

**AGREEMENT  
BETWEEN GUAM COMMUNITY COLLEGE  
AND  
BASTO CATERING SERVICE (BCS)**

**THIS** agreement made as of the 20<sup>th</sup> of January 2017, by and between GUAM COMMUNITY COLLEGE, (hereinafter called GCC) whose address is 1 Sesame Street, Mangilao, Guam 96923 and BASTO CATERING SERVICE (BCS), (hereinafter called Contractor) whose address is P.O. Box 684 Hagatna, Guam 96932.

**WITNESSETH**, that whereas GCC intends to engage the services of the Contractor to provide food and beverage services for the Guam Community College (Restaurant Style Dining Facility); and

**WHEREAS**, Contractor is in the business of providing food and beverage services; and

**WHEREAS**, GCC issued a public announcement in the Guam Daily Post for Food and Beverage Services Restaurant Style Dining Facility through an Invitation for Bid (GCC-FB-17-005) on December 1, 2016 describing the type of services required and specifying the type of information and data required of each bidder, and the relative importance of particular qualifications; and

**WHEREAS**, the Contractor has submitted a bid based on the SOW requirements set forth in the Invitation for Bid; and

**WHEREAS**, the award of this contract to the Contractor has been pursuant to a determination by GCC that the Contractor is the sole bidder and is deemed responsive and responsible;

**WITNESSETH**, GCC and the Contractor, in consideration of mutual covenants set forth, agree as follows:

**SECTION 1. SCOPE OF SERVICES:** Contractor agrees to provide food and beverage services (as set forth in the bid).

Attached is Exhibit "A" copy of Contractor's proposal and the bid specifications set forth for bid number: GCC-FB-17-005

- a. The Contractor agrees to pay a rental fee of \$2,250.00 per month or 10% of gross revenues, whichever is greater. The Contractor must provide the calculation of the 10% monthly gross sales and the monthly total gross sales report, on or before the 10<sup>th</sup> day of the following month to GCC. Rental payment is due no later than the 10<sup>th</sup>

- of each month. Failure to make payment on time, the Contractor will be charged an additional late payment fee of 2% of the monthly rent.
- b. Contractor will bear the cost for utility services, such as power, LP gas, telephone, trash disposal and other utilities associated with this contract. Water will be provided by GCC at no cost. All costs associated with these utilities will be borne by the contractor. The power and trash collection bill will be issued to the Contractor on a monthly basis and payment will be made to the College.
  - c. The College reserves the right to award contracts for vending machines to a different vendor.
  - d. The College grants the GCC Culinary Program the right to sell food and beverage products prepared by its students.
  - e. The College also provides cooperative education, work experience and practicum experience to its students. The College desires that the Contractor also support such programs by allowing placement of students in their establishment for gaining experience from a professional.
  - f. The hours specified below shall be followed throughout the term of the contract. Contractor shall not make any changes to the hours of operation unless they obtain prior written approval from GCC. The College reserves the right to grant or refuse any requests.
    - a. Monday thru Thursday: 8:00 a.m. – 8:00 p.m.
    - b. Friday 8:00 a.m. – 5:00 p.m.
  - g. Contractor shall be solely responsible for maintaining conditions of good sanitation and cleanliness in connection with its operations on campus, shall provide a trash receptacle for use by its customers and shall remove any trash within the area left by its customers.
  - h. The Contractor shall use the premises solely for the purpose of conducting the business of food preparations and retail selling of food and non-alcoholic beverages for GCC and for other GCC activities as requested. The Contractor is prohibited from using the premises for any other business not related to GCC, the Contractor is not allowed to serve alcoholic beverages.
  - i. Contractor agrees that the commodities and products vended shall be fresh and of good quality. The prices at which the Contractor shall offer such items shall be fair and competitive with the prices at which similar items are sold in the vicinity of GCC.
  - j. The Contractor is required to submit all the employee's health permits and all other required permits to the GCC Procurement & Inventory Administrator.
  - k. Contractor shall operate the dining facility as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made whether oral or written by Contractor with respect to third parties shall be binding on GCC.
  - l. All persons working for or on behalf of the Contractor on campus shall obey the rules and regulations established by GCC and shall comply

with the reasonable directions of its officers. Contractors shall be responsible for the actions of its employees and agents while on campus.

- m. The Contractor warrants that no person shall provide services on its behalf in relation to this contract who has been convicted of sex offense under the provisions of **Chapter 25 of Title 9 GCA** or an offense as defined in **Article 2 of Chapter 28, Title 9 GCA** or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed in the Sex Offender Registry. Any such person who is discovered to have been so convicted shall be immediately removed from working at Guam Community College and the President shall be informed within twenty-four (24) hours. Failure to take corrective action after notice may result in the temporary suspension of the Agreement at the discretion of the Government. The Contractor must provide the updated listing of workers assigned to Guam Community College as personnel changes.

**SECTION 2. CONTRACT TERM:** The term of this agreement shall be for one (1) year commencing of the day of award with the option to renew for four (4) additional one (1) year terms upon approval by the GCC. Guam Community College has the unilateral right to use these optional performance periods.

**SECTION 3. PERMITS/LICENSE:** Contractor is responsible for all required permits. Contractor shall comply with the local health laws and ordinances concerning preparation, handling and serving of food and non-alcoholic beverages. Contractor is required to maintain an "A" rating for this dining facility as determined by Department of Public Health and Social Services. The Contractor is required to provide a copy of its renewed Business License annually by July 1<sup>st</sup>.

**SECTION 4. GENERAL COMPLIANCE WITH LAWS:** In the performance of work provided for herein, Contractor agrees that it shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. Contractor assumes full responsibility for the payment of all contributions payroll taxes or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territorial or federal laws.

**SECTION 5. TERMINATION:** GCC may, by written notice to the Contractor terminate this agreement in whole or part any time for Contractor's failure to perform any of its obligations under this Agreement.

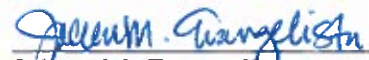
- SECTION 6. **DISPUTES:** The President at GCC is responsible for the administration of this agreement. All disputes arising under this agreement shall be decided by GCC, through the President. The Contractor may appeal the decision rendered on a dispute by submitting an appeal in writing, to the GCC Board of Trustees within thirty (30) days of the receipt of the decision.
- SECTION 7. **EFFECTIVE DATE OF AGREEMENT:** The effective date of this agreement shall be the date upon which the President affixed her signature.
- SECTION 8. **INSURANCE:** During the term of this agreement, Contractor must maintain insurance as set forth in GCC Bid No: GCC-FB-17-005. Contractor is responsible for obtaining all applicable insurance and providing proof of insurance GCC assumes no liability for any accident or injury that may occur to the Contractor, his agents, dependents, or personal property while on GCC premises performing said scope of service.
- SECTION 9. **ASSIGNMENT OF AGREEMENT:** The Contractor may not assign this agreement without prior consent of GCC.
- SECTION 10. **INDEMNITY:** Contractor agrees to save and hold harmless GCC, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this agreement.
- SECTION 11. **MODIFICATION OR AMENDMENTS:** No modification, amendment, alteration or change of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and executed by both parties hereto and approved by appropriate action by GCC.
- SECTION 12. **ATTORNEY FEES:** If either GCC or Contractor institute legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.
- SECTION 13. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally, or shall be deemed to be received as of the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid as follows:

GCC: Guam Community College  
P.O. Box 23069  
GMF, Guam 96921

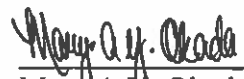

The Contractor: Basto Catering Service (BCS)  
P.O. Box 684  
Hagatna, Guam 96932

IN WITNESS HEREOF, parties hereto have executed this agreement in the day and year first above written.

  
Isabelita M. Basto  
Owner  
Basto Catering Service

  
Joleen M. Evangelista  
Procurement & Inventory Administrator  
Guam Community College

  
Hung Van Vo  
Manager  
Basto Catering Service

  
Mary A. D. Okada, Ed.D.   
President  
Guam Community College

DATE: 01.18.2017

**AMENDMENT  
OF  
AGREEMENT BETWEEN  
GUAM COMMUNITY COLLEGE  
AND THE  
BASTO CATERING SERVICE (BCS)**

An Agreement was entered between Guam Community College (GCC) and the Basto Catering Service (BCS) on the 20th day of January 2017; both parties agree to amend the current Agreement as it now exists, after discussing the changes required to the original Agreement as determined below:

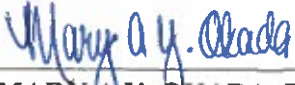

To change the following to Section 1. Scope of Services b. specific to trash disposal and collection, to read:

Contractor will bear the cost for utility services, such as power, LP gas, telephone, trash disposal and collection and other utilities associated with this contract. Water will be provided by GCC at no cost. All costs associated with these utilities will be borne by the contractor. The power and trash collection bill will be issued to the Contractor on a monthly basis and payment will be made to the College.

Contractor will be billed for ½ the cost of a 3 cubic bin monthly based on the cost of such bin. As a leader in sustainable development and environmental stewardship, the GCC expects all food vendors/contractors operating on campus to sustainably divert ALL waste. It is the Contractor's responsibility to do the following:

- 1) Have at all times, four (4) bins located conveniently within the vicinity of their building, **CLEARLY** labeled Aluminum, Plastics, Regular Trash and Food Waste.
- 2) Once filled, the vendor must transport sorted bags to the appropriate staging area for disposal or recycling. Aluminum cans and plastic bottle bags shall be disposed at the Main Aluminum and Plastic Bins behind building 900. It is the vendor's responsibility to ensure that only aluminums or plastics are placed in their respective bags before disposing into the main bin. Also located in the same general area is a regular waste bin (colored orange) in which **ONLY** regular waste is to be disposed.
- 3) Check (each day before closing) the food waste bin and empty contents into main food waste bin located in the vendor's kitchen area (see #4). After emptying the food waste bin, vendor must sanitize the bin before being placed back into the main dining area.
- 4) Vendor shall have an additional 5 gallon sanitized bucket with a lid (with one back-up bucket) to collect food waste where food is being prepared; i.e. the kitchen area. Vendors must properly discard coffee grounds, vegetable and fruit scraps and other processed/cooked food into the food waste bucket. This includes food waste from the main dining area. No raw meat will be placed in the food waste bucket. Buckets must be filled at least 85% for pick-up. It is the responsibility of the vendor to work with the sustainability office to coordinate food waste pick-up by a local pig farmer(s). Vendors are encouraged to keep food waste refrigerated during collection and before pick-up. Contact Kiko Palacios at 777-8087 for food waste pick-up services.


**GUAM COMMUNITY COLLEGE:**

  
\_\_\_\_\_  
MARY A.Y. OKADA, ED.D.   
President

  
\_\_\_\_\_  
Date

**BASTO CATERING SERVICE (BCS):**

  
\_\_\_\_\_  
ISABELITA M. BASTO  
Owner

  
\_\_\_\_\_  
Date

**AMENDMENT #2  
OF  
AGREEMENT BETWEEN  
GUAM COMMUNITY COLLEGE  
AND THE  
BASTO CATERING SERVICE (BCS)**

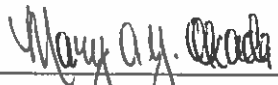
An Agreement was entered between Guam Community College (GCC) and the Basto Catering Service (BCS) on the 20th day of January 2017. Amendment #1 specific to trash disposal and collection was made on the 23<sup>rd</sup> day of February 2017; both parties agree to amend the current Agreement to include the first amendment as it now exists as follows:

To change the following to **Section 1. Scope of services a. rental fee** to read:

- a. The Contractor agrees to pay a rental fee of **\$1,700.00 per month** or 10% of gross revenues, whichever is greater. The Contractor must provide the calculation of the 10% monthly gross sales and the monthly total gross sales report, on or before the 10th day of the following month to GCC. Rental payment is due no later than the 10th of each month. Failure to make payment on time, the Contractor will be charged an additional late payment fee of 2% of the monthly rent.

Amendment #2 to this contract is effective August 16, 2017. All other terms and conditions to this contract will remain the same.

**GUAM COMMUNITY COLLEGE:**

  
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MARY A.Y. OKADA, ED.D. *ows*  
President

8/24/17  
\_\_\_\_\_  
Date

**BASTO CATERING SERVICE (BCS):**

  
\_\_\_\_\_  
ISABELITA M. BASTO  
Owner

8/28/17  
\_\_\_\_\_  
Date