District (DISTRICT) is inviting vendors to bid on a twenty-three (23) month contract for DINING OPERATION SERVICES at Barstow College, on a five-day Monday-Friday daily schedule. The contract will start August 1, 2018 and end on June 30, 2020, with three one-year renewal options.

It is the intent of this Request for Qualifications and Proposals (RFQ&P) to establish the specifications, terms and conditions governing the evaluation process.

BACKGROUND:

Barstow Community College District is a single college district, located in Barstow, California. BCCD also has a satellite educational center at Ft. Irwin. Barstow Community College serves approximately 4,500 students per major term.

BCCD is currently planning a renovation project to upgrade its aging dining facility, and we are looking for a partner who can help us provide affordable dining in a pleasant environment, and increase customer traffic. Renovations are expected to be completed during the summer of 2018. The new food service vendor will have the opportunity to participate as a consultant regarding the décor and the arrangement of furniture and some of the equipment in the upgraded facility.

BCCD's current food service contract expires on June 30, 2018. A separate vending contract expires on August 31, 2019. After this date, the new food service vendor will have the opportunity to assume responsibility for all or some of the BCC campus vending operation.

Food service revenue for the last three years is reported below:

	Ad hoc Food Sales	Student Meal Vouchers*	Special Events / Catering	TOTAL
2015-2016	\$45,000	\$54,000	\$83,749	\$182,749
2016-2017	\$45,000	\$55,000	\$89,298	\$189,298
2017-2018	\$45,000	\$60,000	\$94,233	\$199,233

*Eligible students receive \$10 meal vouchers that can be redeemed only through campus dining.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ&P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

TIMELINE:

Submittal questions must be in writing and be directed to TERRI WALKER via email at <mailto:twalker@barstow.edu> with the subject line indicating “Question(s) for DINING OPERATION RFQ&P No. 18-02”. If questions are submitted after the deadline, they will not be answered. Firms must provide a submittal using the information in the RFQ&P and any addenda provided.

Request for Qualification & Proposals Submittal Schedule

RFQ&P - 1 st Advertisement	April 30, 2018
RFQ&P - 2 nd Advertisement	May 7, 2018
JOB WALK 9:00 – 11:00	May 10, 2018
Deadline for written questions	May 21, 2018
Last addendum	May 22, 2018
Deadline for RFQ&P Submittal	May 25, 2018
Interviews	June 4, 2018, if necessary
Contract Negotiation	June 5-6, 2018
Board Meeting - Approval	June 20, 2018
Contract Execution	June 21, 2018

The job walk will begin on May 10, 2018 at 9:00 a.m., in the Student Services Building, Barstow Community College, 2700 Barstow Road, Barstow, CA 92311.

During the review of the submittals, BCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ&P title, Firm’s name and address, contact name, email and phone number.

Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.

Late submittals will be returned to the firm without evaluation and firm will not qualify for consideration. A postmark will be accepted as meeting the delivery requirement.

SCOPE OF WORK

Services: Food services will include the sale of food and beverages at BCC. BCCD’s current vending contract expires on August 31, 2019, and the new food service vendor will have the opportunity to assume responsibility for all or some of the BCC campus vending operation after that date.

In addition to comprehensive dining, the scope of the contract will include catering services.

Schedule. The Food Services effort is expected to begin upon Board approval at the **June** Board meeting.

Tasks. The following are the expected tasks and deliverables associated with the delivery of food, beverage, or vending services at Barstow Community College.

Task 1: Project Initiation

Immediately upon board approval the selected vendor is expected to initiate implementation of contracted services. Activities will include but are not limited to:

- Meet with the Barstow Community College Vice President of Administrative Services to coordinate logistics as appropriate
- Ensure applicable permits are in place
- Develop informational materials (e.g. flyers, signs, menu, website)

Task 2: Implementation

Vendors will be expected to be fully operational within 41 days of contract execution.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit five hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. The original copy shall be marked "Original" and must be wet signed by person authorized to bind the firm.

"Qualifying firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212".

All submittals shall be in the form and formatted as specified in this RFQ&P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.
2. **Table of Contents.** A **Table of Contents** of the material contained in the proposal should follow the Cover Letter. Include tabs for each section identified herein.
3. **Executive Summary.** The **Executive Summary** should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with the District. (two page maximum)
4. **Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with **DINING OPERATION SERVICES** and more particularly community college projects. Include the scope of work performed within the last five years. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project.

Briefly describe any interface with associated regulatory agencies.

Financial Standing - Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.

Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

5. **Personnel.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:
 - a. Number of qualified staff
 - b. Identification of any services noted in the Agreement(s) not provided in-house
 - c. Identification of proposed sub consultants
 - d. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
 - i. Possess the minimum qualification to perform the services provided
 - ii. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7
 - e. Include resumes of proposed personnel, including any proposed sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual

experience. Identify any certifications or licenses held (No more than one page per person).

- f. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein
6. **Scope of Work.** The Scope of Work provided describes the expected effort of the consultant; however, the consultant may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Three pages maximum)
7. **Services.** Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)
8. **Additional Data.** Provide additional information about the firm as it may relate to this RFQ&P. Indicate ongoing training of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned firms, and small women-owned business participation level. Consortia of small businesses, minority-owned firms, and women's business enterprises are encouraged, and subcontracts with small businesses, minority-owned firms, and women's business enterprises are also encouraged. If appropriate please describe any commitment to hire students or provide internship opportunities for students.
9. **Commission.** BCCD proposes to enter into a contract that provides for a commission to be paid to the District only on gross revenues received in excess of \$125,000 per year. Provide with your proposal the commission percentage you will pay to the District on gross annual revenues received in excess of \$125,000.

Identify any constraints or assumptions that affect the proposed commission payments. **Be thorough and specific as this will form the basis of any contract negotiations for services.**

10. **Client References.** This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any sub consultants included in the proposal and shall include:
 - a. Project name, location and description
 - b. Client contact name
 - c. Telephone number
 - d. Email address

This section may also include letters of recommendation or testimonials.

11. **Agreement Review.** Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.
12. **Certification.** Complete, provide authorized signature, and date the CERTIFICATION – REQUEST FOR QUALIFICATION & PROPOSALS enclosed with the RFQ&P.

Responses to the RFQ&P should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFQ&P may result a non-responsive evaluation. The emphasis of your submittal should be on completeness and clarity of content.**

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is not to be included with the Firm's submittal.

BASIS OF AWARD

The evaluation of the Dining Operation and Snack Vending Services award will be a three-stage process. *Individual process may require total modification of the highlighted area.*

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.
2. The optional second stage may include, at the option of the evaluation committee, short-listed Dining Operation award invited for an interview to present their full understanding of, and responsiveness to, this RFQ&P and their specific experience and approach; food samples may be provided for tasting.
3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, **DINING OPERATION SERVICES** will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees (if deemed necessary), District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or BCCD rejects all proposals.

Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.

MISCELLANEOUS

1. General information about BCCD may be found at <http://www.barstow.edu>.
2. All submittals shall remain active and valid for sixty (60) days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.
3. Selection may be made solely on the basis of the stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.
4. Evaluation may be made solely on the basis of the submittal review or the evaluation committee may deem it necessary to interview applicants as part of the evaluation process.
5. The proceedings of the evaluation committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ&P materials.
6. All materials, except financial information, submitted in response to this RFQ&P shall become the property of BCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.
7. Only written changes to the RFQ&P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.
8. BCCD reserves the right to reject any or all responses to this RFQ&P. Any and all costs incurred in preparing and submitting a response to this RFQ&P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.
9. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).**

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website. Firms/Individuals; all addenda will be posted on the bid website and it is the proposers responsibility to ensure they have obtained and reviewed all addenda.

QUESTIONS FROM POTENTIAL RESPONDENTS

Questions regarding this RFQ&P may be directed to **TERRI WALKER, at (760) 252-2411** or via email at twalker@barstow.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum, posted on the main page of the district's website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing twalker@barstow.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

Specific Inclusions

- 1. Exhibit A: Certification – Request for Qualifications**
- 2. Exhibit B: Sample Agreement for Food & Beverage Services**
- 3. Exhibit C: Campus Map**

RFQ&P - Exhibit A

CERTIFICATION – REQUEST FOR QUALIFICATIONS & PROPOSALS

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ&P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with BCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached **Request for Qualifications – DINING OPERATION SERVICES** and the instructions for submitting an RFQ&P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide five hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) _____

Signature

Typed or Printed Name

Title

Phone

Address

Email

Provide Seal here, if Corporation

AGREEMENT – DINING OPERATION SERVICES, RFQ NO. 18-03, BARSTOW COMMUNITY COLLEGE, and <CONTRACTOR NAME>

This AGREEMENT, is made this <DAY> day of <MONTH>, <YEAR>, by and between the Barstow Community College District, hereinafter referred to as "DISTRICT", and <SUPPLIER NAME>, an <NAME OF STATE> corporation, hereinafter referred to as "CONTRACTOR".

1. SCOPE

The CONTRACTOR hereby agrees to provide food services on the Barstow Community College Campus, located at 2700 Barstow Road, Barstow, CA 92311, during the term of this Agreement.

2. TERM

The duration of this agreement shall be for a period of twenty-three (23) months beginning August 1, 2018, with three one-year options to renew services at Barstow Community College.

3. CONTRACTOR'S RESPONSIBILITIES

A. The CONTRACTOR shall be responsible for all costs of food services operations, including, but not limited to, the following items:

1. Operate the Barstow Community College Dining and provide catering services for College and Associated Students of Barstow Community College-sponsored functions, except as otherwise specified in this Agreement
2. Provide marketing services including signage as approved through the Student Services division, and advertisements on social media, the campus app, and on the college website.
3. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens and cleaning of the entire hood exhaust system.

4. Maintain in safe and proper working condition and repair, at CONTRACTOR'S expense, all food service furniture, fixtures and equipment used by CONTRACTOR in the food preparation and service areas.
5. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, CONTRACTOR shall replace, at this expense, all lost or broken furniture, fixtures, and equipment with new items of equal or greater quality and value. At the termination of the Agreement, CONTRACTOR shall surrender these items to the DISTRICT.
6. The Dining, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by CONTRACTOR for the supplying of meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.
7. Within the first 30 days of contract commencement, CONTRACTOR will complete an initial inventory. The CONTRACTOR will complete an inventory of DISTRICT-owned supplies and equipment each year on or by July 1 of the year for which the inventory is effective with DISTRICT confirmation. In connection therewith, CONTRACTOR shall permit DISTRICT to enter the Facilities to complete this task.
8. CONTRACTOR shall be responsible for installing CONTRACTOR'S own equipment, supplies, etc. as required to fulfill this Agreement.
9. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, including outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping and waxing floors as applicable and as needed.
10. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the San Bernardino County Health Department.
11. Furnishing and maintaining one commercial microwave oven for use by dining facility customers, located in the main dining area.
12. Maintaining a "coffee cart" or similar coffee service area.
13. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). CONTRACTOR shall keep trash and garbage receptacle areas clean at all times.
14. Extermination and pest control services in the Facilities.
15. All linens, towels, uniforms, table linens, and laundry service costs.

16. All paper supplies including disposable plates, cups, napkins and utensils.
17. If necessary as determined by the DISTRICT, permanent serving trays shall be provided by the DISTRICT.
18. All office supply expenses.
19. All kitchen supplies not originally furnished by DISTRICT.
20. CONTRACTOR agrees that food services under this Agreement shall remain in operation during the three (3) instructional terms of the year. The regular days of operation for the 2018-2019 academic year shall Monday – Thursday, 7:30 a.m. to 6:00 p.m., and Friday from 7:30 – Noon. CONTRACTOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Vice President of Administrative Services.
21. Proposed will be provided to the Vice President of Administrative Services at least once per year for review. CONTRACTOR agrees to meet the Vice President's requests regarding menu content unless CONTRACTOR can demonstrate that compliance would impose a financial hardship upon the food services operation.
22. CONTRACTOR may be asked to occasionally offer special menus or dining themes that coincide with on campus holidays and activities.
23. CONTRACTOR shall offer at the dining facility fountain drinks 100% from the designated exclusive beverage CONTRACTOR; and shall have the right to 25% of the shelf space allocated to other brand names and types of bottle and can beverage products sold in the dining facility.
24. CONTRACTOR shall provide Seven hundred fifty dollars (\$750) of upfront catering/food service credit to be used at the discretion of the office of the Barstow Community College President.
25. CONTRACTOR shall provide Five Hundred Dollars (\$500) of upfront catering/food service credit to be used at the discretion of ASG.

- B. CONTRACTOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.
- C. CONTRACTOR shall be responsible for the following items:
1. All food costs.
 2. All transportation and vehicle costs required for CONTRACTOR'S operation.
 3. CONTRACTOR agrees that no intoxicating beverages shall be kept, sold, or served upon the premises of the DISTRICT (except amounts required for food preparation, i.e., cooking wine).
- D. On termination of the Agreement, CONTRACTOR shall vacate all parts of DISTRICT'S Facilities occupied by it or assignees and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and inspection, and CONTRACTOR shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.
- E. The following minimum food specifications shall be adhered to:
- | | |
|------------------------------|----------------------------|
| Meats | USDA Choice |
| Poultry and Eggs | USDA Inspected |
| Milk and Dairy Products | USDA Grade A |
| Fresh Fruits and Vegetables | US Fancy or No. 1 |
| Canned Fruits and Vegetables | US Grade A Choice or Fancy |
| Frozen Foods | US Grade A Fancy |
- F. CONTRACTOR shall provide the College with a phone number where they can be reached 24 hours a day, seven days a week, in case of emergencies. CONTRACTOR shall also provide an e-mail address for emergency notifications.
- G. The CONTRACTOR shall also be responsible for:
1. All labor costs, Social Security tax, and unemployment insurance.
 2. All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR'S employees. All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.

3. CONTRACTOR shall hire whenever possible College students for both part-time and temporary positions and take into consideration academic commitments of student employees in scheduling responsibilities and hours.
4. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR'S personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.
6. All servers will be professionally dressed for catering events.

H. HEALTH AND SAFETY REGULATIONS

1. The CONTRACTOR shall comply with all federal, state and local health and sanitation regulations relating to personnel and maintenance of the Facilities and shall also comply with any DISTRICT rules and regulations.

Failure to comply with this section within ten (10) days of receiving notice from the DISTRICT of a violation shall be cause for termination of the Agreement in accordance with Paragraph B of this Agreement.

2. CONTRACTOR understands that Education Code Sections 88004.5, 88021, 88022, 88023, 88024, and 88025, and any other health criteria established by the DISTRICT, are applicable to all persons providing food service management consulting services under this Agreement.
3. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise when CONTRACTOR is deemed responsible for damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.
4. CONTRACTOR shall assume sole responsibility for damage or losses, regardless of cause, to any and all property of the CONTRACTOR located in or on DISTRICT property.
5. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT'S premises occupied by it and shall restore the same to the DISTRICT in the same

condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.

4. CONSIDERATION

- A. CONTRACTOR agrees to pay to the DISTRICT ___% of gross revenue received in excess of \$100,000 per annum.
- B. CONTRACTOR shall furnish DISTRICT'S BUSINESS OFFICE with a complete and accurate accounting statement within twenty (20) calendar days after the close of each month showing gross revenue figures less sales tax. DISTRICT shall have the right to review the sales for any given period of time (day, week, month, etc). The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month.

5. EXCLUSIVEFRANCHISE

The only exclusive food and beverage supplier at Barstow Community College will be the beverage vending and soft drink supplier. All other CONTRACTORS must comply with the DISTRICT'S contract with Pepsi or another exclusive CONTRACTOR to sell soft drinks and other products.

CONTRACTOR may only provide food, beverage, or snack vending services in approved locations and may not advertise at a location where a competing CONTRACTOR is providing services.

The Dining Services CONTRACTOR will be given first priority for large food services for Associated Students of Barstow Community College or College-sponsored functions such as banquets, parties, conferences or other special events. CONTRACTOR agrees to provide such services if requested by the Associated Students of Barstow Community College or BCC. However, cost and quality will be a consideration and the College reserves the right to obtain catering services from other CONTRACTORSs if they determine that the CONTRACTOR cannot provide the variety and quality of services required at competitive prices.

- A. The following exceptions shall apply:
 - 1. Athletic events snack bar shall be managed by the College clubs.
 - 2. Occasional home-baked-item "bake sales"; ethnic food events; theatre,

music, art, speech, etc. sponsored by student or faculty groups and approved by DISTRICT or college administration.

3. The sale of food at the annual Lights of Learning event and the annual Foundation Barbecue.
4. Mobile food trucks at construction sites.
5. Mobile food trucks that are periodically permitted within campus and approved by the college administration.

B. Also not included in the food services agreement are:

1. All beverage vending machines. The DISTRICT will enter into a separate agreement for beverage vending.

6. PRICES

District reserves the right to ensure that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar facilities. Furthermore, CONTRACTOR warrants that charges for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.

7. DISTRICT RESPONSIBILITIES

A. The DISTRICT shall:

1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1)
2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for operations.
3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
4. Be responsible for and assume the costs of the following:
 - i. Providing building space, as needed, for operations.
 - ii. Providing outside trash bin and trash collection services.
 - iii. Cost of the utilities: electricity, heat, and air conditioning.

5. Provide janitorial and grounds maintenance coverage of the areas outside the service area.
6. DISTRICT shall provide Dining services CONTRACTOR office space in the Dining. The office shall be for the use of the CONTRACTOR during the term of this Agreement.
7. DISTRICT shall provide all necessary keys to ensure that CONTRACTOR'S supervisory personnel shall have access to facilities at all times.
8. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.
9. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.
10. When equipment owned by the DISTRICT is no longer functional, College and CONTRACTOR will negotiate alternatives. Prior to any/all replacement, CONTRACTOR must obtain an independent analysis confirming need and at no cost to the DISTRICT. The brand, model, and quality shall be at the sole discretion of the DISTRICT, but recommendations by the CONTRACTOR shall be taken under advisement.
11. The DISTRICT'S single point of contact for all communication and contract negotiations will be the Vice President of Administrative Services.

10. INSURANCE

The CONTRACTOR shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

- A. Operations, contractual, and protective liability subject to the following limits: \$2,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$2,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.
- B. Worker's compensation insurance covering all CONTRACTOR'S employees connected with the operation.
- C. The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the

same kind and the same amount.

- D. These policies shall name the DISTRICT, the Board of Trustees, Barstow Community College, the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.
- E. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Barstow Community College, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Barstow Community College or their officers, employees or agents.
- B. Liability for damages for injury to or death of any person(s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend at DISTRICT'S request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Barstow Community College or their officers, agents or employees, on any such claim or liability, and shall pay or

satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Barstow Community College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. EVALUATION OF SERVICE

- A. The DISTRICT may have a food and beverage committee to appraise and evaluate the operations of the CONTRACTOR.
- B. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the operation at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

13. TERMINATION

- A. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
- B. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent operator chosen by the DISTRICT (not to exceed ninety (90) days).
- C. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance and worker's compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.
- D. On any termination, expiration or non-renewal of this Agreement, School shall pay Contractor the unamortized book value (calculated on the straight-line method from the in-service date[s] over the greater of 8 years or until expiration of this Agreement of all Capital Improvements specified in Section 19 and the One Time Contribution specified in Section 4D above.

14. LICENSING AND PERMITS

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies, with all provisions of federal, state, and local laws relating to or governing the operation. All licenses and permits shall be obtained and paid for by the CONTRACTOR.

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income

and transactions of the CONTRACTOR excluding property taxes.

The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contractor otherwise.

16. FINANCIAL RECORDS

It is expressly understood that the CONTRACTOR shall maintain financial records in accordance with standard accounting practices and procedures and shall make all records available to an independent auditor appointed by the DISTRICT and the Office of the Auditor General of the State of California as its request. The financial obligation to the auditing firm shall be met by the DISTRICT. Records, data and documents shall be retained for five (5) years after the end of each contract year.

17. DONATIONS

CONTRACTOR agrees to donate \$100 per year towards the Barstow Community College Food Pantry program.

18. CAPITAL IMPROVEMENT

Capital improvements projects must be approved by the college. The expense of capital improvement projects will be borne by the CONTRACTOR and will be amortized over an agreed-upon timeline. Should the contract end before the capital improvement expenses are fully amortized, the college will reimburse the CONTRACTOR in full for the unamortized expenses.

19. PARKING

There is currently no parking fee imposed at Barstow Community College. If the College implements a parking fee, the CONTRACTOR'S employees shall be subject to the same regulations and parking fees as apply to college employees generally.

20. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

21. ASSIGNMENT/ADVERTISEMENT

The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT facilities by third parties without the express written consent of the DISTRICT. This contract is made for the exclusive benefit of the parties, and no benefit to any third party is intended. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.

- A. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

22. AMENDMENT

The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification and agreed upon by both parties.

23. NOTICE

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

<p>CONTRACTOR: Name Title Company Name Address</p>	<p>DISTRICT: Dr. Brenda K. Findley Vice President of Administrative Services Barstow Community College District 2700 Barstow Road Barstow, CA 92311</p>
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24. NON-DISCRIMINATION

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT'S equal employment opportunity policy.

25. COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.

- B. The complete contract includes documents, including the Request for Proposal, Information Required of Bidder, Insurance Policies, List of District Furnished Equipment, Contractor's Certificate Regarding Worker's Compensation, Contractor's Proposal, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
Barstow Community College District

CONTRACTOR:
Contractor Name

Dr. Brenda K. Findley
Vice President of Administrative Services

Name

Title

Date

Date