SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692

BID No. 2003

Requests for Proposals
Food Services and Coffee Cart Services for Saddleback College
Package A: Food Services, Base Bid 1 & 2
Package B: Satellite Coffee Cart Services

South Orange County Community College District desires to contract with a reputable food service management company to operate a successful food service program at Saddleback College: an innovative college campus whose vision is “to be the first choice of students who seek a dynamic, innovative, and student-centered postsecondary education. SOCCCD would like to engage food service company that embraces the understanding that the cafeteria and food services play a vital role in the retention of students, and, by providing an inviting and welcoming atmosphere, promotes student success. This vendor must recognize opportunities not only for traditional foods but for more healthy options for students and faculty including low-fat, cholesterol-free options, daily fresh fruits and vegetables, a la carte items, beverage service, as well as vending machine items. We support environmentally sustainable food systems as a way of contributing to the quality of life in the communities we serve. SOCCCD desires a vendor who can deliver a substantial variety of high-quality, sustainably produced and procured foods on a daily basis while embracing an environment that supports strong customer satisfaction.

I. BACKGROUND:

A. Saddleback College is one of two community colleges in the South Orange County Community College District. Saddleback College is located in the rapidly growing community of Mission Viejo and serves the educational needs of students in the Dana Point, El Toro, Laguna Beach, Laguna Hills, Laguna Niguel, Mission Viejo, San Clemente, San Juan Capistrano and Santa Margarita areas and has a current student enrollment of approximately 28,000 students. The District estimates that the total student enrollment at Saddleback College will reach 35,000 students by the year 2015.

B. Currently, food services, vending machines, and coffee cart services are under contract with outside vendors. The current agreement expires on June 30, 2012. The agreements cover services at the campus cafeteria and operation of satellite coffee and snack carts, as well as catering services for various campus events. The current food services and coffee cart Vendors have reported the following gross sales for the periods indicated:
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The current food services agreement includes a requirement for payment of commission. Amounts to be paid are the greater of:

- Coffee Cart: $800 per month plus 15% of monthly gross sales greater than $6,667
- Cafeteria: 12% on gross sales or a minimum monthly commission of $6,000.

C. There is a separate beverage supplier agreement in place that will expire on June 30, 2013. The Vendor under this agreement owns and operates all beverage vending machines on campus and is the designated supplier of soft drinks for the cafeteria, including the soda fountain. See RFP Bid No. 1086 for additional information.

II. **SCOPE OF AGREEMENT:**

The District is considering entering into a two (2) year agreement with three (3) one (1) year options to renew relating to exclusive sale of food services and food only vending machines at the Saddleback College campus located on 28000 Marguerite Parkway, Mission Viejo, California 92692. The scope of the contract will be as follows:

Under the scope of this bid agreement, the Vendor will provide and operate at their expense food services, food only vending machines and satellite coffee cart services as described in the attached agreement.

Food services and food only coin and card-operated vending machines include the satellite coffee cart. Vendor shall, as part of his contract, provide satellite coffee cart services on the Saddleback campus. Vendor shall sell coffee, tea, and milk and may also sell 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 locations.

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 product of the designated beverage supplier shall be allowed for sale by the food Vendor.
III. **BID PACKAGES:**

This bid includes two separate bid packages. Interested bidders may bid on one or both of the packages. The DISTRICT will review each package and award separate contracts in the manner that better serves the DISTRICT’S interests.

A. **Bid Package A.** Food Services

Bids will be received for two base bids under this package:

Base Bid No. 1 Food services, **including** satellite coffee cart. If this bid is accepted, the food services Vendor shall, as part of his contract, provide satellite coffee cart services on the Saddleback College campus.

Base Bid No. 2 Food services, **excluding** satellite coffee cart. If this bid is accepted, the DISTRICT will enter into a separate agreement with a satellite coffee cart operator.

Vendors may submit bids for one or both of the base bids. The food services Vendor shall be required to use products exclusive to the designated beverage supplier in all food/fountain operations. Other drinks such as tea, coffee, milk, health drinks, fruit juices, etc., which are not in direct competition with the products of the designated beverage supplier, shall be allowed for sale by the food vendor.

B. **Bid Package B.** Satellite Coffee Cart Services

The successful bidder for Package B, as VENDOR, will provide and operate at its expense a satellite coffee cart at two locations to be determined by the College. VENDOR shall sell coffee, tea, and milk and may also sell donuts, pastries, fruits, sandwiches, salads, hot dogs, 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.

IV. **BID INFORMATION:**

**Bid Deadline:** **Tuesday, March 13, 2012**

**Place of Bid Receipt:**
SOCCCD – Facilities Planning and Purchasing Department
Saddleback College
Third Floor, Heath Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

**Mailing Address:** South Orange County Community College District
Sealed bids will be received up to the above-indicated time and date. Late bids will not be accepted and will be returned unopened. Proposals may be delivered in person, by U.S. mail, or courier services. Fax proposals are not acceptable. Proposals must be submitted in an envelope plainly marked with the bid number.

Proposals shall be binding upon the provider for 180 calendar days following the award recommendation date. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Number of Copies: Submit ten (10) copies of the proposal. Brochures and other promotional materials are not necessary unless you consider them to be the only way to convey your services.

The South Orange County Community College District is issuing this Request for Proposals on behalf of Saddleback College and is the single point of contact regarding all questions related to this RFP. All communications, including any requests for clarification concerning this RFP, shall be addressed no later than **Tuesday, February 21, 2012**, in writing, email or fax to:

Brandy K. D’Lena  
Email: bdlena@socccd.edu  
Fax: 949-364-1731

Although the schedule is subject to change, the College intends to adhere to the following schedule:

- **PUBLISH**  
  Wednesday, February 1st and 8th, 2012
- **PRE-BID CONFERENCE**  
  Tuesday, February 14, 2012 at 10:00 am
- **FINAL DAY FOR QUESTIONS**  
  Tuesday, February 21, 2012 by 4:30 pm
- **PROPOSALS DUE/BID OPENING**  
  Tuesday, March 13, 2012 at 11:00am
- **FACILITIES VISITS**  
  Week of March 19th through March 23rd
- **COMMITTEE MEETING**  
  TBD
- **AWARD RECOMMENDATION**  
  Friday, April 6, 2012
- **BOARD APPROVAL**  
  Monday, April 30, 2012
- **START NEW CONTRACT**  
  Wednesday, July 1, 2012
V. PRE-PROPOSAL CONFERENCE:

A mandatory pre-bid conference will be held on Tuesday, February 14, 2012 at 11:00 a.m. in Room SSC Room 211, Student Services, Saddleback College, at 28000 Marguerite Parkway, Mission Viejo, CA 92692.

A map of the campus is enclosed (see Attachment A). Parking is available in all lots with the purchase of a day parking permit which can be obtained at dispensers located at several campus locations. Interested vendors must be in attendance, confirmed with a sign in and sign out sheets from the beginning to the end of the conference to qualify for bidding on the food services and/or coffee cart services.

VI. REQUIREMENTS FOR SUBMITTING A PROPOSAL

A. Proposals should be as thorough and detailed as possible so that the College may properly evaluate the vendor’s capability to provide the required services. The vendor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. Any costs incurred by the successful vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor’s response, shall not be payable. Vendors are required to submit the following items or information but are not limited solely to these items:

- Request for Proposals Form completed and signed by a person authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposal form must be made in the official name of the firm or individual under which business is conducted.
- Affidavit of Non-Collusion completed and signed.
- Five references including the duration and extent of experience in providing like services at similar locations.
- Response is required, in order, to the following:
  - Affidavit of Non-Collusion
  - Current Certificate of Insurance
  - Vendor shall describe, in detail, what is intended for food services and/or satellite coffee cart services at Saddleback College.
  - List all equipment to be brought on campus, but remains the property of Vendor.
  - Show in detail all other programs or projects that vendor proposes.
  - Provide a detailed description of the procedures and approaches intended to support the DISTRICT’s goal of improving sustainable practices.
  - Provide list of all current clients.

B. As part of the proposals, Vendors shall indicate in detail what marketing/promotions are proposed to the District for the award of the exclusive rights at the Campus over the duration of the contract.
NOTE: If proposal is based on proposed changes in current practices the changes should be clearly indicated in the proposals.

C. All bidders shall include references of services operations that they provide for similarly sized commercial or public agency accounts in the area of their respective bid package. Reference information shall include individual contact information, location addresses and telephone numbers. The ASG and College reserve the right to visit and inspect other Vendor food services operations. The results of these visits, inspections, and evaluations may be included as a factor in the evaluation of proposals.

D. All material submitted in response to this RFP will become the property of South Orange County Community College District and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in the RFP that is considered to be confidential per public contract code:
   - the Vendor must clearly mark this material as confidential
   - include a statement with its response justifying the confidentiality of the item
   - the DISTRICT will not consider the prices submitted by the Vendor to be proprietary or confidential material.

1. PARTIES TO THE CONTRACT

The contract shall be between South Orange County Community College District and the Vendor.

2. PROPOSAL EVALUATION AND AWARD

This is a request for proposals and not a bid process. Therefore, the District has the discretion to evaluate the qualitative as well as financial aspect of each proposal and make its selection based on what it considers to be in the best interest of the DISTRICT as a whole. The District reserves the right to accept other than the most financially advantageous proposal. The DISTRICT reserves the right to accept or reject any and all proposals, and to waive any informality in proposals. The recommended vendor must be approved by the Board of Trustees before a contract can be entered into.

The DISTRICT, after reviewing all proposals, may select a limited number of finalists that will be interviewed by a selection committee. Site visits of existing vendor locations may be required. Further information, samples, and references may be requested at that time.

Attached are the agreements that each successful vendor, as VENDOR, will be required to execute. These agreements cover in detail the special conditions and
requirements of the bid packages. Bidders should read these documents very carefully and, if they find any condition that is not acceptable or would like to negotiate, they should indicate so in their proposals. The DISTRICT will evaluate changes proposed with bids and make a determination. If bidders fail to indicate proposed changes to the agreements in their bids, it shall be understood that they accept all the terms and conditions of the attached agreements. It is also expressly understood and agreed by all bidders that the DISTRICT reserves the right to reject any proposed changes to the agreements.

V. **COMPENSATION TO THE DISTRICT:**

The Vendor(s) shall pay the Associated Student Government of Saddleback College, or other college funds as directed by the DISTRICT, a monthly commission payment that is a percentage of gross sales. Vendors shall also guarantee a minimum annual commission that does not relate to annual sales. The monthly commission percentage and the minimum annual guaranteed commission may be negotiated at different percentages or amounts for each year of the contract period.

Promotional funds and marketing agreement will be provided as determined during the contract negotiations. Bidders shall indicate in their bids any other contribution that they are offering, including, but not limited to: initial capital investment, advanced commission payments, promotional funds, incentives, donations, etc. In an effort to create more traffic to the cafeteria and the satellite coffee carts, a percentage discount shall be offered to ASB cardholders. Bidders shall indicate in their bids what percentage discount they are offering.

VI. **TERMS OF AGREEMENT:**

A. The terms of the agreements are specified in each of the attached agreements. All agreements will start on July 1, 2012.

B. The final version of the Agreement shall include any additional elements offered by the Vendor in the proposal and accepted by the District, as well as exhibits as mutually agreed upon.

VII. **REFERENCES:**

All bidders shall include all references of services operations that they provide for similarly sized commercial or public agency accounts in the area of their respective bid package. Reference information shall include name of contact individuals, location addresses and telephone numbers. The ASG and College reserve the right to visit and inspect other Vendor food services operations. The results of these visits, inspections, and evaluations may be included as a factor in the evaluation of proposals.
VIII. FOOD SERVICES REQUIREMENTS AND OPERATIONS:

Proposals are being requested for a two year contract(s) with three one-year extensions to provide food services and coffee cart operations at Saddleback College.

A. The intention of the College is that the food service operation will

- Improve student retention
- Provide an environment which enhances student success
- Compliment and encourage on-campus activities
- Be distinguished by very high satisfaction of students, faculty, staff and guests
- Increase the volume of food service business on campus.
- Provide options for evening and weekend students, faculty, staff and visitors.
- Provide convenient grab-and-go options that meet busy and varied schedules
- Provide meal plans that offer traditional food choices as well as low fat, low cholesterol, gluten-free and vegan choices dining to students and faculty
- Provide hot entrée choices and daily soups
- Provide catering that satisfies both student organizations as well as the needs of the college, president and the DISTRICT chancellor.
- Focus on sustainability, healthy, and/or organic meal options.

B. The intention of the College is that the food service may

- Work with ATAS Division in the support and development of a Learning Lab environment for the culinary arts program as appropriate.

C. The successful food services Vendor shall be awarded a two-year contract to manage the College's cafeteria, and shall produce, prepare and sell in a prompt, courteous and efficient manner a variety of quality healthy food, beverages and frozen confections. The District will have the right to extend the contract for three additional one-year periods. The Vendor shall, in consultation with the District, prepare, post and distribute daily/weekly menus (including email distribution) for the food services program. Healthy/nutritional-oriented foods such as soups, salads, desserts and drinks must be included in the menu.

D. Vendor shall include in the menu offerings a variety of quality ethnic foods with emphasis in Asian, Persian, and Indian dishes. Such offerings will be in celebration of and in accordance with the ethnic composition of the Campus’ student population.
E. Daily menus shown in one month increments shall be submitted to the College via the Cafeteria website. Reasonable requests by the District regarding menu content shall be met.

F. Unless otherwise agreed, food services Vendor will be given first priority for food services for all functions such as banquets, parties, conferences or other special events sponsored by Saddleback College or the Associated Students of SC. Charges for such services shall be based on the direct cost of raw food, supplies and labor required, plus management, overhead, or other indirect costs. SC and ASSC reserve the right to purchase catering services from other sources if it is determined that the Vendor cannot provide the variety and quality of services required at a reasonable and competitive price.

G. The District anticipates that the Vendor will provide daily food services utilizing disposable cups, plates, and utensils, Styrofoam is explicitly excluded. All required disposable items shall be provided by the Vendor. The Vendor may choose to use disposable or permanent serving trays at his discretion. If the Vendor chooses to exercise this option, permanent trays shall be provided at no cost to the District.

H. The successful food service program may at the request of the Saddleback College culinary arts program develop a plan to share the cafeteria facility for the production support and sale of foods as a Learning Lab Environment to the classes.

G. All vendors are required to answer how they intend to address sustainability issues in food service for maximum environmental, social and economic impact. Sustainability issues may include: Support and procure food products that meet sustainable standards (i.e. the Food Alliance): pesticide use is reduced, soil and water are used conservatively, wildlife conservation measures are taken, livestock are cared for, safe and fair working conditions, etc.

- Utilization of safe and green cleaning products
- Use of recyclable materials in paper products, plates, cups, etc.
- Waste stream reduction--no use of Styrofoam products
- Recognize and use local producers and suppliers

Additionally, each vendor must be able to address:

- Maintaining a variety of vegetarian options daily
- Incorporate healthy options including low-fat, low cholesterol food choices
- Providing daily options of fresh fruits and vegetables
- Providing daily soup and hot entree selections
- Display, promote, and label nutritious foods in appealing ways
• Support and procure food products that meet sustainable standards (i.e. the Food Alliance): pesticide use is reduced, soil and water are used conservatively, wildlife conservation measures are taken, livestock are cared for, safe and fair working conditions, etc.
• Use of recyclable materials in paper products, plates, cups, etc.
• Waste stream reduction—no use of Styrofoam products
• Recognize and use local producers and suppliers
• Working with Saddleback College culinary arts program to provide program support to develop locally produced organic menu items.

Please describe how you would respond to the above requirements. Include in your proposal a description of the types, and retail sales prices, of food items that would be freshly prepared on a daily basis. Include several sample daily menus of regularly offered food items and "specials" that might be offered. Also describe your standards as to the raw foods/materials that you would purchase for preparation (Example: cooking oil). Include a description of the menus and per plate costs of a typical catered luncheon that you might provide with an inexpensive/moderate/ expensive budget.

I. The coin vending portion of the contract will include food only and will exclude carbonated soft drinks, bottled water, and other bottled beverages that are in direct competition with those of designated beverage supplier.
   1. If Vendor is planning to subcontract the coin vending machine portion of the contract, proposals shall include the name of the firm that will provide coin vending machine services and their references so that they may be contacted to discuss the quality of services that will be provided, and a representative list of food items that will be vended.
   2. In all cases, proposals shall include information regarding the types of food vending machines that will be provided, and a representative list of food items that will be vended.

J. As part of this contract, Vendor shall provide at no cost to the District, full breakfast for approximately 300 guests four times a year, generally prior to the start of the semester, during in-service activities for an estimated cost of $2,500 per event or an estimated total of $10,000. Menu will be mutually acceptable. Breakfast/lunch shall be served in an adequate banquet setting including linens, flowers, plastic flatware, etc.

IX. HOURS OF OPERATION:

   A. At a minimum, the College's cafeteria shall be open on all days during the academic year when classes are in session, including Saturdays from 8:00 a.m. to 2:00 p.m. and closed on Sundays.
NOTE: Classes are normally conducted from 7:00 a.m. - 9:00 p.m. Monday through Thursday and 7:00 a.m. - 2:00 p.m. on Fridays. The college also offers Saturday classes and they are increasing in number. A copy of the current year's academic calendar (see Exhibit A) is provided for your information.

The regular days and hours of operation in the food service areas shall be as mutually agreed upon between the College and Vendor and shall be posted at designated locations. Days of service shall be governed by Saddleback College's academic calendar, see Attachment B & B1, and approved by the college each academic year.

Cafeteria hours must be concurrent with staffing hours. When students are not in attendance, a limited menu may be negotiated.

B. Coin vending machines shall remain in operation 24 hours per day, 7 days per week.

X. VENDOR FURNISHED EQUIPMENT AND FIXTURES:

A. The Cafeteria food preparation, display, and service areas will not be fully equipped with necessary kitchen equipment, display and serving fixtures that may be required by Vendor. The food services Vendor shall, as a part of the Proposal, furnish all required food preparation equipment, food storage equipment, and food display and servicing equipment that is not provided as a part of the Agreement but that is required for the successful implementation and operation of the College's Food Services Program as offered by Vendor. See attached list (Exhibit _) of equipment that will be provided to the Vendor as a part of the Food Services Operation Agreement in existing condition.

B. The food services Vendor shall furnish, at no cost to the DISTRICT, all minor food preparation and service equipment and utensils, including, but not limited to, pots, pans, mixing bowls, knives, spatulas, etc. that will be required in the operation of the Food Services Program. The Vendor shall retain ownership of all equipment and utensils furnished as part of this Agreement unless Vendor shows items as a gift to the DISTRICT.

All items shall be installed at the expense of food Vendor with the exception of utilities which shall be brought to the general area by the DISTRICT if required.

Describe and list all major equipment items that the VENDOR will provide and install, at no cost to the DISTRICT as part of the Food Services Agreement. Also list in general terms, the minor equipment and service utensils that the VENDOR will furnish at no cost to the DISTRICT.
C. Vendor shall provide new or nearly new equipment as described in the Agreement. All items shall be installed at the expense of food services Vendor with the exception of utilities which shall be brought to the general area by the District if required. Installation must be coordinated with Saddleback Facilities Department.

D. Vendor shall provide new or used automated food, (non-competing) beverage, and miscellaneous vending machines (in excellent appearance and operating condition). In addition, Vendor shall provide, clean, and maintain microwave ovens and keep adequately filled money changing machines as required by the DISTRICT. Vendor shall also provide all condiments, napkins, cups, utensils, etc., required at each vending location. Number and location of vending machines and equipment shall be as approved by the DISTRICT.

Describe in detail the types of coin and card vending machines and other equipment/service utensils that will be provided.

XI. CAPITAL INVESTMENT:

Please describe in detail if you are proposing to make any type of capital investment to remodel or upgrade the cafeteria or to provide new equipment that will remain the property of the DISTRICT

XII. REVISIONS TO THE REQUEST FOR PROPOSALS

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all providers who attended the mandatory pre-bid conference. The College reserves the right to extend the deadline for receipt of proposals if necessary.

XIII. WITHDRAWAL OF PROPOSAL BY VENDOR

Proposals may be withdrawn in writing and submitted via fax, mail or hand delivery from the vendor prior to the bid deadline for receipt of proposals. No oral withdrawals will be accepted.
The prospective Vendor must sign the Affidavit and provide the information required of Vendors as outlined.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Vendor, a partner, or an officer or employee of the responding corporation having authority to sign on its behalf;

2. That the attached proposal or proposals have been arrived at by the Vendor independently, and have been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;

3. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Subscribed and sworn to me this

_____ of ________, ________

________________________
Signature

________________________________________
Notary Public

Firm Name

________________________
Expires

Date
Saddleback College

Request for Proposal
Bid Number 2003

FOOD SERVICE AND COFFEE CART SERVICES

PROPOSAL FORM

Director of Facilities Planning and Purchasing
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92629-3635

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and have received Addenda numbers ________________ and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm:

Address:

City:

State & Zip:

Telephone:

Name:

Signature:

Title:

Date:
ATTACHMENT “A”

Submit RFP to Facilities, Planning & Purchasing Dept. Located at Bldg. HS, 3rd Floor.

Pre Bid Conference at Bldg. SSC RM 211
ATTACHMENT “B.1”

FALL SEMESTER 2011
- August 15-19 (Monday-Friday) Staff Development Days
- August 22 (Monday) Instruction Begins
  - August 22-October 16 (Monday-Sunday) 8-Week Session
  - September 5 (Monday) Labor Day — Holiday
  - October 17-December 11 (Monday-Sunday) 8-Week Session
  - November 11 (Friday) Veterans Day — Holiday
  - November 24-25 (Thursday/Friday) Thanksgiving — Holiday
  - December 12-18 (Monday-Sunday) Final Examinations
- December 19 (Monday) Faculty Contractual Day/Classes Not in Session
- December 19-January 8 (Monday-Sunday) Classes Not in Session
  - December 22-January 1 (Wednesday-Sunday) District/Collages Closed

SPRING SEMESTER 2012
- January 2 (Monday) New Year’s Day Holiday
  - January 3-6 (Tuesday-Friday) Staff Development Days
  - January 9 (Monday) Instruction Begins
  - January 9-March 18 (Monday-Sunday) 8-Week Session
  - January 16 (Monday) Martin Luther King, Jr. — Holiday
  - February 17 (Friday) Lincoln’s Day — Holiday
  - February 20 (Monday) Washington’s Day — Holiday
  - March 11-17 (Sunday-Saturday) Spring Break/Classes Not in Session
  - March 16 (Friday) Friday of Spring Break — Holiday
  - March 19 - May 9 (Monday-Wednesday) 8-Week Session
  - May 10 (Thursday) Faculty Contractual Day/Classes Not in Session
  - May 11-17 (Friday-Thursday) Final Examinations
  - May 18 (Friday) Faculty Contractual Day/Classes Not in Session
  - May 18 (Friday) Irvine Valley College/Saddleback College Commencements

SUMMER SESSION 2012
- ** May 21-June 29 (Monday-Friday) 6-Week Session
- ** May 21-July 13 (Monday-Friday) 8-Week Session
- ** May 26 (Monday) Memorial Day — Holiday
  - June 18-August 10 (Monday-Friday) 8-Week Session
  - ** July 4 (Wednesday) Fourth of July — Holiday
  - ** July 2-August 10 (Monday-Friday) 6-Week Session

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ATTACHMENT “C”
The Gaucho Village Layout
ATTACHMENT “D”

Coffee Cart Equipment at the Village Location

Please find attached as Attachment “C” the Coffee Cart layout for the Village location. Equipment is owned as follows:

Vendor Own:
- Coke Coolers
- Ice Cream Freezer
- Storage racks in the back room
- Containers that hold products (Baskets, trays, etc.)
- Safe mounted to floor

Saddleback College Own:
- Everything else
ATTACHMENT “E”

Equipment College Owned:

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<td>001938</td>
<td>0271193</td>
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<td>SERVING LINE, 5/S, W/TRAY SLIDE</td>
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<tr>
<td>CABINET, PROOFING, WARMER STEAMER</td>
<td>001933</td>
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<td>CABINET, PROOFING</td>
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<tr>
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<td>10-26342</td>
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<tr>
<td>CART, TRAY, BRICK RED</td>
<td>10-26431</td>
<td>(DOWNSTAIRS, OUT OF SERVICE)</td>
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<tr>
<td>REFRIGERATED SALAD BAR</td>
<td></td>
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<td></td>
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<tr>
<td>PIZZA WARMER</td>
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<td></td>
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<tr>
<td>WOOD LANTER WARMER</td>
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<td></td>
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<tr>
<td><strong>ROOM 214 KITCHEN</strong></td>
<td></td>
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<tr>
<td>REFRIGERATOR</td>
<td>001927</td>
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<td>REFRIGERATOR</td>
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<td>FRYER, SINGLE WELL</td>
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<tr>
<td>MIXER, FOOD, FLOOR</td>
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<tr>
<td>OVEN, STACKING, DOUBLE</td>
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<td>RANGE, BURNER W/GRIDDE</td>
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<td>SLICER, MEAT, HOBART</td>
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<td>CHOPPER, STOCK</td>
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<td>ICE MAKER</td>
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<td>ICE MAKER</td>
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<td>(THREE ON EQUIP. LOCATION REPORT - OLD TAG #10-29229, 10-29716 &amp; 10-30633)</td>
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<tr>
<td>SHELF &amp; POT RACK - 8' ON WALL</td>
<td>10-07925</td>
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<td></td>
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<tr>
<td>STORAGE RACKS, STAINLESS STEEL, NOT TAGGED</td>
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<td></td>
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<tr>
<td>WORK BENCH W/CASTERS B'</td>
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<tr>
<td>W/DRAWER &amp; BACK SPLASH</td>
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<td>WORK TABLE, W/CASTERS &amp; SHELF, 30' X 8'</td>
<td>10-07784</td>
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<tr>
<td>SINK, POT &amp; PREP ATTACHED</td>
<td>10-07924</td>
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<tr>
<td>7' X 21&quot; (2)</td>
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<tr>
<td>TABLE, WORK, 5', W/BACK SPLASH &amp; DRAWER</td>
<td>10-07927</td>
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<td></td>
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<tr>
<td>BEVERAGE COUNTER, 10'</td>
<td>10-07940</td>
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<tr>
<td><strong>ROOM 214F OFFICE</strong></td>
<td></td>
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<tr>
<td>FILE CABINET, 4 DRAW</td>
<td>10-02966</td>
<td>17072</td>
<td>1</td>
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<tr>
<td>USED SAFE, SET UP</td>
<td>10-26268</td>
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<td></td>
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<tr>
<td><strong>ROOM 214Q RECEIVING/STORAGE</strong></td>
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<tr>
<td>FLOUR BINS, 100 LB CAPACITY</td>
<td>10-27376</td>
<td>THROUGH</td>
<td>7</td>
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<tr>
<td>RUBBERMAID</td>
<td>10-27382</td>
<td>(#7)</td>
<td></td>
</tr>
<tr>
<td><strong>ROOM 213 DINING ROOM</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TABLE, 42&quot; ROUND PACIFIC OAK</td>
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</tr>
<tr>
<td>TABLE, 24 X 48</td>
<td></td>
<td></td>
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<tr>
<td>TABLE, 24 X 36</td>
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<td>4</td>
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<tr>
<td>CHAINS, STACK, FIBERGLASS</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>TRASHCAN, DOUBLE WOODGRAIN</td>
<td></td>
<td></td>
<td>165</td>
</tr>
<tr>
<td>TRASHCAN, SINGLE WOODGRAIN</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>TRASHCAN, WOODGRAIN (LOT 30)</td>
<td></td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>
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This Agreement is made this 1st day of July, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called the "DISTRICT,” and ________________, CA, hereinafter called the "VENDOR”

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 Saddleback 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.

NOW, THEREFORE, the PARTIES hereto agree as follows:

I. SCOPE

A. The VENDOR hereby agrees to provide:

1. Food services at Saddleback College during the term of this Agreement. 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 Saddleback College students and to procure, prepare, and serve, at VENDOR's own expense, food items for Saddleback College during the term of this Agreement.

2. The VENDOR hereby agrees to install and operate a coffee cart at a location next to the southwest corner of the Library and BGS building at Saddleback College and operate current location at the Village, during the duration of this Agreement. Operation of this coffee cart service shall be under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Saddleback College students.

3. The VENDOR hereby agrees to install and operate food vending machines at various locations at the Campus during the duration of this Agreement. Operation of this food vending service shall be under the direction and control of the DISTRICT as hereinafter set forth for the benefit of Saddleback College students.
B. The terms of this Agreement shall be controlling in the event any of the terms hereof conflict with any of the terms in the Request for Proposal or in the VENDOR’s Proposal.

C. 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.

II. TERM

The term of this Agreement shall commence on July 1, 2012, and shall terminate on June 30, 2014. At the end of this period, there will be an option for renewal, under the same terms and conditions, for three additional one-year periods with the first two years offered at the VENDOR’s option and each successive year offered at the DISTRICT’s option.

III. VENDOR’S RESPONSIBILITIES

A. VENDOR shall be responsible for providing food services at the cafeteria including the following:

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

2. Provide marketing services including signage as approved through the Food and Beverage Committee and advertisements in the school newspaper and on the college website.

3. Maintenance of the food service premises which shall include but not be limited to cleaning of all filter screens, 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.

4. 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.

5. With the exception of items that may need replacement due to ordinary wear and tear, or damage resulting from the negligence of the DISTRICT, its agent or employees, or acts of God, 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 inventory of china, glassware, silverware, and all other movable kitchen and serving supplies originally furnished by the DISTRICT. In the event of failure, Vendor shall replace the following:
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.

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.

VENDOR shall be responsible for installing VENDOR’s own equipment, supplies, etc. as required to fulfill this Agreement.

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.

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.

Furnishing and maintaining two commercial microwave ovens for use by cafeteria customers, one located in the main dining area and the second located in the staff dining area.

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

Extermination and pest control services in the Facilities.

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

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

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

All office supplies and telephone expenses.

All kitchen supplies not originally furnished by DISTRICT.

- Stovetop Value: $2,000
- Grill Value: $1,500
- Fryer Value: $2,500
17. **VENDOR** agrees that food services under this Agreement shall remain in operation during the two (2) instructional terms of the year. The regular days of operation for the 2012-2013 academic year 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 Food and Beverage Committee 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.

16. Menus will be provided to the Food and Beverage Committee members monthly 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**.

17. **VENDOR** shall augment current ethnic food choices with greater hot entrée diversity than exists at the time of executing this contract including such things as falafels, curry dishes, hummus and pita sandwiches. Additional selections to be determined in discussions held at the monthly Food and Beverage Committee meetings.

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

19. **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.

20. **VENDOR** shall attend and participate in monthly Food and Beverage Committee meetings.

21. **VENDOR** shall provide, at no cost to the DISTRICT, a hot breakfast or lunch for approximately 300 guests four times a year, generally prior to the start of each semester, during in-service activities for an estimated cost of $2,500 per event or an estimated total of $10,000. Menu will be mutually acceptable. Breakfast/or lunch shall be served in an adequate banquet setting, including linens, flowers, plastic flatware, etc.

22. **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.

23. **VENDOR** shall provide Three Thousand Five Hundred Dollars ($3,500) of upfront catering credit to be used at the discretion of the office of the Saddleback College President.

24. **VENDOR** shall provide Five Thousand Dollars ($5,000) of upfront catering credit to be used at the discretion of ASG.

25. **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.
26. **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:

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

B. **VENDOR** shall provide and operate at their expense a satellite coffee cart:

1. Provide a Coffee Cart of equal or greater quality than that which is most recently located on campus. (See Exhibit D)
2. All food/product costs as well as the cost of paper supplies, plates, cups, napkins, and utensils.
3. 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.
4. **VENDOR** shall operate the Coffee Cart service and provide compliance with the Health Department.
5. Equipment maintenance shall be the responsibility of the **VENDOR**. **VENDOR** equipment list is attached as Exhibit D.
6. Maintain the satellite carts and surrounding areas in proper sanitary conditions. Clean spills from floors and maintain them free from food and debris.
7. **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.
8. No cooked meals shall be sold at the satellite cart locations
9. Any ice necessary for service is **VENDOR**’s responsibility.
10. Transportation between locations is **VENDOR**’s responsibility.
11. **VENDOR** agrees to develop drink incentives throughout the year at various times.
12. **VENDOR** shall have the exclusive rights to operate a satellite coffee cart on the Saddleback College campus.

C. **VENDOR** shall provide and operate at their expense food vending services:
1. 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 Saddleback College.
2. **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;

3. 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.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

D. **VENDOR** shall give preference to Saddleback College students for employment as needed. Students are available through the Saddleback 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.

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

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

G. **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 Saddleback 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.

H. Upon request, **VENDOR** shall attend and participate in monthly Food and Beverage Committee meetings.

I. **VENDOR** shall be responsible for the following items:

1. All food costs.

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

3. 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.

4. All transportation and vehicle costs required for **VENDOR**'s operation.

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

6. 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.

J. **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).

K. 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.

L. The following minimum food specifications shall be adhered to:

<table>
<thead>
<tr>
<th>Category</th>
<th>Specification</th>
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</thead>
<tbody>
<tr>
<td>Meats</td>
<td>USDA Choice</td>
</tr>
<tr>
<td>Poultry and Eggs</td>
<td>USDA Inspected</td>
</tr>
<tr>
<td>Milk and Dairy Products</td>
<td>USDA Grade A</td>
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<tr>
<td>Fresh Fruits and Vegetables</td>
<td>US Fancy or No. 1</td>
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<tr>
<td>Canned Fruits and Vegetables</td>
<td>US Grade A Choice or Fancy</td>
</tr>
<tr>
<td>Frozen Foods</td>
<td>US Grade A Fancy</td>
</tr>
<tr>
<td>Beverages</td>
<td>National Brands</td>
</tr>
</tbody>
</table>

M. 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.

N. VENDOR shall provide a $1,500 scholarship annually through the College’s foundation to be used at their discretion for scholarship.

O. VENDOR shall provide $1,500 donation towards the College Food Pantry.

P. VENDOR shall allow the Culinary Department to use the Cafeteria kitchen for special events.

Q. 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

R. VENDOR shall maintain a separate agreement with the Coffee Cart vendor in order to allow compliance with the Health Department.

IV. DISTRICT’S RESPONSIBILITIES

A. 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.

B. DISTRICT shall make available to the VENDOR, for the duration of this Agreement, the existing food services facilities, food vending machine locations and one coffee cart location at Saddleback College (these facilities shall be and remain the sole property of the DISTRICT). The DISTRICT, College, and Associated Students of Saddleback 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.
C. 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).

D. DISTRICT shall be responsible for and assume the costs of the following:

1. All utilities required for the operation of the food services.
2. Provide building space only for the VENDOR to use and maintain.
3. Provide maintenance of outside areas except the areas noted in Section III, paragraph 5 as being the responsibility of the VENDOR.

E. 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.

F. DISTRICT shall provide all necessary keys to insure that VENDOR's supervisory personnel shall have access to facilities at all times.

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

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

I. 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.

J. The DISTRICT's single point of contact for all communication and contract negotiations will be the Director of Student Development.

V. 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 Food and Beverage Committee 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 Food and Beverage Committee and the College and mutually
agreed upon. VENDOR will submit its request for price changes providing sufficient
time for the Food and Beverage Committee 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.

D. VENDOR agrees to the following percentage price discounts for current ASB
cardholders: 1) Ten percent (10%) daily, 2) Twenty percent (20%) one day each month
as agreed upon between the Food and Beverage Committee and the VENDOR.

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

VI. PAYMENTS BY VENDOR

A. 1. Food Services:
   i. The VENDOR agrees to operate all cash sales on a straight profit and loss
system, returning to the DISTRICT the greater of:

   • A minimum annual commission of $______

   OR

   • _____ commission on net sales (gross sales after sales tax) whichever
is greater.

   ii. VENDOR shall submit upfront commission upon signing totaling $______
equal to approximately two months commission in advance.

   iii. VENDOR shall submit a sales analysis report indicating monthly and year-
to-date information. Amount of monthly payments shall be calculated using
the above figures as follows:

   1. Minimum year-to-date guaranteed
      commission:
      \[
      \frac{1}{12} \times (\text{minimum guaranteed}) \times \frac{\text{number of months}}{X} = \text{minimum commission granted} \]

   2. Percentage commission
      (Agreed percentage %) of year–to-date
      \[
      \frac{(\text{Agreed percentage} \%)}{\text{gross sales less sales tax}} = \text{percentage commission granted} \]
3. Year-to-date payment:
Enter the greater of 1 or 2 =

4. Less previous payments:
   (From line 3 of previous month) =

5. Amount due:
   (Line 3 less line 4) =

   vide sales analysis reports or failure to pay commissions on time shall be cause for termination of this Agreement.

B. Commission payments are due monthly within twenty (20) days after the close of each calendar month.

C. 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 Food and Beverage Committee. 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.

VII. AUTHORIZED VENDOR

VENDOR will be given first priority for food services for all Associated Students of Saddleback 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 Saddleback College or College and also agrees that the Associated Students of Saddleback 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. To sell pre-packaged foods at Angels for the Arts Events. This event is sponsored by the Fines Art Department.
3. Mobile food trucks at construction sites and on other occasions within campus and approved by DISTRICT or college administration

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

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

VIII. 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.

IX. DISTRICT’S 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.

X. EVALUATION OF SERVICE

A. The DISTRICT shall have a food service committee to appraise and evaluate the operations of the VENDOR. 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.

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 Section XXII, Paragraph B of this Agreement.

B. 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:

1. 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.

2. 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, state, and local laws, rules, regulations, and ordinances, including worker’s compensation and equal protection and non-discrimination laws.

XI. 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.

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.

B. 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.

XII. SUPERVISION COORDINATION

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.

XIII. PARKING

Parking at Saddleback College by the VENDOR's employees shall be subject to the same regulations and parking fees as apply to college employees generally.
XIV. **INDEPENDENT VENDOR**

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

XV. **FINANCIAL RECORDS**

It is expressly understood that the *VENDOR* shall maintain financial records reflecting its operations at Saddleback College in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the DISTRICT, the DISTRICT’s independent auditor or the Office of the Auditor General of the State of California at its request. Records, data and documents shall be retained for five (5) years after the end of each contract year.

XVI. **LICENSES**

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 and food vending machines. All licenses and permits shall be obtained, displayed, and paid for by the *VENDOR*.

XVII. **TAXES**

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.

XIII. **INSURANCE**

A. The *VENDOR* shall provide, at its sole expense, general liability insurance including operations, contractual, products, and protective liability subject to the following limits:

1. 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, Saddleback College, the Associated Students of
Saddleback 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.

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

B. These policies shall name the **DISTRICT** 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.

C. **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.

**XIX. HOLD HARMLESS CLAUSE**

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

1. Liability for damages for (i) death or bodily injury to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the **VENDOR** upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the **DISTRICT**, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, employees or agents.

2. Liability for damages for injury to or death of any person(s) or damage to or loss or theft of any property caused by any act, neglect, default of the **VENDOR**, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off **DISTRICT** property.

B. The **VENDOR**, at **VENDOR**'s own expense, cost, and risk shall defend at **DISTRICT**'s request, any and all actions, suits, or other proceedings that may be brought or instituted against the **DISTRICT**, the College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the **DISTRICT**, the
College, the Board of Trustees, Associated Students of Saddleback College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

XX. **ASSIGNMENT/ADVERTISEMENT**

A. This Agreement shall not be assigned by either party in whole or in part for food services without the express written consent of the other party, nor shall the VENDOR have the right to authorize or permit the use of DISTRICT Facilities by third parties without the express written consent of the DISTRICT, and the VENDOR shall not use Facilities for purposes not relating to DISTRICT activities without prior written consent of the DISTRICT.

B. 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.

C. VENDOR is responsible for any associated advertising costs.

   1. Advertising is at the discretion of the VENDOR subject to approval by the DISTRICT which shall not be unreasonably withheld.

XXI. **TERMINATION**

A. Either party shall have the right to terminate the Agreement for any reason upon one-hundred-twenty (120) days’ prior written notice to the other party.

B. If either party breaches a material provision hereof (“Cause”), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

C. In the event that the VENDOR fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

XII. **AMENDMENT**

The terms, conditions, rates and provisions of the Agreement between the DISTRICT and VENDOR may be amended by mutual consent of the parties from time to time by written modification only.
XXIII. **FORCE MAJEURE**

*VENDOR shall notify the DISTRICT immediately of any material delay in performance of specified service or operations and shall specify in writing the proposed revised performance date within five (5) days after the notice of delay. VENDOR shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence.*

XXIV. **NOTICE**

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

**VENDOR:**

**DISTRICT:**

Dr. Debra L. Fitzsimons

Vice Chancellor

South Orange County Community College District

28000 Marguerite Parkway

Mission Viejo, CA 92692-3635

XXV. **NON-DISCRIMINATION**

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

XXVI. **COMPREHENSIVENESS**

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

B. The complete Agreement shall include the Request for Proposals and *VENDOR's Proposal, all bonds, this Agreement and all amendments thereto, Exhibits A and B. The contract documents are complementary and what is called for by any one shall be as binding as if called for by all. In the case of conflict, the terms and conditions of this mutually agreed upon Agreement shall prevail.*
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By ________________________________________________
(Signature)

Dr. Debra L. Fitzsimons
(Print Name)

Vice Chancellor, Business Services
(Title)

Tax Payer ID: _______________________________________

VENDOR

By ________________________________________________
(Signature)

___________________________________________________
(Print Name)

___________________________________________________
(Title)
Exhibit A

SAMPLE

Hours of Operation

When classes are in session:

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Thursday</td>
<td>7:00 am – 9:00 pm</td>
</tr>
<tr>
<td>Friday</td>
<td>7:00 am – 2:00 pm</td>
</tr>
<tr>
<td>Saturday</td>
<td>10:00 am – 2:00 pm</td>
</tr>
</tbody>
</table>

When classes are not in session:

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Thursday</td>
<td>7:30 am – 1:30 pm</td>
</tr>
<tr>
<td>Friday</td>
<td>7:30 am – Noon</td>
</tr>
</tbody>
</table>

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

SAMPLE

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
Exhibit C

Sample Catering and Cafeteria Menus

See Attached
Exhibit D

Coffee Cart/Kiosk