ACKNOWLEDGEMENT OF RECEIPT

Request for Proposals (RFP) No. 2017-02, CAMPUS FOOD SERVICE (LEASE)

Coconino County Community College District (CCCCD)

Please provide the requested information below as acknowledgment that you have received our Request for Proposal (RFP) noted above and wish to participate in this RFP process. It is strongly recommended that interested proposers complete this acknowledgment and return via Fax to CCCCD Purchasing at (928) 226-4105, or scan and send by e-mail to mary.talentinow@coconino.edu.

Only firms returning this completed acknowledgment form will receive addenda to this Proposal.

Acknowledgment of any and all addenda issued corresponding to this RFP is required as part of the proposal submittal. Lack of addenda acknowledgment may disqualify your proposal.

Name of Firm: __________________________________________________________

Name / Title of Contact: ________________________________________________

Address: ______________________________________________________________

Tel #: (___) ___________ Fax #: (___) ______________________________________

E-Mail: ________________________________________________________________

Name (Print): ____________________ Title: _________________________________

Signature: ______________________ Date: _________________________________
COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL (RFP) NO. 2017-02

CAMPUS FOOD SERVICE (LEASE)

Date of Issue: June 15, 2016

Proposals Due: July 14, 2016 (2:00 p.m. MST)
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   EXHIBIT B - COCONINO COMMUNITY COLLEGE ACADEMIC CALENDAR 2016-17
MISSION STATEMENT: Coconino Community College District’s mission is to promote student success through comprehensive learning opportunities for its community. The college provides access to educational opportunities for a diverse student population and promotes cultural, intellectual, physical and social development, and workforce training skills.

1. INTRODUCTION - COCONINO COUNTY COMMUNITY COLLEGE
A. Demographics
Coconino County Community College District (CCCCD), referred henceforth as the College District (or College District), is a comprehensive, multi-campus, public two-year college serving residents across 18,000 square miles in Coconino County, located in Northern Arizona. Founded in 1991, the College currently serves more than 7,500 students per year with two campuses in Flagstaff, one campus in Page, and other instructional sites located in Fredonia, Grand Canyon, Tuba City, and Williams.

B. Opportunity
Coconino Community College District (CCCD) is soliciting Proposals from companies that specialize in food service operations to provide on-site food services, as well as catering services, for its South Lone Tree Road, Flagstaff, Arizona Campus. The contract will be in the form of a lease, with a fixed rent being paid monthly to the College District by the service provider. Catering services may be requested from the awarded Contractor, on an as-needed basis for various Campus department or group events. The Contractor will be given the opportunity to provide a quote for the catered event but is under no obligation to do so. The College District may or may not choose to accept the Contractor’s catering quote if one is provided.

2. PURPOSE
The College District is requesting Proposals and statements of qualifications from qualified companies, pursuant to A.R.S. § 41-2534, “Competitive Sealed Proposals,” for review and consideration to provide food services operations to the Lone Tree Rd. Campus. The scope of services is outlined in the Appendix A, Specifications Section. The specifications contained within this document are intended only to provide proposers with sufficient information to prepare acceptable responses to the RFP.

3. QUESTIONS AND/OR REQUESTS FOR CLARIFICATIONS
Questions and/or request for clarification of this RFP contents or instructions must be submitted by e-mail to mary.talentinow@coconino.edu no later than July 7, 2016, by 2:00 p.m. (Mountain Standard Time). Any such submittals will be reviewed and a response prepared in the form of an Addendum and distributed to all firms who have submitted a completed Acknowledgement of Receipt form. Receipt of any/all addenda issued concerning this RFP must be acknowledged on the Offer Sheet included in this RFP.

4. RFB/RFP SCHEDULE OF EVENTS
The following is a tentative schedule of events relative to this contract. All times shown are local time in Flagstaff, Arizona (Mountain Standard Time).

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued/Published</td>
<td>6/15/16</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>6/30/16 at 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline for Submittal of Questions/Requests and/or Requests for Clarifications</td>
<td>7/07/16 at 2:00 p.m.</td>
</tr>
<tr>
<td>Proposals Due; Public Opening</td>
<td>7/14/16 at 2:00 p.m.</td>
</tr>
<tr>
<td>Request Best &amp; Final Offers (optional)</td>
<td>7/21/16</td>
</tr>
<tr>
<td>Anticipated Contract Award</td>
<td>7/28/16</td>
</tr>
<tr>
<td>Contracted Services Begin</td>
<td>8/18/16</td>
</tr>
</tbody>
</table>

The above schedule of events is tentative and subject to change.

5. PRE-PROPOSAL CONFERENCE
A pre-proposal conference is scheduled for June 30, 2016, at 10:00 AM at the Lone Tree Rd. Campus. Attendance at this conference is not mandatory, but is highly recommended. The purpose of this conference is to clarify the contents of this request for proposal in order to prevent any misunderstanding of the College District’s position. A tour of the food service area will also be conducted. Any doubt as to the requirements of this request for proposal or any apparent omission or discrepancy should be presented to the College District at this conference. The College District will then determine the appropriate action necessary, if any, and issue a written addendum to the RFP. This addendum will be distributed to all firms who have submitted a completed Acknowledgement of Receipt form.
6. **PROPOSAL SUBMISSION GUIDELINES**

Responsive proposals must include the following information. Missing forms or otherwise incomplete proposals may be rejected as non-responsive.

**NOTE:** The College District recently conducted a survey wherein it asked students, staff, and faculty at the Lone Tree Campus to provide their food service preferences. Results of this survey are included as Exhibit A to this RFP. Proposers are strongly encouraged to review these survey results and to be creative in proposing food service solutions that will meet the needs of customers at the South Lone Tree Road Campus.

A. **Company History, Qualifications**
- Offerors shall provide a brief (one to two pages) summary of the company’s background, history and qualifications. A list of company owners and/or local operators that will be involved with the management or supervision of the project is required. Please provide a summary of the experience and qualifications for key personnel.
- Describe your firm’s past experience and qualifications in operating this particular type of business in a similar environment.
- Any additional information not specifically listed above which demonstrates the ability of the Proposer to perform the scope of work specified in this RFP.

B. **Description of Services Being Proposed**
- Please provide your proposed menu with initial pricing for all offered items (please include any pre-packaged or “grab and go” items, as well as food items made to order, and beverages offered).
- Describe any variations to the menu or rotations offered to provide a variety of food items.
- Days and hours of operation (note minimum hours in Appendix A of this RFP).
- Please state your firm’s requirements for initial set-up at the Campus (e.g., how much time will you need for start-up; any specific accommodations you will need from the College to become operational, access outside of normal Campus hours, etc.).

C. **Rent Proposed & Credit Card Payment Options**
- Rent proposed – minimum rent is $500/month (see Offer Sheet – complete and return with proposal).
- Credit / debit card services offered (see Offer Sheet – complete and return with proposal).

D. **Non-Discrimination Compliance**
A statement that the firm does not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75.5, and that it complies with all other applicable State and Federal Laws, Rules, Regulations and Executive Orders.

E. **Signatures**
All documentation requiring signatures relative to this RFP may only be signed by the company’s owner or other authorized representative.

F. **Submittal Criteria**
Interested companies shall provide in a **sealed** envelope, package or other container, seven (7) hard copies, and one electronic copy (on flash or zip drive, CD or other portable electronic medium), which shall be submitted no later than 2:00 p.m., MST, July 14, 2016:

Mary Talentinow, Director of Purchasing and Auxiliary Services
Coconino Community College
2800 S. Lone Tree Rd.
Flagstaff, AZ  86005

Acceptable electronic formats are .doc, .docx, .xls, .xlsx, and .pdf. Proposals must be clearly identified with the RFP name and number, proposer’s company name, mailing address, and phone number.

G. **Public Opening**
In accordance with ARS 41-2534, proposals submitted by the due date and time shall be publicly opened, and the name of each proposer announced and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall be open for public inspection following contract award.

**FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED!!!!!**
H. **Right to Reject**
The College District may, at its discretion, reject any or all Proposals submitted in response to this Request for Proposals. Failure to return the Proposal documents as instructed may constitute a non-responsive proposal and could be cause for rejection. All Proposals must be completed in ink or typewritten, and contract award page must be signed and returned, along with the necessary Proposal documents, by the date and time cited above.

I. **Contractor’s Cost of Proposal Preparation**
Costs incurred in preparation of the submittal, or incurred in any manner in response to this document are the responsibility of the proposer and will NOT be paid or reimbursed by the College District.

J. **Proposal Changes**
Erasures, interlineations or other modifications in the Proposal shall be initialed by the person signing the firm’s offer.

K. **Proposer’s Responsibility to Clarify Content**
It is the responsibility of all proposers to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

L. **Proposal Non-commitment**
This RFP does not constitute a commitment by the College District to award a contract. The College District reserves the right to waive any formalities or irregularities and to reject any or all Proposals and/or cancel the Request for Proposals. The selection of the top company shall be based on merit and qualifications. The award shall be made on the Proposal that serves the best interest of the College District and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

7. **COCONINO COMMUNITY COLLEGE CONTACT**

Please direct all contract, Proposal or technical questions to Mary Talentinow, Director of Purchasing and Auxiliary Services, by telephone at (928) 226-4283 or by e-mail to mary.talentinow@coconino.edu.

8. **SELECTION CRITERIA AND PROJECT INITIATION**

Once proposals are received, opened, evaluated, and scored against the criteria detailed in this RFP, the College shall identify a competitive range of proposers who appear to be qualified and experienced to provide the specified service and/or products requested and can meet the described specifications identified in Appendix A. The College may wish to obtain Best and Final Offers (BAFO’s) from the proposers in this competitive range to negotiate pricing, terms and conditions. Pricing shall not be the only determining factor for selection. Once negotiations are finalized, the Contractor offering the most advantageous proposal to the College will be identified and Contractors will be notified of the College’s intent to award a contract. A contract shall be issued to the selected Contractor for signature, then signed by the College President, and copies distributed.

9. **GENERAL CONTRACTUAL CONDITIONS**

A. **Required Provisions Deemed Inserted**
Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

B. **Conflicts in the Contract**
In the event two (2) points of the contract conflict, the College District shall have sole discretion as to which point shall control.

C. **Assignment of Contract**
No assignment by Contractor of any funds to be received under the contract will be recognized unless such assignment has had the prior written approval of the College District, the surety has been given due notice of such assignment and such surety also has furnished written consent. In addition to the usual recitals in assignment contracts, the following language must be set forth: “It is agreed that the funds to be paid to the
assignee under the assignment are subject to performance by the Contractor of the contract and to claims or liens for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials”.

D. Indemnity (including Patents, Copyrights, and Royalties)
Contractor agrees to defend, indemnify, and hold harmless the College District, its officers, employees, agents, and contractors from and against any and all claims, demands, losses, damaged, costs, and expenses, including attorney's fees, arising out of the project contemplated by this contract. Contractor will indemnify College District in cases of strict liability and regardless of any conduct, negligence or fault alleged against College District, it being the intention of the parties that College District be completely indemnified.

The Contractor agrees that it will pay all royalties and license fees and shall indemnify and hold harmless the College District, its agents and employees against any claims, damages, judgments, or expenses resulting from a claim that any equipment or other material provided by the contractor under its Proposal and the contract documents infringes a copyright, patent, trademark or other proprietary right, or constitutes misuse of a trade secret or confidential information, and will defend, at its own expense, any suit or proceeding brought against the College District or its agents alleging such infringement or misuse. The College District shall promptly notify the Contractor of any claim and shall cooperate with Contractor in the defense of any such claim. The defense will be under the sole control of the Contractor.

E. Unauthorized Obligations; Effect; Liability
Per Arizona Revised Statute § 35-154: “No person shall incur order or vote for the insurance of any obligation against the state or for any expenditure not authorized by an appropriation and an allotment. Any obligation incurred in contravention of this chapter shall not be binding upon the state and shall be null and void and incapable of ratification by any executive authority to give effect thereto against the state.

Every person incurring or ordering or voting for the incurrence of such obligations, and his bondsman, shall be jointly and severally liable therefor. Every payment made in violation of the provisions of this chapter shall be deemed illegal, and every official authorizing or approving such payment, or taking part therein, and every person receiving such payment, or any part thereof, shall be jointly and severally liable to the state for the full amount so paid or received.”

F. Liability to Third Parties
The Contractor shall indemnify and hold harmless the College District, its agents and employees from and against all claims, damages, losses and expenses (including attorneys’ fees) arising out of the Contractor's negligent acts or omissions, theft, vandalism, fire, floods, other natural occurrences.

G. Offer and Acceptance Period
Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

H. Term of the Contract
The term of the resultant contract shall commence upon award and shall remain in effect for no more than five (5) continuous years, based on one-year renewable options. The contract shall be considered automatically renewed annually, on the anniversary date of contract commencement, without the need for additional confirmation. In the event the agreement will not be extended or renewed, the College shall provide the Contractor with not less than thirty (30) days written notice.

I. Contract Termination for Convenience
The College may, by written notice to the Contractor, terminate all or any part of this contract for the College District’s convenience with thirty (30) days written notice. In the event Contractor is terminated, Contractor’s entitlement shall be based on non-recurring costs not recovered, finished goods not yet delivered, work in process, and materials and inventories not usable on other projects, and shall be received by the College District within 30 days of the effective date of termination. The College District shall have the option to verify supporting detail and records of such Proposals and negotiate an equitable adjustment. No amount for anticipated profit on work not performed will be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the unterminated portion of this Contract exceed the contract’s total price. Any termination shall not affect either party’s obligations as to any unterminated portions of the Contract. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take such other action as may be necessary or as College District shall direct to minimize the cost of termination to the Contractor. In addition, Contractor shall take such actions as may be necessary or as College District may direct for the transfer, protection, or preservation of property and other rights that become College District’s as a result of termination. Contractor shall promptly refund
College District any payments in excess of the sum of payments due for (1) accepted goods, (b) the unterminated portion of the contract, and (c) termination charges hereunder.

J. **Licenses**
The selected company shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

K. **Acceptance / Definitions**
Any purchase order or contract issued as a result of this RFQ/RFB/RFP expressly limits acceptance to the terms and conditions stated herein, the specifications hereto, and any additional terms and conditions incorporated into and attached hereto, and supersedes all preprinted or other terms and conditions of any purchase order or acknowledgment submitted by Contractor concurrently with or pursuant to the purchase order/contract. Any additional or different terms proposed by the Contractor are rejected unless specifically accepted in writing by College District.

Any purchase order or contract issued as a result of this RFB/RFP/RFQ becomes a binding contract subject to the terms and conditions set forth and incorporated herein when accepted by acknowledgment or by Contractor’s performance.

The purchase order or contract constitutes the complete and final agreement of the parties and supersedes all prior or contemporaneous agreements, discussions, or representation not otherwise expressly stated herein. No other terms and conditions or modifications and changes to the purchase order shall be binding upon College District unless agreed to in writing by College District.

“College District” means the entity issuing purchase orders/contracts for goods or services, in this case, Coconino Community College District.

“Contractor” means the person, firm, or corporation, from which the College District is purchasing goods or services, or some combination thereof.

L. **Delivery – Time is of the Essence**
Deliveries are to be made in quantities and at times specified herein. If Contractor’s deliveries shall fail to meet schedule, College District, without limiting its other rights or remedies, may direct expedited routing, and any excess costs incurred thereby shall be debited to Contractor’s account.

College District may, in accordance with paragraph 8.E, “Cancellation for Default,” terminate all or part of this Order in the event Contractor fails to deliver Goods as required herein.

College District shall not be liable to Contractor’s commitments or production arrangements in excess of the amount or in advance of the time necessary to meet College District’s delivery schedule.

Delivery in accordance with specifications does not constitute acceptance by College District under this order. Risk of loss of goods shall be Contractor’s prior to passage of title and College District’s after passage of title.

M. **Inspection**
College District shall have the right to inspect and test, or witness testing of, Goods at any time prior to shipment, and within a reasonable time after arrival at the ultimate destination. Goods shall not be deemed acceptable until after final inspection.

The making or failure to make any inspection of or payment for or acceptance of Goods shall in no way impair College District’s right to reject nonconforming Goods, or to avail itself of any other remedies to which College District may be entitled, notwithstanding College District’s knowledge of the nonconformity, its substantiality, or the ease of the discovery.

N. **Invoice Payment**
College District shall pay Contractor’s invoices for all charges incurred which are at the agreed rate set forth within thirty (30) days after receipt of the invoice. The minimum pay period to be invoiced is every two (2) weeks, unless specifically excluded. All invoices must be accompanied by supporting documentation.

O. **Shipping Terms**
Shipping Terms are F.O.B. Destination, Freight Prepaid and Allowed, Inside Delivery.
P. **Warranty**

Contractor shall provide all Goods and perform all Services hereunder to the satisfaction of the College District during the term of any purchase order or contract resulting from this RFQ/RFB/RFP.

Contractor warrants that its performance of the services and goods provided by Contractor under any purchase order or contract resulting from this RFQ/RFB/RFP shall comply with all applicable laws, standards, and regulations, whether governmental or industrial, in effect on the date of delivery or known in the industry to become effective after such date.

The Contractor warrants to the College District that all materials and equipment furnished under any purchase order or contract resulting from this RFQ/RFB/RFP will be new unless otherwise specified, free from defects in material and workmanship (including damage due to unsatisfactory packaging by Contractor), and shall be in compliance with College District's specifications, drawings, and samples. All goods furnished hereunder shall be merchantable, suitable for their intended use, and to the extent such Goods are not manufactured pursuant to detailed designs furnished by College District, free from defects in design.

All services shall be performed in a professional and workmanlike manner consistent with best industry practices and in accordance with the RFQ/RFB/RFP attached and made part of hereof.

All Services not conforming to these requirements, including substitutions not properly approved and authorized by the College District, may be considered defective and not in accordance with the specifications contained herein. If required by the College District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided under any purchase order or contract issued as a result of this RFQ/RFB/RFP.

The period of this warranty shall be twelve months after delivery to College District or for such longer period as may be offered by Contractor or Contractor’s suppliers. Notice of defect except latent defect or one concealed by Fraud may be given to Contractor at any time within the warranty period, and Contractor shall, at College District’s option, promptly repair or replace defective goods at its own expense.

The warranties of Contractor and remedies of College District shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to College District, its successors, assigns, customers, and users of its products.

Contractor represents and warrants to the College District that in performing services, the Contractor will not be in breach of any agreement with a third party.

Q. **Ownership of Property**

Unless otherwise agreed in writing, any tangible property including, but not limited to, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, and all other equipment or material furnished to Contractor by College District, or developed in performance of College District’s purchase order, are the property of the College District.

Contractor shall not substitute any property for College District’s property except in filling College District’s purchase order or as otherwise directed by College District. Such property while in the Contractor’s care, custody, or control shall be maintained in good condition at Contractor’s expense and risk and shall be kept insured by Contractor at Contractor’s expense in an amount equal to the replacement cost with loss payable to the College District.

R. **Insurance**

The selected company will be required to secure and maintain throughout the term of this agreement, the following list of insurance coverage:

1) **Comprehensive General Liability Insurance** with coverage of at least $1,000,000 per occurrence. Equipment hired, leased and owned shall be covered. Coconino Community College and Coconino Community College Foundation agents, representatives and employees are to be named as additional insured.

2) **Worker’s Compensation Insurance** with coverage as required by the State of Arizona of Workers Compensation Statutes.

3) **Comprehensive Automobile Liability Insurance** including schedules, hired, owned and non-owned autos of $1,000,000 combined single limit listing. Coconino Community College
10. **OTHER CONTRACTUAL ISSUES** –

A. **Procedure**
   Either party may issue requests for changes in the contract. Such request shall be in writing and if accepted in writing by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change. When, in the judgment of the College District, a need for immediate action exists, the Contractor may be directed to proceed on a time and materials basis with the proposed change. However, such action must be followed up and documented in writing.

B. **Specification Clarifications**
   If the Contractor believes that any clarification in fact constitutes a change to the contract, they shall so notify the College District in writing, identifying all associated changes to the contract.

C. **Justification of Errors**
   No pleas as to acts, orders or supervision of the College District (or any other person) shall be admitted in justification of any errors or departure from terms of the contract unless specifically permitted in writing.

D. **Right Under Breach of Contract**
   In the event any provision of the contract is violated, the College District may serve notice to the Contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) calendar working days after serving such notice, such violation shall cease and satisfactory arrangements for correction be made, the College District may suspend the Contractor's right to proceed or the College District may terminate the contract.

E. **Contract Cancellation for Default**
   The College District reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The College District will issue upon not less than ten working (10) days written notice of default to the contract for acting or failing to act as in any other following:
   1) In the opinion of the College District, the Contractor does not meet the requirements of the contract;
   2) In the opinion of the College District, the Contractor fails to perform adequately the services required in the contract;
   3) In the opinion of the College District, the Contractor attempts to impose on the services which is not acceptable to the College District;
   4) The Contractor fails to complete the required work or provide the required services which is not acceptable to the College District;
   5) In the opinion of the College District; the Contractor fails to make progress in the performance of the requirements of the contract and/or gives the College District a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

   The College may resort to any single or combination of the following remedies:
   1) Cancel any contract for any of the above stated reasons;
   2) Reserve all rights or claims to damage for breach of any covenants of the contract;
   3) Perform any test or analysis on materials to confirm conformance in all respects to the specifications of the contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the Contractor;
   4) In case of default, the College District reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor. The College District may recover any actual excess costs by:
      a) Deduction from an unpaid balance;
      b) Collection against the bid and/or performance bond, or;
      c) Any combination of the aforementioned remedies or any other remedies as provided by law.

F. **Suspension**
   In exercising the College District's right to secure completion of the work under any of the provisions hereof, the College District shall have the right to exercise sole discretion as to the manner, methods and reasonableness of costs of fulfilling the contract. The rights of the College District to suspend or terminate as
G. **Dispute Resolution**
Neither Party may file an action against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired.

H. **Advertising**
No mention of the College District shall be made in any advertising or articles in any publication relating to this arrangement without the approval of the copy and written permission of the College District.

I. **Confidentiality of Records**
The contracted company shall establish and maintain procedures and controls that are acceptable to the College District for the purpose of assuring that no information contained in its records or obtained from the College District or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the College District. The contracted company also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as need for the performance of duties under the contract, unless otherwise agreed to in writing by the College District.

J. **Equal Opportunity Institution**
The College District is an affirmative action, equal opportunity organization and is committed to providing equal employment opportunity and complies with applicable federal, state, and local laws, statutes, orders and regulations prohibiting discrimination on the basis of race, color, religion, sex, age, national or ethnic origin, veteran status, or non-job related handicap.

K. **Status of Contractor as Independent Contractor**
All of Contractor’s employees furnishing services to the College District shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the College District. Vendor shall perform all services as an Independent Contractor and shall discharge all its liabilities as such. The College District will not make any tax or other withholdings from the compensation paid to Contractor. No acts performed or representations, whether oral or written, made by Contractor, with respect to third parties, shall be binding on the College District.

L. **Assignment of Agreement**
This agreement shall not be assigned to other parties without the written permission of both College District and the Contractor.

M. **Due Diligence / Force Majeure**
Performance of any purchase order or contract resulting from this RFQ/RFB/RFP by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Contractor will not be liable for failure to perform or for delay in performance under this agreement due to any cause beyond its reasonable control, including, but not limited to, an act of any governmental authority or of the customer, riot, sabotage, embargo, injunction-intervention acts, labor disputes, lockouts, fire, tornado, flood or other similar occurrences beyond the reasonable application. In the event of a failure to perform or delay in performance due to any of the foregoing causes, when the time for completion of the services will be extended by a period of the time reasonably necessary to overcome the effect of such delay. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

N. **Obligations of the College District**
The College District grants the Contractor and agrees to aid the Contractor in obtaining full access to the premises of the College District in connection with the Contractor's performance of its obligations under this agreement. Additionally, the College District agrees to provide and maintain such environmental and other specifications as identified.

O. Severability
In the event of the legal invalidity of any provision of this agreement, the parties agree that such legal invalidity shall not affect the validity of the remaining provisions of this agreement, and the Contractor and the College District agree to substitute a valid provision which closely approximates the economic effect and intent of any invalid provision.

P. Contractual Commitment
This Proposal may become the contract between the parties at the discretion of the College District. If it is decided that this Proposal is to become the contract, it may not be waived, altered or modified except by written agreement of the parties.

Q. Compliance with Non-Discrimination Laws
To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. The Contractor shall comply with the Rehabilitation Act of 2973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. subsections 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

R. Recognized Agents
No agent, employee or representative of the Contractor has any authority to bind the Contractor to any affirmation, representation or warranty, and unless such is specifically included within this agreement, it shall not be enforceable by the College District.

S. Contract Binding
The Contractor and the College District each represent that they have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party.

T. Remedies and Applicable Laws
This agreement shall be governed, and the College District and Contractor shall have all remedies afforded each, by the Uniform Commercial Code as adopted in the state of Arizona except as otherwise provided in the contract or in statues pertaining specifically to the College District. The law of the State of Arizona shall govern this contract and suits pertaining to this contract may be brought only in the courts in the state of Arizona.

U. Public Record
All Proposals submitted in response to this Request shall become the property of the College District and will become a matter of public record available for review subsequent to the award notification as provided by A.R.S. § 39-121. Further, A.R.S. § 35-214 requires that all contracts for the furnishing of goods, equipment, labor, materials or services to the state include a clause to the following effect: "All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. Such records shall be produced at such state offices as designated by the state in the contract."

V. Small, Small Disadvantaged, Minority Owned and Women Owned Businesses
The College District, being an Equal Opportunity/Affirmative Action Institution, is committed to the development of Small, Small Disadvantaged, Minority Owned and Women Owned businesses. Should subcontracting be required during the performance of this contract, the Contractor shall make every effort to ensure equal opportunity for securing the services of these type businesses.
W. **Non-Exclusivity**

Proposers should be aware that the on-campus Food/Snack/Beverage Vending Machines are currently under contract with a local service provider and turning them off during ‘Food Services’ operating hours is not an option. Cold storage beverages which compete with vended beverages shall not be permitted. The College reserves the right to consider other catering services at its discretion, on a case-by-case basis, but will make an effort to keep as much catering on-site as is practical. Proposers should also be aware that the campus has multiple employee break areas which currently have coffee machines with supplies provided by an employee-supported fund and refrigerators for employee use.

The College also contracts with an outside firm for operation of its Bookstore at the South Lone Tree Campus in Flagstaff. This bookstore does not presently offer any snack, food, or beverage items. Should the Bookstore contractor wish to offer any products of this nature, the College will consider all Campus contractors’ offerings to avoid undue competition.

X. **E- Verification of Employment Eligibility**

As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the College. The College retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the Contractor or any subcontractor or sub-contractor as specified in this paragraph.

Y. **Iran and Sudan Statement**

Pursuant to A.R.S. Section 35-393.06, Contractor hereby warrants that it does not have scrutinized business operations in Iran. Pursuant to A.R.S. Section 35-391.06, Contractor hereby warrants that is does not have scrutinized business operations in Sudan.

Z. **Conflict of Interest**

This contract may be canceled for conflict of interest by the College District in accordance with Arizona Revised Statutes Section 38-511.
Coconino County Community College District
Flagstaff Campus

CAMPUS FOOD SERVICE (LEASE)

NON-COLLUSION AFFIDAVIT FORM

COMPANY NAME: ____________________________________________

ADDRESS: ________________________________________________

____________________________________________________________________

The persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from offering a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Signed: ______________________________

Name: ______________________________

Title: ______________________________

Subscribed and sworn to before me

this _____ day of ________________, 20 __________

______________________________
Signature of Notary Public in and for the

County of __________________________

State of __________________________

My commission expires:
OFFER SHEET

TO COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

The Undersigned hereby offers and agrees to furnish the service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with A.R.S. 41-2534.

Fixed Rent

September – November and January - April (minimum $500/month) $______________/month

December and May through August rent shall be pro-rated based on # of days the Deli is open – 22 days will be considered a full month for calculation purposes. See Appendix A of this RFP for more information. The College Academic Calendar is also attached as Exhibit B to this RFP.

NOTE: The College District will require a security deposit prior to contractor use of the space. See Appendix A for details.

Credit / Debit Card Payment Options

Please indicate below what credit and/or debit card payment options your firm will offer its customers at the Campus:

Visa____ MasterCard____ Discover____ American Express____ ATM/Debit____

Your firm will be required to comply with applicable PCI DSS Industry Standards for protection against credit card fraud and identity theft. See Appendix A for additional information.

IMPORTANT: I hereby acknowledge receipt of addenda numbers (write “0” if none issued):______________

Arizona Transaction (Sales) Privilege

Tax License No.: ___________________________ Name: ___________________________

Federal Employer No.: ______________________ Phone: ___________________________

Company Name

Authorized Person Signature

Address

Printed Name

City State Zip Title

The successful Contractor shall be bound to provide services based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor’s offer as accepted by Coconino County Community College District. The contractor’s offer shall not be withdrawn for 90 days from the due date for proposals.
Coconino Community College

RFP 2017-02

“CAMPUS FOOD SERVICE LEASE”

Appendix A
Evaluation Criteria:

The award of the contract to the successful proposer will be predicated on the proposal most advantageous to Coconino Community College District, in the sole opinion of the College District. Survey input from students, staff, and faculty was obtained in April, 2016, to determine the most common preferences in food services to be provided at the South Lone Tree Campus. Results of the survey are included as Exhibit A to this RFP document. Proposers should review the results of this survey and submit proposals that are aimed at satisfying the most common or highest ranking responses.

The College is not bound and will not accept any proposal based on pricing alone, but will make an award based on the following evaluation criteria and point schedule:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification and experience of Contractor</td>
<td>40</td>
</tr>
<tr>
<td>Description of Service</td>
<td>45</td>
</tr>
<tr>
<td>• Capacity of Contractor to service the College Campus (availability of staff, and hours of operation).</td>
<td></td>
</tr>
<tr>
<td>• Proposed menu and pricing structure (variety, ability to satisfy most common food preferences noted in survey, affordability of the food items for students)</td>
<td></td>
</tr>
<tr>
<td>Monthly Rent Offered</td>
<td>35</td>
</tr>
<tr>
<td>Credit card payment options</td>
<td>30</td>
</tr>
<tr>
<td>MAXIMUM POINTS POSSIBLE:</td>
<td>150</td>
</tr>
</tbody>
</table>

It is the opinion of the College that will determine the final award. It will be made to the Contractor that offers the best solution to meet the above criteria and the requirements of the College.

Proposers are instructed to submit their “best offer” by the due date and time for submittal of proposals. Consideration by the College will be based on the material submitted and evaluated against the criteria shown above. The College may decide to award based upon original submittals, or it may request Best and Final Offers (BAFOs) or otherwise negotiate with a competitive range (best scoring) of proposers prior to making an award.

Hours of Operation:

The proposer should specify the hours of operation for the Colleges review and consideration (minimum Monday through Thursday 9am – 3pm), but should be aware that expanding those hours, as the need becomes apparent will be expected throughout the term of the agreement. The Contractor will be limited to the operating hours of the building, which may be reduced during periods of time where there is no student attendance.

Note: the College is closed for winter break (generally the last two weeks of December) and one week in March for spring break.
Campus Catering:

If the College so desires, the Contractor shall provide services at special functions including coffees, breakfast, luncheons, teas, dinners, and any College sponsored events. Menus and prices for such events are to be mutually agreed to prior to event.

The Contractor shall be under no obligation to provide a quote for catering services, and the College shall be under no obligation to accept any quote provided by the Contractor for catering services.

Contractor Employees:

The Contractor shall pay all Social Security and unemployment taxes and will be responsible for withholding taxes and any other local, State, or Federal requirements in this regard. Contractor is responsible for providing its own benefit programs for Contractor employees and for complying with any Affordable Care Act requirements which may apply. Contractor will hire, train, schedule, compensate, discipline and evaluate all full-time and part-time food service employees with concurrence of the College regarding the assignment of key personal. Contractor agrees to perform background checks for its new hires to mirror the requirements of the College. Background checks are required to be performed for positions that handle money or which have responsibilities related to security. The College reserves the right to request copies of background check information from the Contractor, at its discretion.

The Contractor will control labor costs and ensure that an appropriate number of employees are present to service all events to the satisfaction and customer service standards expected by the College.

All personnel of the Contractor shall be subject to exclusion from the College’s campus for conduct that is considered offensive or in violation of any College regulation or Code of Conduct. A copy of the College’s Student Code of Conduct and other College conduct requirements are available at the College website (www.coconino.edu).

The Contractor’s employees shall be neat and clean in appearance at all times, and will be required to wear gloves, aprons, hats, hairnets, and/or other protective accessories as required for proper food handling. Employees must be identifiable as Contractor employees and wear some form of Contractor identification (e.g., uniforms, badges, embroidered clothing, etc.)

The Contractor agrees that they will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments thereto) and shall indemnify and hold harmless the College from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.
Contractor shall at all times maintain on duty an adequate number of full- and/or part-time employees for efficient operation. No reduction in the number of employees included in the Contractor’s proposal can be made during the term of the agreement without prior approval by the College. The Contractor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision.

The Contractor's unit managers assigned to the College shall be selected with prior approval of the College. The unit managers assigned to the College shall not be changed more than once per year unless mutually agreed, and not without thirty (30) days advance notice and the College’s approval of the new unit manager(s).

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

The College shall require certification that food handlers under this contract have taken and passed a food handler's examination; the cost of these examinations shall not be borne by the College. All employees must meet all health standards established by governmental authority. Food handler's certification cards shall be displayed at all times in a designated area of the leased premises.

The College encourages the Contractor to employ as many students as feasible for all positions resulting from this contract.

Facilities and Equipment:

Capital Investment: The College will provide a full kitchen compliment of permanently installed equipment such as: stove top w/grill, oven, deep fryer, ventilation system, refrigerator, freezer, sinks, and worktables, etc.

Any permanently installed equipment brought in by the Contractor, must be installed by properly licensed individuals, after approval of the College’s Facilities Department and will be removed upon termination of the agreement and the area restored to its pre-lease condition.

All small wares and portable equipment shall be supplied by the Contractor.

The Contractor may request minor alterations to be provided by the College, however, the College reserves the right to refuse to make alterations if the best interests of the college are not served. Any leasehold improvements become the property of the College at the termination of this contract and any extensions thereto. All equipment purchased by the Contractor will remain the property of the Contractor. No leasehold improvements will be made except with the permission of the College.

Workplace Safety:

The Contractor shall have a workplace safety and health plan and shall ensure its employees follow the requirements of said plan. The plan shall comply with all local, state and federal requirements, as well as be subject to review and approval by the College, at its discretion.

Utilities:
The College assumes the responsibility of providing electricity, gas, and water without charge to the Contractor. The Contractor shall comply with established energy conservation practices, regulations and policies, and endeavor to conserve the use of energies and control their resulting costs.

The College shall not guarantee an uninterrupted supply of water, electricity, gas, telephone, and heat or air conditioning. However, it shall be diligent in restoring service following an interruption. The college shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

**Maintenance and Cleaning:**

The selected Contractor shall be responsible for all maintenance and cleaning related to the food services operation including the general cleaning of the food preparation area as well as the food court area of the College Commons. This includes necessary periodic service and/or cleaning of equipment including grease traps and exhaust hoods and associated fire suppression systems. The Contractor will bear full responsibility for repairs or replacement of equipment where negligence is indicated.

The College will include the food service area (especially the food court area of the commons) in any heavy/annual cleaning of the general area of the College.

The premises, equipment, and facilities (including the food preparation, storage and serving areas and the dining room) shall be maintained in a sanitary condition throughout the life of this contract at Contractor's expense in a manner satisfactory to the College. In addition, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices as determined by the Arizona Department of Health Service and Coconino County Health Department to ensure continual sanitation in all functions and matters related to the execution of the terms of this contract, including food handlers’ appearance and performance in the preparation, service, transport, and storage of food and related items. Tops of tables and chairs in the dining area shall be kept cleared and cleaned during the peak service hours.

**Trash:**

The College will provide access to trash and recycle dumpsters, at the rear of the building, for the Contractor's use. The Contractor is responsible for transporting its own trash and recyclable materials to these dumpsters. All boxes, cartons, containers, etc., shall be broken down and flattened to alleviate the accumulation of excessive daily trash. The Contractor is required to recycle materials whenever possible.

**Pricing:**

The menu prices submitted with the original proposal shall be unchanged for the first year of operation. The Contractor may submit a written request to the administrative liaison for price increases prior to the fall or the spring semesters (but only once during each annual term). The College will consider changes due to increased cost, provided there is adequate substantiation. Such adjustments shall not change any other section of the agreement.

**Credit Card Payment Option:**

Please provide a summary of your firm’s credit card payment options for customers, using the Offer Sheet included in this RFP.
PCI DSS Compliance:

The Payment Card Industry Data Security Standard (PCI DSS) applies to companies of any size that accept credit card payments. If the Contractor intends to accept card payments, and store, process and transmit cardholder data, it will need to host this data securely with a PCI compliant hosting provider and comply with acquirer requirements. Further, the Contractor agrees to indemnify and hold harmless the College and its employees, officers, District Governing Board members, students, representatives, and subcontractors from any liability or costs associated with any breach of credit card and/or cardholder information resulting from any cause whatsoever, which may occur during the course of business under this Contract.

Facility Security:

The College assumes the responsibility of providing reasonable precautions to protect Contractors’ property, but only to the extent that the College shall not be expected to provide security beyond that afforded by the schedules of its employees and routine security operations of the College.

Security Deposit:

The Contractor shall be required to provide a security deposit equal to the dollar amount of the first plus last month’s rents. Upon lease termination, the security deposit shall be refunded to the Contractor, less any costs incurred by the College for necessary cleaning and/or repairs to the leased space beyond what would be considered normal wear and tear.

Taxes Licenses Permits:

The Contractor will be expected to pay all excise and retail sales taxes levied on the sale of merchandise and is hereby authorized to apply for and obtain all requisite licenses and permits at no cost to the College.

Insurance:

The Contractor will be expected to provide insurance naming the College as additional insured, adequate to cover the Contractor's and the College’s legal liability against personal liability and/or property damage claims arising out of the installation, maintenance or ordinary operation of the cafeteria, vending machines, and associated areas.

Furthermore, the successful Contractor will agree to indemnify, hold harmless and defend the College its officers and employees from any claim, damage, liability, expense or loss, including defense cost and reasonable attorney’s fees arising out of Contractor’s performance under the contract resulting from this proposal.

Upon award and/or (10) days prior to start of service successful Contractor agrees to provide insurance certificates affording protection to the College for general liability and property damage in the minimum amount of $1,000,000 each occurrence, without limit to liability obligations of the successful proposer.

Forward insurance certificates to:
Mary Talentinow, Director of Purchasing & Auxiliary Services
2800 S. Lone Tree Rd.
Regulations:

The Contractor shall comply with all rules and regulations of the federal state county and city governments applicable to its operation at the College. The College shall also have the right to make reasonable regulations with regard to all matters pertaining to the cafeteria and the Contractor must agree to comply.

The cafeteria shall be subject to inspection by the City, County, and/or State Health Authorities as well as the College. The College reserves the right to inspect the premises on a quarterly basis, to ensure the conditions of the contract are being met. Discrepancies found by any party in violation of their specific statues or College regulations must be corrected forthwith by the Contractor or the College, whichever party has responsibility for the discrepancy.

Fiscal Reporting Period:

The Contractor shall keep in a safe place all financial records and statements pertaining to the operations of the College for a period of three (3) years from the close of each year's operation.

Fixed Rent:

Fixed Rent payment to the College shall be due on the 1ST of each month beginning in September, 2016. August rent shall be pro-rated and is due at lease commencement. For the purpose of calculating December and May through August pro-rated rents each year, rent will be based on the number of days the Deli is open – with 22 business days being considered a full month for calculation purposes.

The Fixed Rent is based on the Academic Year: September through April. The campus is closed during winter and spring break periods. Historically, the months of December and May through August are slower periods with fewer students enrolled for the summer sessions.

A copy of the College's 2016-2017 Academic Calendar is included herein as Exhibit B.