REQUEST FOR QUALIFICATIONS AND PROPOSALS – FOOD SERVICES, FOOD VENDING AND COFFEE CART SERVICES: IRVINE VALLEY COLLEGE

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide Food Services, Food Vending and Coffee Cart Services for Irvine Valley College, Bid No. 313. Evaluation will result in an Agreement expected to provide comprehensive professional services to SOCCCD beginning July 1, 2015.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Shannon Seifert

Questions regarding this RFQ & P may be directed to Shannon Seifert, Purchasing Manager, via email at sseifert@socccd.edu.

A mandatory pre-bid conference will be held on March 20, 2015, at 11:00 a.m., in Room SC 260, Student Services Center, Irvine Valley College, at 5500 Irvine Center Drive, Irvine, CA 92681.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website at www.socccd.edu. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing Shannon Seifert.

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

April 7, 2015, 2:00 P.M.
NOTICE CALLING FOR BIDS

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: BID NO. 313
RFQ&P for Food Services, Food Vending and Coffee Cart Services, Irvine Valley College

Bid Deadline: 2:00 P.M., April 7, 2015
Mailing Address & Place of Bid Receipt:
South Orange County Community College District
Health Sciences Building, 3rd Floor, Room HS-357
Purchasing & Facilities Planning Department
28000 Marguerite Parkway
Mission Viejo, CA  92692
Attn: Shannon Seifert

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, 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 submittals by qualified firms for consideration for RFP & Q for Cafeteria and Food Vending Services at Irvine Valley College.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Director of Facilities Planning and Purchasing Department at the above address, telephone (949) 582-4678 or previewed on-line at www.socccd.edu.

The Food Services, Food Vending and Coffee Cart 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 ninety (90) calendar days after the date set for bid opening.

Brandy K. D’Lena
Executive Director,
Facilities Planning & Purchasing

PUBLISH: THE REGISTER
March 5, 2015 &
March 12, 2015
INTRODUCTION

Irvine Valley College (IVC) seeks to procure a contract with a reputable food service management company to operate a successful food service program on an innovative college campus dedicated to sustainability. SOCCCD would like to foster a more sustainable food service that economically supports environmentally sustainable food systems as a way of contributing to the quality of life in the region. SOCCCD desires a Contractor who can deliver a variety of high-quality, sustainably produced and procured foods on a daily basis, creating strong customer satisfaction. The evaluation timeframe is expected to be 2.5 months. The selected team will work with the Cafeteria Task Force committee and take an active leadership role in the guiding optimal food delivery choices. The Agreement will include at the minimum:

Services at the campus cafeteria, food vending coin and card operated machines and operation of satellite coffee and snack cart(s), as well as catering services for various campus events.

The District is requesting qualification statements and proposals from consultants with a proven track record. At a minimum, three years-experience providing similar services at educational facilities.

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:

IVC, located in Irvine, was founded in 1979 as Saddleback College North Campus and established as Irvine Valley College July 1, 1985. IVC is approximately 100 acres and serves over 14,000 students each year.

IVC is the landlord for Kaplan International Institute, a private language school that trains and educates foreign students in a variety of subjects. Kaplan International Institute offers classes to its students on a year round basis. Kaplan’s students are regular users of the IVC cafeteria.

Additionally, a new 24,000 SF building is being added to the campus, operation of which is expected to increase enrollment.

Currently, food services, food vending machines and coffee cart services are under contract with an outside Vendor. The current agreement expires on June 30, 2015. The agreements cover services at the campus cafeteria, food vending coin and card operated machines and operation of satellite coffee and snack cart(s), as well as catering services for various campus events. The Beverage Vending services gross sales will be provided at the Pre Proposal meeting.

The Food Services, Food Vending, Coffee Cart Services Agreement includes a requirement for payment of commission. See Sample Agreement.

There is a separate beverage supplier agreement in place that also will expire on June 30, 2015. The Vendor under this agreement owns and operates all beverage vending machines on campus and is
currently the designated supplier of 75% of the soft drinks for the cafeteria, including 100% of the soda fountain beverages. See RFP Bid No. 312 for additional information.

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.

Submittal questions must be in writing and be directed to Shannon Seifert via email at sseifert@socccd.edu with the subject line indicating “Question(s) for Food Services, Food Vending and Coffee Cart Services for Irvine Valley College RFQ & P”. If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFQ & P and any addenda provided.

Request for Qualification & Proposals Submittal Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ &amp; P - 1st Advertisement</td>
<td>March 5, 2015</td>
</tr>
<tr>
<td>RFQ &amp; P - 2nd Advertisement</td>
<td>March 12, 2015</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>March 20, 2015 11:00-1:00</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>March 31, 2015</td>
</tr>
<tr>
<td>Last addendum</td>
<td>April 2, 2015</td>
</tr>
</tbody>
</table>

**Deadline for RFQ & P Submittal**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interviews</td>
<td>April 24, 2015</td>
</tr>
<tr>
<td>Contract Negotiation</td>
<td>April 23, 2015, if no interviews</td>
</tr>
<tr>
<td></td>
<td>April 28, 2015 if interviews</td>
</tr>
<tr>
<td>Board Meeting - Approval</td>
<td>May 18, 2015</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>July 1, 2015</td>
</tr>
</tbody>
</table>

During the review of the submittals, SOCCCD 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. It is the firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

SCOPE OF WORK

Services: The anticipated scope of services and be found in the sample agreement attached to this RFQ & P.

Overview. The District is considering entering into a five year agreement with the first three one-year options to renew as the Vendor’s option and the last two one-year options to renew as the District’s option. These services relate to exclusive sale of food services and food only vending machines at the Irvine Valley College campus located at 5500 Irvine Center Drive, Irvine, California 92618 and at the ATEP campus located at 15445 Lansdowne, Tustin, CA 92782. Vending services at the ATEP campus will discontinue or be relocated in late 2017.

Vendor shall, as part of the contract, provide satellite coffee cart services on the Irvine Valley College campus. Vendor shall sell coffee, tea, and milk and may also sell limited donuts, pastries, fruits, sandwiches, salads, and pre-packed snacks and food items. Vendor shall not sell at this location any products in direct competition with the products of the designated beverage supplier. No sale of cooked meals shall take place at the coffee cart location.

The food services vendor shall be required to use products exclusive to the designated beverage supplier in all fountain operations and a designated percentage of the shelf space. Other drinks such as tea, coffee, milk, health drinks, fruit juices, etc. that are not in direct competition with the products of the designated beverage supplier shall be allowed for sale by the food Vendor.

Schedule. The Food Services, Food Vending and Coffee Cart Services effort is expected to begin after Board approval is obtained at the May Board meeting with a start date of July 1, 2015 end no later than June 30, 2020.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven 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. Each section, 1 – 12 listed below, shall be tabbed. 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;

All submittals shall be in the form and formatted as specified in this RFQ. **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.

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 South Orange County Community College District. (two page maximum)
   a. **Note:** Exhibit C, the Qualification Matrix, shall be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

4. **Experience.** Provide any professional registration, certifications and affiliations for the firm. Describe your experience with Food Services, Food Vending and Coffee Cart 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.

   If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)
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-contractors. Define the number of years you have worked with each subcontractor proposed as part of potential project teams.

   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 knowledge and understanding of contract terms and conditions, major services and activities required to perform services provided

      iii. Have a minimum of three years of directly related experience

      iv. 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. Vendor shall describe, in detail, what is intended for food services, food vending machines and satellite coffee cart services at the college (Three pages maximum)

7. **Services.** Define which philosophy of the Firm and elaborate on associated business processes (One page maximum)

8. **Additional Data.** Provide additional information about the firm as it may relate to this RFQ & P. Show in detail all capital improvements, or other programs or projects that Vendor proposes. List all equipment to be brought on Campus. Identify what will be considered the property of Vendor and what will be considered the property of the District. Provide a detailed description of the procedures and approaches intended to support the District’s goal of improving sustainable practices
9. **Marketing/Promotions.** Vendors shall indicate in detail what marketing/promotions they are proposing to the District for the award of the exclusive rights at the Campus over the duration of the contract. If proposal is based on proposed changes in current practices the changes should be clearly indicated in the proposals. Identify any constraints or assumptions that affect the proposal. Services that are not specifically included in RFQ exhibits may be provided as supplementary information. **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 this 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.** Submittals received after the due date and time will not be considered or reviewed. 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 Food Services, Food Vending and Coffee Cart Services will be a three-stage process.

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 determination of the evaluation committee, short-listed Name of Services invited for an interview to present their full understanding of, and responsiveness to, this RFQ & P and their specific experience and approach.

3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, Food Services, Food Vending and Coffee Cart 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, 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 SOCCCD 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 SOCCCD may be found at [http://www.socccd.edu](http://www.socccd.edu). Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety 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 SOCCCD 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. SOCCCD 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.

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 Shannon Seifert, Purchasing Manager, at (949) 582-4678 or via email at sseifert@socccd.edu.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Food Services, Food Vending and Coffee Cart Services
3. Exhibit C: Food Services, Food Vending and Coffee Cart Services – Qualification Matrix
4. Exhibit D: Campus Map

Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.
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 SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Food Services, Food Vending and Coffee Cart 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 seven 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
This Agreement is made this 1st day of July, 2015 by and between the South Orange County Community College District, hereinafter called the "DISTRICT," and **VENDOR NAME AND ADDRESS**, hereinafter called the “VENDOR” for Irvine Valley College (the “College”) campus having its principal place of business at 28000 Marguerite Parkway, CA 92692.

WHEREAS, the DISTRICT fosters sustainable food service that economically supports environmentally sustainable food systems as a way of contributing to the quality of life in the region;

WHEREAS, the DISTRICT and Irvine Valley College chose this VENDOR as one who can deliver a variety of high quality, sustainably produced and procured, foods on a daily basis;

WHEREAS, VENDOR is specially experienced and competent to provide to the DISTRICT the scope of services identified herein and has indicated its willingness and commitment to provide such services on the terms hereafter set forth in this Agreement; and

WHEREAS, in accordance with Education Code Section 88004.5, a community college district may enter into a contract for management consulting services relating to food service for a term not to exceed one year, renewable on a year-to-year basis, so long as such contract does not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment.

WHEREAS, the DISTRICT has determined that it is in the best interests of the DISTRICT to contract with VENDOR to provide services for Food Services, Food Vending and Coffee Cart Services at Irvine Valley College,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the PARTIES hereto agree as follows:

**ARTICLE 1 VENDOR’S SERVICES AND RESPONSIBILITIES**

1.1. **Services**. The VENDOR’S services shall consist of those services performed by the VENDOR and VENDOR’S employees as enumerated in this Agreement.

1.2. **Standard of Care**. VENDOR shall provide the Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. VENDOR’S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly campus operations. VENDOR shall without additional compensation, correct or revise any errors in its services.
1.3. **Supervision.** Food Services VENDOR shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. VENDOR shall employ a Food Services Manager who shall be assigned to the cafeteria on a full-time basis. The Food Services Manager shall coordinate all activities connected with the provision of services specified in the Agreement and shall meet with the assigned DISTRICT representative(s) on an as-needed basis to coordinate enforcement of DISTRICT/COLLEGE policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of VENDOR to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

1.4. **Key Individual Assignment.** The VENDOR has been selected to perform the work herein because of the skills and expertise of key individuals. VENDOR assignment for this PROJECT is for roles identified per agreement between VENDOR and DISTRICT. The VENDOR shall designate Name, as ROLE, and a management team of Name as ROLE and Name as ROLE. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the services. Additionally, the VENDOR must furnish the name of all other key people in VENDOR’S employment that will be associated with providing services.

1.5. **Replacement of Key Individual.** If the designated key person(s) fails to perform to the satisfaction of the DISTRICT, then upon written notice the VENDOR will have 10 working days to remove that person from the operations and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview.

1.6. **Relationship of VENDOR to Other Participants.** VENDOR’S services hereunder may be provided in conjunction with applicable contracts between the DISTRICT and others providing services. The VENDOR shall perform its duties in accordance with its contract(s) with the DISTRICT. VENDOR shall coordinate all work with DISTRICT participants as necessary to complete contract requirements.

1.7. **VENDOR’S Certifications, Representations and Warranties.** VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and VENDOR acknowledges and agrees that the DISTRICT, in deciding to engage VENDOR pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of VENDOR’S engagement hereunder:

   a. VENDOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Agreement and, to the extent required by any applicable laws, VENDOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

   b. VENDOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal,
ARTICLE 2  SCOPE OF SERVICES

2.1. **Right to Use.** VENDOR will have the right to the use of the cafeteria, kitchens, service rooms, auxiliary storage rooms, and the dining room and its serving facilities and equipment, hereinafter all referred to as "Facilities". VENDOR agrees to operate said Facilities under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Irvine Valley College students and to procure, prepare, and serve, at VENDOR’S own expense, food items for Irvine Valley College during the term of this Agreement.

2.2. **Education Code.** The PARTIES understand that Education Code Section 88004.5 applies to this Agreement and requires that the performance of this Agreement shall not cause or result in the elimination of any food service classified personnel or position or cause or result in any adverse effect upon any food service classified personnel or position with respect to wages, benefits, or other terms and conditions of employment. Accordingly, the DISTRICT, as determined in its sole discretion, has the right to require changes to this Agreement and/or the scope of services to be performed by VENDOR in order to ensure compliance with Education Code Section 88004.5.

2.3. **Services.** VENDOR shall be responsible for providing food services at the cafeteria including the following:

a. Operate the Irvine Valley College cafeteria and provide catering services for College and Associated Students of Irvine Valley College-sponsored functions, except as otherwise specified in this Agreement (See Exhibit C for Sample menus).

b. Provide marketing services including signage as approved through the Cafeteria Task Force and advertisements in the school newspaper and on the college website.

c. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens, service and maintenance of overhead sprinkler system, and cleaning of the entire hood exhaust system. Sprinkler system and hood exhaust system shall be serviced no less than twice annually, and VENDOR shall provide proof of maintenance to the DISTRICT.

d. Maintain in safe and proper working condition and repair, at VENDOR’S expense, all food service furniture, fixtures and equipment used by VENDOR in the food preparation and service areas.

e. 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, VENDOR 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, VENDOR shall surrender these items to the DISTRICT. In particular, VENDOR shall responsible for the replacement of the loss and breakage to the initial state, and local laws, rules, regulations, and ordinances, including worker’s compensation and equal protection and non-discrimination laws.
inventory of china, glassware, silverware, and all other movable kitchen and serving supplies originally furnished by the DISTRICT. 6. The cafeteria, kitchens, service rooms, auxiliary storage rooms, dining room and serving facilities shall be used and occupied by VENDOR for the supplying of meals aforesaid to the DISTRICT and for no other purpose, except as hereinafter provided.

f. The VENDOR 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, VENDOR shall permit DISTRICT to enter the Facilities to complete this task.

g. VENDOR shall be responsible for installing VENDOR'S own equipment, supplies, etc. as required to fulfill this Agreement.

h. Cleaning and maintaining proper sanitation in the food preparation, service, and dining areas, including the staff dining room and the outside dining areas. This shall include but not be limited to bussing of dishes and cleaning of tables; cleaning spills from floors; and mopping, waxing, and shampooing floors as applicable and as needed. Failure to comply with this paragraph shall be cause for termination of this Agreement.

i. Personal hygiene must be maintained at a high standard meeting or exceeding the requirements of the Orange County Health Department. Uniforms must be clean and pressed at all times.

j. Furnishing and maintaining two commercial microwave ovens for use by cafeteria customers, one located in B100 at the food vending area and the second located in the staff dining area.

k. Removal of all trash and garbage to waste receptacles (DISTRICT-provided). VENDOR shall keep trash and garbage receptacle areas clean at all times.

l. Extermination and pest control services in the Facilities.

m. All linens, towels, uniforms, table linens, and laundry service costs.

n. All paper supplies including disposable plates, cups, napkins and utensils, Styrofoam excluded.

o. If necessary as determined by the DISTRICT, permanent serving trays shall be provided by VENDOR.

p. All office supplies and telephone expenses.

q. All kitchen supplies not originally furnished by DISTRICT.

r. The regular days of operation for FY 2015-2016 shall be as shown on Exhibit A. VENDOR shall post days and hours of operation information at designated locations. Proposed changes to hours of operation must be made to the Cafeteria Task Force at the monthly meeting. A recommendation will then be taken to the College with a determination.
provided to the VENDOR within 10 business days of the original proposal received at the monthly meeting.

s. Menus will be provided to the Cafeteria Task Force members quarterly for review. VENDOR agrees to meet the Committee’s requests regarding menu content unless VENDOR can demonstrate that compliance would impose a financial hardship upon the food services operation to an extent greater than the quality demonstrated in sample menus provided during the RFP process (See Exhibit B). Menus shall be posted and distributed daily/weekly by the VENDOR.

t. VENDOR shall augment current food choices with greater hot entrée diversity than exists at the time of executing this contract. Additional selections to be determined in discussions held at the monthly Cafeteria Task Force meetings.

u. VENDOR will offer monthly outdoor theme barbeques that coincide with on campus holidays and activities.

v. VENDOR will offer health conscious selections including low-carb style sandwiches, healthy burritos, low-fat selections such as alfalfa sprouts, fresh vegetables, whole wheat breads, low fat cheese, low fat meat items and vegetarian soy items, fresh whole fruit and fresh cut seasonal fruit.

w. VENDOR shall attend and participate in monthly Cafeteria Task Force meetings.

x. VENDOR shall offer at the cafeteria fountain drinks 100% from the designated exclusive beverage VENDOR and have the right to 25% of the shelf space allocated to bottle and can Beverage Products sold in the Cafeteria.

y. VENDOR is aware of the College and DISTRICT’S position of fostering sustainable and environmentally sound practices. VENDOR shall practice sustainability with an approach of continuous improvement. The current practices shall serve to define a baseline expectation including the following:

1. Use of non-trans fat oil in all cooking
2. Use of brown rather than bleached coffee filters
3. Coffee grounds saved for composting performed by the Horticulture Department.
4. Use “green” cleaning supplies for which staff is properly trained.
5. 100% styro-foam free in all packaging and serving ware.

2.4. **Coffee Cart.** VENDOR agrees to install and operate a coffee cart:

a. Coffee cart will be at a location next to the southwest corner of the A-100 building for the duration of this Agreement.
b. Operation of this coffee cart service shall be under the direction and control of the
   DISTRICT as hereinafter set forth for the benefit of Irvine Valley College students.

c. Provide a Coffee Cart of equal or greater quality to that which is most recently located
   at the college.

d. Service includes all food/product costs as well as the cost of paper supplies, plates, cups,
   napkins, and utensils.

e. Signs, marketing and promotion. VENDOR shall add one sign to the coffee cart location
   with their logo clearly visible from 75 yards. Proposed design shall be reviewed and
   approved by the Cafeteria Task Force. VENDOR shall clearly post hours of operation at
   each location.

f. VENDOR shall operate the Coffee Cart service and provide compliance with the Health
   Department.

g. Equipment maintenance shall be the responsibility of the VENDOR. VENDOR equipment
   list is attached as Exhibit D.

h. Maintain the satellite carts and surrounding areas in proper sanitary conditions. Clean
   spills from floors and maintain them free from food and debris.

i. VENDOR agrees to sell at these locations coffee, tea, milk, and may also sell donuts, and
   pastries, fruits, sandwiches, salads, and pre-packaged snacks and food items. VENDOR
   shall not sell at this location any products in direct competition with the products of the
   designated beverage supplier.

j. No cooked meals shall be sold at the satellite cart locations

k. Any ice necessary for service is VENDOR’S responsibility.

l. Transportation between locations is VENDOR’S responsibility.

m. VENDOR agrees to develop drink incentives throughout the year at various times.

n. VENDOR shall have the exclusive rights to operate a satellite coffee cart on the Irvine
   Valley College campus.

2.5. **Food Vending.** VENDOR agrees to install and operate food vending machines:

a. Operation of this food vending service shall be under the direction and control of the
   DISTRICT as hereinafter set forth for the benefit of Irvine Valley College students.

b. Without cost to the DISTRICT provide a sufficient number of new or used automated food,
   and miscellaneous vending machines (in excellent appearance and operating condition)
   in locations approved by Irvine Valley College,

c. VENDOR shall be responsible for keeping these machines in operation 24 hours per day,
   7 days per week, with debit or credit card readers supplied as required to provide under
   normal conditions, students, faculty, and staff with sufficient amounts of food, and other
miscellaneous products of good quality, dispensed in conformity with all applicable federal, state and local laws, and health and sanitation standards, including marked expiration dates on those food items requiring expiration identification, and;

d. VENDOR shall provide a minimum of one debit/credit card per bank or location of vending machines. If this machine is determined repeatedly empty, another debit/credit card shall be provided at the bank where this situation occurs. The number of debit/credit card readers shall be determined by need.

e. VENDOR has sole responsibility for security of vending machines and for cleanliness of the machines.

f. VENDOR service vehicles are not permitted in most areas of the Campus. Routing must be pre-approved by College Facilities Director prior to first site visit. Some locations may require alternate delivery, i.e. handcarts. Any truck caught violating the approved routing will be fined $100/occasion.

g. Additional machines under same or better conditions shall be installed as may be required by DISTRICT to permit prompt and convenient serving of food and beverages. VENDOR agrees to install and maintain in operation these machines even if not all locations are profitable, as long as the number of non-profitable machines does not exceed 25% of all machines.

h. The vending machines to be installed shall remain the sole responsibility of the VENDOR who shall have the right at any reasonable time to ask for removal and/or replacement of any of the machines as mutually agreed upon in writing with the DISTRICT.

i. VENDOR’S service of the Equipment will be provided during normal college hours, and VENDOR will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of VENDOR. VENDOR shall be responsible for the repair and replacement of Equipment to the extent necessary as a result of theft and vandalism.

j. VENDOR, under the direction and inspection of the College Facilities Department, shall provide any additional electrical outlets or water supply as may be necessary to provide services.

k. VENDOR shall be responsible to provide the latest technology for food vending during the course of the contract.

l. VENDOR shall be responsible for the payment of all refunds for funds lost in food vending machines. Signs shall be installed at each and every vending machine notifying customer that refunds will be provided at the cafeteria.

m. VENDOR agrees not to sell any products in direct competition with the products of the designated beverage supplier. Drinks such as hot coffee, milk, hot cocoa, etc., shall be allowed.
n. VENDOR shall be responsible for Product quality control. The DISTRICT shall have the right to have replaced any and all Product in which a consumer may reject due to inferior Product quality or freshness. Under no circumstance will DISTRICT allow product which is passed its expiration date to be filled in Vending Machines. All expired Product will be replaced at no cost to the DISTRICT.

o. VENDOR shall provide a quarterly business report which includes at a minimum: 1) information specific to the sale of Product through the Vending Machines including: volume, total sales, and a comparison with the previous quarter, 2) results of the independent audit performed quarterly and for the period leading up to the report.

2.6. **Operational Procedures.** VENDOR agrees to the following operational procedures:

- a. VENDOR service vehicles are not permitted in most areas of the Campus. Routing must be pre-approved by College Facilities Director prior to first site visit. Some locations may require alternate delivery, i.e. handcarts. Any truck caught violating the approved routing will be fined $100/occasion.

- b. VENDOR’S service of the Equipment will be provided during normal college hours, and VENDOR will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of VENDOR. VENDOR shall be responsible for the repair and replacement of Equipment to the extent necessary as a result of theft and vandalism.

- c. VENDOR, under the direction and inspection of the College Facilities Department, shall provide any additional electrical outlets or water supply as may be necessary to provide services.

- d. VENDOR agrees not to sell any products in direct competition with the products of the designated beverage supplier. Drinks such as hot coffee, milk, hot cocoa, etc., shall be allowed.

- e. VENDOR shall be responsible for Product quality control. The DISTRICT shall have the right to have replaced any and all Product in which a consumer may reject due to inferior Product quality or freshness. Under no circumstance will DISTRICT allow product which is passed its expiration date to be sold.

- f. VENDOR shall provide an annual business report which includes at a minimum: 1) information specific to the sale of Product through the Vending Machines including: volume, total sales, and a comparison with the previous quarter, 2) results of the independent audit performed quarterly and for the period leading up to the report.

- g. Vendor will utilize auditable sales collection mechanisms. District reserves the right to conduct sales and expense audit at any time.

- h. VENDOR shall give preference to Irvine Valley College students for employment as needed. Students are available through the Irvine Valley College Office of Career
Placement and shall be employed to work as waiters, waitresses, cleaning personnel, or other help in accordance with State of California and federal labor laws.

i. VENDOR shall assume responsibility for ensuring that food service employees obtain health examinations as required by law.

j. VENDOR shall consult with the DISTRICT with regard to the appointment, service, transfer, or dismissal of all VENDOR personnel working at the college.

k. VENDOR shall provide DISTRICT a list of all VENDOR'S personnel scheduled to work at the college. All VENDOR'S personnel shall be subject to DISTRICT and Irvine Valley College regulations regarding personal behavior and use of Facilities, and shall be subject to exclusion from the Facilities if requested in writing by the DISTRICT for violations thereof. DISTRICT reserves the right to exclude any of VENDOR'S personnel with or without reason from the Facilities providing that such request does not violate any applicable federal, state, or local employment laws, and is administered in accordance with VENDOR’S personnel policies.

l. Upon request, VENDOR shall attend and participate in monthly Cafeteria Task Force meetings.

2.7. **Other.** VENDOR shall be responsible for the following items:

   a. All food costs.

   b. All labor costs, Social Security taxes, and unemployment insurance.

   c. All salaries, wages, and employee benefits payable to or on behalf of the VENDOR'S employees. All employees (including students) shall be employed by the VENDOR in his/her own name, and the VENDOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.

   d. All transportation and vehicle costs required for VENDOR'S operation.

   e. All taxes including real estate taxes, applicable and insurance costs incurred by VENDOR.

   f. To collect and remit to the State Board of Equalization all sales taxes, where required, generated by the food services program at the College. A copy of the remittance and all gross sales shall be submitted to the DISTRICT at the time of each payment and no less than quarterly. Failure to pay any taxes owed to any governmental body shall be cause for termination of this Agreement.

2.8. **No Alcohol.** VENDOR 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).

2.9. **Close out.** On termination of the Agreement, VENDOR 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 VENDOR, reasonable wear and tear expected. VENDOR and DISTRICT shall jointly conduct a closing inventory and inspection, and VENDOR
shall replace or repair all lost, damaged or destroyed DISTRICT-supplied equipment, supplies or other property.

2.10. **Minimum Specifications.** The following minimum food specifications shall be adhered to:

a. Meats USDA Choice
b. Poultry and Eggs USDA Choice
c. Milk and Dairy Products USDA Inspected
d. Fresh Fruits and Vegetables USDA Grade A
e. Canned Fruits and Veggies US Grade A Choice or Fancy
f. Frozen Foods USDA Grade A Fancy
g. Beverages National Brands
h. When reasonable, a selection of organically grown food will be offered.

2.11. **Contact Information.** VENDOR 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. VENDOR shall also provide an e-mail address for emergency notifications.

2.12. **Culinary Use.** VENDOR shall allow the Culinary Department to use the Cafeteria kitchen for special events.

a. VENDOR shall purchase prepared foods wholesale from the college’s culinary arts department to the extent the culinary arts department is able to prepare foods in accordance with vendor requirements (e.g. adherence to health code, appropriate food to support the existing menu, etc.)

2.13. **Student Opportunity.** VENDOR shall provide work-based learning opportunities for Irvine Valley College students as determined by and in agreement with the college’s instructional programs.

2.14. **Coffee Cart Agreement.** VENDOR shall maintain a separate agreement with the Coffee Cart VENDOR in order to allow compliance with the Health Department. This agreement may include storage of dairy or other perishables in the cafeteria refrigerator or may include provision of ice for use by the coffee cart vendor.

**ARTICLE 3 ADDITIONAL VENDOR SERVICES**

Additional vending machines or coffee cart locations may be placed on campus with the written and mutual Agreement of the parties. Specific locations are not guaranteed.

**ARTICLE 4 TERMS OF SERVICE**

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this Agreement, including without limitation VENDOR’S performance of the service required hereunder and DISTRICT’S payment of all sums due to VENDOR.
4.2. **Term.** The term of this Agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016. For years two (FY 2016-2017) and three (FY2017-2018), the VENDOR shall have the sole option to extend or refuse the option to this Agreement. Renewal will be automatic. Refusal of option must be provided to Irvine Valley College by January 2016 and January 2017. For years four (FY 2018-2019) and five (FY 2019-2020) either party may refuse option for renewal. Renewal will be automatic. Refusal of the option to renew must be provided from one party to the other by January 2018 and January 2019.

4.3. **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a “Requests for Qualifications and Proposals”. After five years, there is no possibility for automatic renewal. The DISTRICT will send out the “Requests for Qualifications and Proposals” to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5 INDEMNITY AND INSURANCE

5.1. **Indemnity.** To the fullest extent permitted by law, VENDOR agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:

a. Any and all claims under workers’ compensation acts and other employee benefit acts with respect to VENDOR’S employees or VENDOR’S subcontractor’s employees arising out of VENDOR’S work under this agreement; and

b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the VENDOR, the VENDOR shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the VENDOR or the DISTRICT, or any person, firm or corporation employed by the VENDOR or the DISTRICT upon or in connection with services, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.

c. The VENDOR, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the VENDOR, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof.

5.2. **General Liability.** The VENDOR shall provide, at its sole expense, general liability insurance including operations, contractual, products, and protective liability subject to the following limits:
a. Public Liability Insurance and Products Liability Insurance with limits of $1,000,000 single person and $5,000,000 aggregate coverage; $1,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability; $1,000,000 products liability; $1,000,000 for each accident or death; $500,000 comprehensive automotive liability, injury or death of each person; $100,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage. VENDOR shall furnish a Certificate of Insurance naming the South Orange County Community College District, the Board of Trustees, Irvine Valley College, the Associated Students of Irvine Valley College and all of their respective officers, agents, employees, and volunteers as certificate holders.

VENDOR shall furnish a separate additional insured endorsement naming all the above-mentioned persons and institutions as additional insured.

5.3. **Worker’s Compensation.** Worker’s Compensation Insurance covering all VENDOR’S employees connected with the performance of food service and food vending machine operations.

5.4. **Additional Insureds.** These policies shall name the DISTRICT and its Board of Trustees, officers, employees and agents as an additional insured to the extent indemnified and shall provide an endorsement stating the necessity of 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 with 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 for all premium payments made thereon.

5.5. **Property.** DISTRICT shall keep its buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion or other cause normally covered by standard broad form property insurance policies.

5.6. **Verification.** Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverage’s.

5.7. **Cancellation.** VENDOR must provide the DISTRICT with a 30 day cancellation notice in the event that VENDOR’S insurance policy is cancelled before the expiration date of the term.

**ARTICLE 6 CONSIDERATION**

6.1. **Food Services.** The VENDOR agrees to operate all cash sales on a straight profit and loss system, returning to the DISTRICT the greater of:

a. A minimum annual commission of $XXX, OR,

b. XX% commission on net sales (gross sales after sales tax) whichever is greater.
6.2. **Payment Calculations.** VENDOR shall submit a sales analysis report indicating monthly and year-to-date information to Irvine Valley College and the Cafeteria Task Force. Amount of monthly payments shall be calculated using the above figures as follows:

a. Minimum year-to-date guaranteed commission:
   1. \( \frac{1}{12} \times (\$ \text{guaranteed}) \times \text{# of Months} = \$xx.xx \)

b. Percentage Commission:
   1. (Agreed Percentage) of year-to-date gross sales less sales tax = \$xx.xx

c. Year-to-date payment:
   1. Enter greater of item a. or b. above = \$xx.xx

d. Less Previous payments:
   1. From line three of previous month = \$xx.xx

e. Amount due:
   1. Less line d. from c. above = \$xx.xx

6.4. **Due Date.** Commission payments are due monthly within twenty (20) days after the close of each calendar month.

6.5. **Building Closure.** In the event of a building closure (opening), commissions may be renegotiated after a 30 day period during which the impact is under evaluation by the VENDOR. If warranted, VENDOR will provide proposal for modification to the Cafeteria Task Force. A recommendation will be made to the College with a determination provided to the VENDOR within ten (10) days after the original presentation to the committee.

6.6. **Promotional Items.**

   a. VENDOR shall provide \( xx \text{ Dollars ($xx)} \) of catering credit each year to be used at the discretion of the office of the Irvine Valley College President.

   b. VENDOR shall provide \( xx \text{ Dollars ($xx)} \) of upfront catering credit to be used at the discretion of ASIVC. If requested by ASIVC, caterer will collaborate with ASIVC to provide a subsidized catering menu for ASIVC events to utilize this catering credit. The college anticipates this catering credit will be used to provide a hot breakfast or lunch for approximately 300 guests two times a year. Menu will be mutually agreed upon with adequate banquets setting, including linens, flowers, plastic flatware, etc.
c. VENDOR shall provide the College two 65” Television in the cafeteria seating areas. The Television shall be purchased by the VENDOR and remain the property of the VENDOR. VENDOR shall be responsible for all maintenance. Signal fee will be provided by the College. The programming decision making process will be agreed upon between the College and the VENDOR.

d. VENDOR shall provide a xx Dollars ($xx) catering credit annually to ASIVC to be used at their discretion.

e. VENDOR agrees to the following percentage price discounts for current ASB cardholders at ten percent (10%) daily.

f. Staff and Faculty will be provided with discounted rates for coffee and tea and 20% discounts every Friday off food purchases through the cafeteria.

6.7. **Prices.**

a. 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 college facilities. Furthermore, VENDOR 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.

b. Changes in the food services menu as requested by VENDOR or recommended by DISTRICT may be implemented at any time upon review by Cafeteria Task Force and if mutually agreed by both parties in writing.

c. Prices may be renegotiated once a year provided the VENDOR can prove to the satisfaction of the DISTRICT that costs have increased by that percentage or more during the preceding period. New prices and the date for implementation will be reviewed by the VENDOR with the Cafeteria Task Force and the College and mutually agreed upon. VENDOR will submit its request for price changes providing sufficient time for the Cafeteria Task Force to review the request before applying the proposed increase. If satisfactory negotiations cannot be consummated, the VENDOR or DISTRICT may terminate this Agreement upon ninety (90) days’ written notice to the other party.

6.8. **Liquidated Damages.** If the cafeteria is not open for business in accordance with this Agreement, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, the VENDOR agrees to pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of two hundred dollars ($200) for each business day of delay until the cafeteria is open for business. This amount shall be in addition to any payments due to or to become due to DISTRICT.
The VENDOR assumes complete liability for all taxes applicable to the operations, income and transactions of the VENDOR. The DISTRICT shall not be liable and will not make reimbursement to the VENDOR for any tax imposed either directly or indirectly upon the VENDOR by any authority by reason of this Agreement or otherwise.

ARTICLE 8  BREACH OF CONTRACT AND TERMINATION

8.1. **Termination for Convenience.** DISTRICT may, after the completion of year three of the Agreement, may, with or without reason, terminate this Agreement. Written notice by DISTRICT shall be provided by the last day in January for the intent to terminate at fiscal year-end (June 30th). Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the VENDOR or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause.** DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the VENDOR; or (b) any act by VENDOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) VENDOR is adjudged a bankrupt, VENDOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of VENDOR’S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate unless other terms are provided in the Notice of intent to terminate for cause. In the event of such termination, the DISTRICT may secure the required services from another VENDOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party.** This Agreement may be terminated without cause by the DISTRICT upon notice to the VENDOR after the first three years of this Agreement are complete. This Agreement may be terminated by either party with written notice in January for the intent to terminate at fiscal year-end (June 30th) if intent to terminate should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

ARTICLE 9  DISPUTES, MEDIATION AND ARBITRATION

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, VENDOR agrees to continue to diligently perform and provide services hereunder until completion of the work.
9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

9.3. **Legal Expenses.** The DISTRICT and VENDOR agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

### ARTICLE 10 DISTRICT’S RESPONSIBILITIES

10.1. **District Provided Information.** The DISTRICT shall provide to the VENDOR information regarding requirements for the Services, including information regarding the current equipment locations and potential future equipment locations. DISTRICT shall provide an academic calendar for the guidance of the VENDOR prior to the beginning of each fiscal year (July 1). DISTRICT and VENDOR shall thereafter determine the regular days of operation for each year.

10.2. **Facilities.** DISTRICT shall make available to the VENDOR, for the duration of this Agreement, the existing food services facilities at Irvine Valley College. These facilities shall be and remain the sole property of the DISTRICT. The DISTRICT, College, and Associated Students of Irvine Valley College shall have the right to use bulletin boards and distribute materials inside the food service facilities at any time in accordance with procedures and limitations established by the DISTRICT and College.

10.3. **Parking.** Parking at Irvine Valley College by the VENDOR’S employees shall be subject to the same regulations and parking fees as apply to all college vendors.

10.4. **Maintenance.** DISTRICT shall furnish the services of maintenance staff when available as required for the proper maintenance and repair of facilities and utilities (including plumbing and wiring).

10.5. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the Agreement. VENDOR shall accept directives only from DISTRICT’S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify VENDOR in writing if, at its sole option, it makes a change in the DISTRICT Representative. Unless modified by written notice by the DISTRICT to the VENDOR, the DISTRICT Representative is:

   **Name, Title**

10.6. **District Costs.** DISTRICT shall be responsible for and assume the costs of the following:

   a. All utilities required for the operation of the food services.
   b. Provide building space only for the VENDOR to use and maintain.
   c. Provide maintenance of outside areas except the areas noted within this Agreement as being the responsibility of the VENDOR.
   d. DISTRICT shall provide VENDOR office space in the cafeteria. The office shall be for the use of the VENDOR during the term of this Agreement.
e. DISTRICT shall provide all necessary keys to insure that VENDOR’S supervisory personnel shall have access to facilities at all times.

f. DISTRICT shall make available all furniture, fixtures and equipment currently owned by DISTRICT for the provision of food services, as shown in EXHIBIT B.

g. DISTRICT will provide all building replacement lamps required. This does not include equipment lamp replacement.

h. When equipment owned by the DISTRICT is no longer functional, College and VENDOR will negotiate alternatives. Prior to any/all replacement, VENDOR 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 VENDOR shall be taken under advisement.

i. The DISTRICT’S single point of contact for all communication and contract negotiations will be College Grants and Contracts Manager.

10.7. **Authorized VENDOR.** VENDOR will be given first priority for food services for all Associated Students of Irvine Valley College or College-sponsored functions such as banquets, parties, conferences or other special events. VENDOR agrees to provide such services if requested by the Associated Students of Irvine Valley College or College and also agrees that the Associated Students of Irvine Valley College or College have the right to obtain catering services from other VENDORS if they determine that the VENDOR cannot provide the variety and quality of services required at reasonable and 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. Pre-packaged foods sponsored by the Fines Art Department.
4. Mobile food trucks at construction sites.
5. **Mobile food trucks will be allowed once a month within campus and approved by DISTRICT or college administration.** [NOTE: This clause may be dropped if the vendor is able to provide catering for special events such as movie night on the quad, career fairs, etc.]

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 machines.
10.8. **Substitute Performance.** In the event that VENDOR fails, refuses, or neglects to commence and complete promptly and adequately its maintenance obligations or any other necessary repairs of the Facilities or equipment that are its responsibility, the DISTRICT may, but shall not be required to, make or complete such maintenance or repairs and VENDOR shall reimburse DISTRICT for all costs and expenses thereby incurred within thirty (30) calendar days after receipt of an invoice from the DISTRICT. If reasonably possible under the circumstances, the DISTRICT shall give VENDOR written notice prior to commencement of any substitute performance. Any failure by DISTRICT to give such notice, however, shall not prejudice the DISTRICT’S rights hereunder or alter VENDOR’S obligations hereunder.

10.9. **Evaluation of Service.** The DISTRICT shall have a Cafeteria Task Force committee to appraise and evaluate the operations of the VENDOR.

a. The DISTRICT reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service facilities with respect to the quantity and quality of food sold and served, the methods of service, the prices of a la carte selections, the hours of meal service, and the safety, sanitation, and maintenance of all Facilities.

b. If the committee determines that the cafeteria operation does not meet the requirements of this Agreement, it will notify the VENDOR in writing of the complaint, the facts involved, and the solution sought. If the VENDOR fails to satisfy the complaint within ten (10) days, the DISTRICT shall have the right to terminate the Agreement in accordance with this Agreement.

**ARTICLE 11  MISCELLANEOUS**

11.1. **Affirmative Action.** VENDOR agrees that VENDOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof.

a. 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, VENDOR’S business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

b. It is expressly understood that the VENDOR 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 of food service areas. All licenses and permits shall be obtained, displayed, and paid for by the VENDOR.

11.3. **Health and Safety Regulations**
a. The VENDOR 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.

b. 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 Section XXII, Paragraph B of this Agreement.

c. VENDOR 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.

11.4. **VENDOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the VENDOR, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, VENDOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of 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 that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.6. **Advertisement.** In no instance shall the DISTRICT name be used by the VENDOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

a. VENDOR is responsible for any associated advertising costs. Advertising is at the discretion of the VENDOR subject to approval by the DISTRICT which shall not be unreasonably withheld.

11.7. **Employment with Public Agency.** VENDOR, if an employee of another public agency, agrees that VENDOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

11.8. **Governing Law.** This Agreement shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
11.9. **Independent Contractor.** VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/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 and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. VENDOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective VENDOR’S employees.

11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of VENDOR and DISTRICT hereunder.

11.11. **Non-Assignment.** The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. The obligations of the VENDOR pursuant to this Agreement shall not be assigned by the VENDOR. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or VENDOR. The sale or transfer of a majority membership interest in VENDOR firm or the admission of new member to the VENDOR firm which causes there to be a change in majority ownership and / or control of VENDOR firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

11.12. **Permits/Licenses.** VENDOR and all VENDOR’S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

11.13. **Notifications.** All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.14. **Communications.** Communications between the parties shall be sent to the following addresses:

**DISTRICT**

- Project Manager
- South Orange County
- Community College District

**VENDOR**

- Principal Contact
- Company Name.
11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.

11.16. **Entire Agreement / Amendment.** This Agreement and any exhibits attached hereto represent the entire Agreement between the DISTRICT and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the VENDOR.

11.17. **Binding Agreement.** The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement.

This Agreement entered into as of the day and year first written above.

DISTRICT
South Orange County Community College District

VENDOR
Name

__________________________
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

__________________________
(Date)

__________________________
(Date)

__________________________
(Taxpayer number)

Exhibit A Hours of Operation
Exhibit B Existing Equipment List
Exhibit A

Hours of Operation

When classes are in session:

- Monday-Thursday: 7:00 am – 9:00 pm
- Friday: 7:00 am – 2:00 pm
- Saturday: 10:00 am – 2:00 pm

When classes are not in session:

- Monday – Thursday: 7:30 am – 1:30 pm
- Friday: 7:30 am – Noon

The facility will be closed when the campus is closed.

VENDOR will be available for catering College and District events at any time on any day of the week.
Exhibit B
Existing Equipment List

College Owned

- Three stainless steel tables located in kitchen
- Two beige tables located in the server
- Pretzel Warmer
- Two snack racks
- Soup server
- Bev Air glass one door cooler
- Numerous steam table pans
- Numerous big pots and pans
- Knife holder
- Numerous small wares
- Menu signs
- Cafeteria trays
- Two cup dispensers
- Four Carts
- Lays Chips racks
- Stoves
- Walk in Refrigerator
- Freezer
- Stainless Steel Sink(s)
- Prep stations
- Tables/Chairs
- Ice Machine
- Moveable Ice/drink containers (green -3)

S&B Owned

- Other small wares
- All big pots & pans
- Outside Refrigerator
- Inside Refrigerator
- Coffee/ drink machines – vendors
- Menu signs
- Food Vending machines
- Coffee Cart
## Food Service, Food Vending, Coffee Cart Services RFQ&P - Qualification Matrix

**Firm**

**Name**

**Location (City/State)**

**Location**

NOTE: Firm to validated quantities listed on this sheet with supporting documentation in appropriate proposal tab sections.

<table>
<thead>
<tr>
<th>TAB</th>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Letter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Page - Professional/Format/Signed</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Correct &amp; Professional</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Executive Summary</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Page Maximum (plus Exhibit E) - Professional - coherent - relevant - concise</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIMPLE!</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Years in business (minimum 3)</td>
<td></td>
</tr>
<tr>
<td>4a</td>
<td>Identify Locations by Name below and years of service under type</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other K-12 Community College</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Example: XYZ School District</td>
<td>7</td>
</tr>
<tr>
<td>4c</td>
<td>Financial Standing-not evaluated with Proposals, keep sealed</td>
<td></td>
</tr>
<tr>
<td>4d</td>
<td>Legally certified to conduct business in California</td>
<td></td>
</tr>
<tr>
<td>4e</td>
<td>Location(s) to execute work for SOCCCD</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Personnel</td>
<td></td>
</tr>
<tr>
<td>5a</td>
<td>Number of staff with greater than 3 yrs experience</td>
<td></td>
</tr>
<tr>
<td>5b</td>
<td>Services performed by others</td>
<td></td>
</tr>
<tr>
<td>5c</td>
<td>Subcontracted services i.e. food vending, coffee cart</td>
<td></td>
</tr>
<tr>
<td>5d</td>
<td>Demonstration of Personnel Requirements</td>
<td></td>
</tr>
<tr>
<td>5e</td>
<td>Resume</td>
<td></td>
</tr>
<tr>
<td>5f</td>
<td>Statement that all participants will meet or exceed min. state qualifications.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Scope of Work / Scope of Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demonstrated understanding of desired services Enhancements?</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Services - Philosophy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Pages Maximum - Services Provided - Firm Philosophy - Process</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Additional Data About Company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Improvements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>List equipment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sustainability</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Marketing/ Promotions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Promotions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Constraints</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Client References/Recommendations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Number of References with phone numbers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Number of Written Recommendations from past clients and/or testimonials</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Agreement Review</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Review and comments attached</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Certification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signed &amp; correct # of addenda noted</td>
<td></td>
</tr>
</tbody>
</table>

Total: