

December 06, 2018

The Governing Board of the Solano Community College District invites you to submit a proposal for Food Services for the period of July 1, 2019 through June 30, 2020.

A detailed Request for Proposal (RFP) for Food Services is enclosed for your information. Please pay particular attention to the "Form of Proposal" that specifies the information required in your response. Also enclosed you will find a diagram of the food service area, a map of Solano College and an instructional calendar for the current year.

Three dates are significant in our Request for Proposals:

1. A **mandatory** pre-proposal conference will be held on Monday, January 7, 2019
2. Your proposal must be received no later than 2:00 pm on Friday, January 25, 2019
3. The Board of Trustees intends to select the Food Service Contractor at its regular meeting on Wednesday, March 20, 2019

Selection will be made on information supplied in your proposal according to criteria listed under "Evaluation Criteria."

A **mandatory** pre-proposal meeting will be held on Monday, January 7, 2019 at 2:00 pm in Room 1404. The purpose of this meeting is to answer questions and familiarize all prospective proposers with the proposal requirements and to tour the food service facility. If you need additional information concerning this meeting or the proposal process, please contact Victoria L. Lamica at 707.864.7259.

Sincerely,

Victoria Lamica

Victoria L. Lamica
Director of Purchasing and Support Services

enclosures

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that the Solano Community College District of Solano County, hereinafter referred to as the District, will receive proposals up to but not later than **2:00 pm, Friday, January 25, 2019** for the

FOOD SERVICE CONTRACT

and such proposals shall be received at the Office of the Director of Purchasing & Support Services, Administration Building, Room 606.

Mailing Address: Solano Community College District
Purchasing & Support Services
4000 Suisun Valley Road
Suisun CA 94585

SPECIFICATIONS: May be obtained from the Office of the Director of Purchasing & Support Services at the above location or address.

PROPOSAL FORM: All proposals must conform and be responsive to the proposal requirements.

PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on Monday, January 7, 2019 at 2:00 pm for the purpose of acquainting all prospective proposers with the proposal requirements and the cafeteria facility.

THE DISTRICT: Reserves the right to reject any or all proposals.

Solano Community College District

By: Victoria Lamica
Victoria L. Lamica
Director of Purchasing & Support Services
Solano Community College District

Suisun, California
Dated: December 6, 2018
Publish Dates: December 13, 2018
December 20, 2018

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INTRODUCTION

The Solano Community College District (SCC) seeks proposals from qualified food service vendors to provide cafeteria and catering services for a one (1) year period from July 1, 2019 to June 30, 2020 with four (4) annual renewal periods. Continuing renewal and cancellation terms shall be negotiated with the successful proposer.

Solano College is a two-year higher education institution and is one of 107 colleges in the California Community College system. More than 10,000 full and part-time students are enrolled in day and evening classes each semester. The regular academic calendar runs approximately from the third week in August through the end of May. Summer school classes are offered Monday to Thursday and run from the end of May through the first week in August. Food service is also provided for the summer sessions. There are no residence halls on campus. The colleges employs 300 full-time faculty and staff and 270 part-time employees.

Food services are offered on a daily basis at the Solano College Suisun Valley campus and catering services frequently requested ranging from coffee service to full course meals. The kitchen facilities are located at the main campus at 4000 Suisun Valley Road in Suisun, CA.

The District will consider renovations, which will improve service and/or make the operation more efficient. Renovations may be minor and/or cosmetic in nature or more significant. The proposals should specify the level of financial responsibility proposers are willing to commit towards any renovations. In addition, the District will consider food service alternatives and product varieties to support a healthy food system. The proposals should include a description of any options, alternatives or innovations for the District.

The District's intent is to provide a quality food service to its clientele at competitive prices. In addition to explaining programs involving "typical" services such as snack bar and cafeteria selections, proposers should outline any programs for specialized or extraordinary services which they propose to make available, either on a continuing basis or promotional basis. It should be understood that as an educational institution, the District feels its food service should contribute to its educational objectives. Well balanced, nutritional meals as well as convenience items should be included in the daily menu.

The District expects proposers to present a complete program for the management of its food service and to include verifiable examples of successful programs. In addition to menus and prices, proposals should include a quality assurance program, promotional programs and décor ideas all in sufficient detail to allow the District to evaluate the intended operation from the standpoint of quality, costs and service.

The current contract expires June 30, 2019. The District expects the Contractor to begin full on-site operations on July 1, 2019.

INSTRUCTIONS TO PROPOSERS

No proposals shall receive consideration by the Solano Community College District (hereinafter "District") unless made in accordance with the following instructions:

1. Deadline for Receipt of Proposal: Proposals must be received by the Director of Purchasing & Support Services, Administration Building, Room 606, Solano Community College District, 4000 Suisun Valley Road, Suisun, CA 94585 **no later than 2:00 pm on Friday, January 25, 2019**. Proposals must be in an envelope marked "Proposal – Food Services." The District suggests that proposals be hand delivered in order to ensure their timely receipt.

No telephone, fax or e-mail proposals will be considered. Proposals received after the time for closing will be returned to the proposer unopened.

2. Pre-Proposal Conference: A mandatory pre-proposal meeting will be held on Monday, January 7, 2019 at 2:00 pm in Room 1404. The purpose of this meeting is to answer questions and familiarize all prospective proposers with the proposal requirements and to tour the food service facility. Representation shall be limited to two (2) individuals from each firm. Due to the importance of all proposers having a clear understanding of the terms and conditions of this solicitation, **ATTENDANCE IS MANDATORY**. Proposals will only be accepted from those proposers who are represented at the pre-proposal meeting. Attendance at the meeting will be noted by the representative's signature on the attendance roster.
3. Requests for Information: Any questions relative to the proposal should be directed to the Director of Purchasing & Support Services, at the address specified for receipt of proposals.
4. Proposal Forms: Proposal must be submitted in the format shown in "Form of Proposal." Proposals in any other form will be considered informal and will be rejected. Conditional proposals will be not considered. Proposals should be clear and, if appropriate, properly indexed. Numbers should be stated in figures, typewritten, and the signatures of all individuals must be in long hand. The completed forms should be without alterations, or erasures. Proposals must be submitted with the proposer company's name and with authorized signature(s) in envelopes, clearly marked with the title (Food Services) and closing date.
5. Execution of Forms: Each proposal must give the full business address of the proposer and must be signed by the proposer with his or her usual signature. Proposals by partnerships must furnish the full names of the all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A proposer's failure to properly sign required forms might result in rejection of the proposal.

6. Withdrawal of Proposals: Proposals may be withdrawn by the proposers to the time fixed for the opening of proposals, but may not be withdrawn for a period of forty-five (45) days after the opening of proposals. A successful proposer shall not be relieved of the proposal submitted without the District's consent.
7. Addenda or Bulletins: Any addenda or bulletins issued during the proposal process shall form part of the specifications issued to proposers for the preparation of their proposals and shall constitute part of the Contract Documents.
8. Site Visit and Oral Presentation: District staff and students may visit sites of the proposers. Proposers will be given at least twenty-four (24) hours notice of the visit. The proposers may be requested to give an oral presentation to the District staff and students at the site visit.
9. Basis of Award: Each proposer shall submit, as part of their proposal, complete specifications and detailed descriptions of the services and items they propose to supply under this contract. The District's decision as to the award of the contract will be based on the specific actions and qualifications of the proposer. Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the District based on the evaluation factors set forth in the solicitation. Food prices, although a consideration, will not be the sole determining factor.
10. Award of Contract: The contract will be awarded within sixty (60) calendar days after opening proposals to the most responsive proposer subject to the approval of the Governing Board. The time for awarding the Contract may be extended by the District with the consent of the most responsive proposer.
11. Execution of Agreement: The successful proposer shall, within ten (10) calendar days of notice of award of the agreement, sign and deliver to the District the executed agreement along with the bonds and certificates of insurance required by the RFP Document. In the event the proposer to whom an award is made fails or refuses to execute within ten (10) calendar days from the date of receiving notification that the agreement has been awarded to the proposer, the District may award the work to the next most responsive proposer, or may reject all proposals and call for new proposals. The agreement and other documents are subject to the approval of the District and its legal counsel.

SCHEDULE OF KEY EVENTS

1. Issue of Request for ProposalDecember 6, 2018
2. Mandatory pre-bid meeting & inspection of premises January 7, 2019
3. Bids must be received by.....2:00 pm, January 25, 2019
4. Bids will be opened.....2:01 pm, January 25, 2019
5. Proposal evaluation completed and short-list interviews.. no later than February 11, 2019
6. Recommendation for Board approval March 20, 2019
7. Commencement of servicesJuly 1, 2019

PROPOSER QUALIFICATIONS

Proposals are being solicited from firms that are in the business of providing services as listed in this Request for Proposal. Proposals shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of the proposal.

1. Evidence of the successful operation of a college food service facility under a contractual arrangement and provide a listing of those food service contracts currently operated in the United States with the names, addresses and telephone numbers of responsible institutional representatives.
2. Complete statement illustrating organization, financial resources, and other resources sufficient to provide necessary backing to recruit personnel, establish and operate a food service operation in the magnitude described in these specifications.
3. Provide a brief description of your Company.
4. Provide a narrative describing the ability and experience of your firm to perform the terms and conditions of this RFP.
5. Provide information on your firm's approach to the proposal and indicate any options, alternatives or innovations in providing food services for the District.
6. Highlight the major features of the proposal and identify any supporting information pertinent to the proposal.
7. Provide a narrative description of any computer software of your firm's computerized accountability and financial system.
8. Describe the transition plan you would suggest be implemented.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

Menu Quality and Variety

1. Menu cycle as submitted with the proposal.
2. Demonstrated ability to respond to seasonal menu preferences, changing student/staff expectations and to be innovative with specialized menus and food items.
3. Portion size and selling price.

Student/Staff Satisfaction Methods

1. Formalized methods of evaluating student/staff satisfaction on a continuing basis.
2. Use of regularized procedures to consider student/staff input in daily operations.

Management Capabilities and Other Services

1. Demonstrated success in operating services at similar institutions.
2. Use of promotional techniques to encourage student/staff interest and patronage of food service.
3. Demonstrated ability to provide continuing quality food and service.

Company Qualifications, Management Personnel, Financial Stability

1. Evaluation by current and former clients in terms of program evaluation and qualifications
2. Credentials and background of unit management personnel and regional managers.
3. Available services of personnel trained in nutrition and/or certified dietitian.
4. Evaluation of company's financial position and stability.
5. Demonstrated effectiveness in hiring a diverse staff.

Financial Proposal

1. Comprehensive evaluation of financial terms and conditions.
2. Ability to make and finance realistic renovations or other improvements to the food service area in addition to providing solid management and quality service at competitive prices to surrounding community.

FORM OF PROPOSAL

Your proposal should include the following information in the order specified. If the proposer fails to provide any of the following information, the District may, at its sole option, ask the proposer to provide the necessary information, evaluate the proposal without the missing information or reject the proposal.

1. Complete the Proposal Certification on Page 12 of this RFP packet.
2. Proposers must complete the Food Service Proposed Pricing Form (Attachment #1). Prices quoted will be incorporated into the food service contract with appropriate adjustments for serving size, etc if necessary.
3. Provide information concerning typical menu cycle you intend to propose for service line meals. Include portion sizes and prices for entrees, vegetables, breads and rolls, soups, salads, desserts and beverages.
4. Submit a sample catering menu including, among others, prices for coffee and pastry. Specify surcharge for table services, if any.
5. The District recognizes the preference of many people for low fat, high fiber, and vegetarian foods. Specify how this will be addressed.
6. Explain your company's proposal for determining the level of customer satisfaction and securing customer input. Be as specific as possible, citing successful programs at other institutions.
7. Outline your marketing and advertising plans and describe how it is tailored to the District's students, faculty and staff. Include discounts and promotions.
8. List of accounts (company names, key personnel, addresses and phone numbers) where the proposer is providing food service under a food service contract similar to the one being proposed for the District. Please indicate the number of years at each location.
9. An organization chart showing the proposer's management team for handling District food services, including identification of key personnel. Submit job descriptions for the manager and other staff.
10. How do you schedule breaks and lunches to assure adequate staffing during peak hours?
11. Describe your intentions regarding the use of student employees, the positions available to them and the number of weekly hours you are budgeting for student employment.
12. The company's affirmative action plan, report or other document demonstrating success in hiring a diverse staff that represents the community being served.
13. Submit your most recent independent audit report and/or other evidence of financial stability.
14. Describe your firm's proposal for improvements and renovations of the food service area and any financial contribution to this effort your firm will make.
15. Describe your knowledge of or current relationship with branded food service operations.

16. In consideration of the facilities, services, maintenance, and equipment furnished by the College, the proposer shall return to the District a commission of _____ percent on the gross food services sales realized by the contractor for the cafeteria food sales, to be paid monthly to the District no later than the 20th day of the current month.
In addition, please indicate the following:
- A. Are you willing to sub-contract or work with other vendors to provide food to students, staff and guests of the District? If YES, describe under what terms and conditions you would be willing to do so.
 - B. Would you be willing to contribute to an annual scholarship to student/s enrolled at Solano Community College?
 - C. Would you be willing to occasionally provide food, beverages and service for college events at no cost to the District?
17. The Associated Students of Solano College (ASSC) currently maintains an exclusive contract with a national soft drink company. The sales of all soft drinks at the College will be restricted to those brands distributed by the selected soft drink company. The District reserves the right to impose this or any similar restriction at any time throughout the term of the contract.
18. The District would like to be notified, in advance, of changes affecting the on-site food service manager.
19. The proposer shall at all times maintain on duty, at the College, an adequate staff of employees for efficient operation.
20. Proposer will be expected to provide for the cleaning and maintaining of a sanitary environment in the kitchen, the dish washing areas for pots and pans, the food loading dock areas, the cafeteria serving line area and the walls, windows, and ceilings in all food service areas. The proposer will also provide for the bussing of tables, cleaning table tops, emptying refuse receptacles and, when necessary, cleaning up spills. The District will provide daily cleaning and maintenance necessary for the floor surfaces in the dining areas.
21. The District shall furnish for the use of the proposer all space, furniture and fixtures necessary, in the opinion of the District to enable the proposer to perform services under this proposal. The District shall, at its own expense, maintain and repair all plumbing, heating, air conditioning, and electrical systems necessary to enable the proposer to perform services. The District shall maintain and repair all equipment and replace such furniture and fixtures, exclusive of vending machines, as it deems necessary.
22. The cafeteria will be open on all days during the academic year and summer sessions when classes are scheduled. A current Schedule of Classes is attached for your information. Specific daily hours of operation shall be agreed upon with the College. Classes are generally scheduled from 8:00 am to 10:00 pm, Monday – Friday, and 9:00 am to 12 Noon on Saturday.

PROPOSAL CERTIFICATION

The undersigned certifies that our firm (check one) _____ IS or _____ IS NOT currently debarred, suspended or proposed for debarment by any federal or state entity. The undersigned agrees to notify the Solano Community College District of any change in this status, should one occur, until such time as an award has been made under this solicitation action.

In compliance with the Request for Proposals for Food Services and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specification/scope of work.

(Firm name)

(Street address)

(City, state, zip)

(Phone number)

(Fax number)

(E-mail address)

(FED ID #)

BY:

Signature

Name & Title

Date

SOLANO COMMUNITY COLLEGE DISTRICT
FOOD SERVICE PROPOSAL

Proposed Pricing Form (Attachment 1)

| <u>ITEM</u> | <u>PORTION</u> | <u>PROPOSED PRICE</u> |
|---------------------------------|----------------|-----------------------|
| <u>Breakfast</u> | | |
| Toast | 2 slices | _____ |
| Bagel | 1 | _____ |
| Muffin | 1 | _____ |
| Danish | 1 | _____ |
| Omelette | 2 eggs | _____ |
| One Egg | 1 | _____ |
| Bacon | 2 slices | _____ |
| Cereal | 1 box | _____ |
| <u>Beverages</u> | | |
| Milk | 8 oz | _____ |
| Tea | 8 oz | _____ |
| Coffee | 8 oz | _____ |
| | 12 oz | _____ |
| | 16 oz | _____ |
| Mocha | 8 oz | _____ |
| | 12 oz | _____ |
| | 16 oz | _____ |
| Latte | 8 oz | _____ |
| | 12 oz | _____ |
| | 16 oz | _____ |
| Refillable cup-discount per cup | | _____ |
| Hot chocolate | 8 oz | _____ |
| Fresh juice – orange | 8 oz | _____ |
| | 12 oz | _____ |
| apple | 8 oz | _____ |
| | 12 oz | _____ |
| pineapple | 8 oz | _____ |
| | 12 oz | _____ |
| Bottled water | .5 liter | _____ |
| | 1 liter | _____ |
| | 1.5 liter | _____ |
| Soda (cup) | 8 oz | _____ |
| | 12 oz | _____ |
| | 16 oz | _____ |
| Soda (can) | 12 oz | _____ |
| Snapple | 16 oz | _____ |
| | 32 oz | _____ |
| <u>Fruit</u> | | |
| Apple | 1 | _____ |
| Banana | 1 | _____ |
| Orange | 1 | _____ |
| <u>Grill</u> | | |
| Hot Dog | 1/8 lb (meat) | _____ |

| | | |
|---------------------------|-------|-------|
| Hamburger | ¼ lb | _____ |
| Cheeseburger | ¼ lb | _____ |
| Grilled Cheese | 2 oz | _____ |
| French Fries | 5 oz | _____ |
| | 8 oz | _____ |
| Pizza (cheese) | small | _____ |
| Pizza (pepperoni/sausage) | small | _____ |

Deli

| | | |
|---------------|--------|-------|
| Roast Beef | 3.5 oz | _____ |
| Turkey | 3.5 oz | _____ |
| Sliced Ham | 3.5 oz | _____ |
| Tuna Salad | 3.5 oz | _____ |
| Seafood Salad | 3.5 oz | _____ |

Salad Bar

| | |
|-----------------|-------|
| 1 oz – includes | _____ |
| | _____ |
| | _____ |

Hot Entrees

| | |
|--|-------|
| Entrees (to be served w/ starch & vegetable) | _____ |
|--|-------|

Side Orders

| | |
|----------------------|-------|
| Potato | _____ |
| Vegetable | _____ |
| Meat (or extra meat) | _____ |
| | _____ |
| Cream cheese | _____ |
| Sour cream | _____ |
| Cheese | _____ |

Soup

| | | |
|----------|-------|-------|
| Small | 8 oz | _____ |
| Large | 12 oz | _____ |
| Chowders | 8 oz | _____ |
| | 12 oz | _____ |

FOOD SERVICES AGREEMENT

This AGREEMENT was made this _____, 2019 between the SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and NAME OF PROVIDER OF FOOD SERVICES, a private corporation, hereinafter referred to as "SERVICE PROVIDER".

WHEREAS, the DISTRICT desires to secure the services of the SERVICE PROVIDER in providing food, beverage, and related services for students, faculty, staff, and guests of Solano Community College at the cafeteria location in the Student Union Center, Building 1400 and elsewhere on the campus as may be agreed upon; and

WHEREAS, the SERVICE PROVIDER is willing to provide such food, beverage, and related services upon the terms and conditions hereafter set forth; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Scope of Agreement:** The DISTRICT hereby retains the SERVICE PROVIDER to provide retail food operations. The SERVICE PROVIDER shall manage and operate food, dining, and hot coffee services, and produce, prepare and/or sell food, non-alcoholic beverages, and frozen confections to such persons at such locations within the Solano Community College Fairfield Campus. The SERVICE PROVIDER agrees to provide food services/catering to the Vallejo Center located at 545 Columbus Parkway, Vallejo, CA, with hours of operation to be mutually agreed upon with the DISTRICT. The DISTRICT and SERVICE PROVIDER will evaluate usage and determine if a similar food/catering services shall be provided at the Vacaville Center, 1951 N. Village Parkway, Vacaville, CA.
2. **Term:** The term of this Agreement shall commence on July 1, 2019 and shall continue for a period of three (3) years from said date, with the provision that either party upon not less than ninety (90) days written notice to the other may terminate this Agreement at any time. Immediately following the initial term, the Superintendent/President, with the Governing Board approval, may extend the term of the Agreement.

FOOD SERVICES AGREEMENT

3. **Furniture, Fixtures and Equipment:** The DISTRICT shall furnish, at its own expense, for the use of the SERVICE PROVIDER, all existing space, furniture, and fixtures necessary, in the opinion of the DISTRICT, to enable the SERVICE PROVIDER to perform its services under this Agreement. The DISTRICT shall, at its own expense, maintain and repair all plumbing, heating, air conditioning, and electrical systems necessary to enable the SERVICE PROVIDER to perform its services under this Agreement and shall maintain, repair all equipment and replace such furniture and fixtures, exclusive of vending machines, as it deems necessary. Ownership of such property shall remain with the DISTRICT and upon termination of this Agreement, the SERVICE PROVIDER shall return to the DISTRICT all furniture, fixtures, and equipment furnished to it at any time by the DISTRICT, in good condition, allowing for ordinary wear and damage by fire or the elements.

4. **Commission:** The SERVICE PROVIDER hereby agrees to pay to the DISTRICT at 4000 Suisun Valley Rd., Attn: A/R, Fairfield, CA 94534-3197 a monthly commission based upon gross sales. As used in this article, "gross sales" shall mean the total revenue from all sales made by the SERVICE PROVIDER under this Agreement, but shall not include that portion of gross income that represents California sales tax. The SERVICE PROVIDER shall pay the DISTRICT a monthly commission, in a sum equal to seven percent (7%) of gross sales of food and beverages at the Fairfield campus in accordance with the proposal. Such sums shall be paid on a monthly basis, with the commission for the current month being due and payable to the DISTRICT by the 15th day of the following month. The SERVICE PROVIDER shall also provide, on a monthly basis, a detailed sales report to be furnished to the Director of Purchasing and Support Services, Finance

FOOD SERVICES AGREEMENT

& Administration Office.

5. **Utilities and Refuse Disposal:** The DISTRICT shall furnish the SERVICE PROVIDER water, refuse disposal and any repair of major equipment owned by the DISTRICT. The SERVICE PROVIDER, in consultation with the DISTRICT Facilities Department shall pay for its own telephone services to the food service facilities.
6. **Cleaning and Maintenance of Premises:** The SERVICE PROVIDER shall clean and maintain the entire kitchen, the dishwashing area for pots and pans, the food loading dock area, the cafeteria serving lines area, the walls, windows and ceilings in all food service areas. The DISTRICT shall provide once, each workday, at its own expense, all cleaning, waxing and maintenance for the floor surfaces in the dining areas.
SERVICE PROVIDER will:
 - a) Shall bus tables in the dining areas, empty refuse receptacles and clean-up spills, when necessary; and
 - b) Will comply with all JCAHO regulations, federal, state and local health codes and regulations governing sanitation, infection control and the preparation, handling and serving of foods, and will procure and keep in effect all necessary licenses and permits required by law; and
 - c) Supply appropriate cleaning supplies and will be responsible for cleaning cafeteria work and indoor areas, including all catering clean-up and set-up, floors and all equipment necessary to perform duties; and
 - d) Will make sure that each piece of equipment is operating in a proper and safe manner, train personnel in the proper use and maintenance of equipment prior to its use; and
 - e) Agrees to dispose of all hazardous waste, in accordance with prescribed policies and procedures and all personnel have the proper training in the handling and disposal of said hazardous waste materials; and
 - f) Will comply with all campus recycling programs.
7. **Multiple Uses:** With reasonable notice to the SERVICE PROVIDER, the DISTRICT shall have the right to make such academic, administrative or

FOOD SERVICES AGREEMENT

recreational use of the dining room as, in the opinion of the DISTRICT, shall be appropriate and consistent with the SERVICE PROVIDER's food service obligations under this Agreement. The expense of preparation for and cleaning after such use and restoring dining room area furniture and equipment to its original location, shall be borne by the DISTRICT.

8. **Hours of Operation and Pricing:** The SERVICE PROVIDER shall provide services under this Agreement during the periods when the College is in session. Hours of operations and pricing of goods and services under this Agreement shall be determined by the SERVICE PROVIDER, subject to approval by the DISTRICT. (Attachment: Solano Community College, 2019-20 Academic Calendar) The SERVICE PROVIDER agrees to all pricing requirements, as mutually agreed upon and selling prices and portion size shall be firm for at least one (1) year after the commencement of the Agreement. All requests for any pricing and portion size increases/decreases will be presented to the District's Director of Purchasing and Support Services, in writing forty-five (45) days prior to the desired date of implementation of requested changes.
9. **Duties of the SERVICE PROVIDER:** The SERVICE PROVIDER agrees to perform the following:
 - a) To manage and operate food and dining services and to procure, prepare and sell food and beverages, to such persons at the following locations: Fairfield main campus; the Vallejo and Vacaville centers, and elsewhere as mutually agreed upon. Without limiting the generality of the foregoing, it is agreed that the services to be rendered by the SERVICE PROVIDER hereunder shall include the preparation, service, and sale of food for breakfast, luncheon, dinner, banquet, picnic and any other catered affairs and special occasions as the DISTRICT may direct and schedule upon the receipt of an official purchase order for said such events.

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- b) Employ, train and maintain a regular staff of employees for the proper operation of the food service program under this Agreement. All such regular staff shall be the employees of the SERVICE PROVIDER and all hiring, supervision, training, assigning of duties and termination of employment shall be at the direction of the SERVICE PROVIDER. To the fullest extent possible, the SERVICE PROVIDER shall utilize the services of college students for positions such as, but not limited to waiters, waitresses, kitchen and dining room custodial.
- c) The SERVICE PROVIDER will appoint the account manager to work with the DISTRICT's Food Services Committee chaired by the Director of Purchasing and Support Services.
- d) Prepare and file all reports and returns required by any governmental agency with respect to operations under this Agreement.
- e) Collect, retain and account for the proceeds of all sales made under this Agreement.
- f) Promptly pay and discharge the costs and expenses of management and operations under this Agreement.
- g) In consultation with the DISTRICT, prepare menus relating to operations under this Agreement.
- h) Provide complete administrative and on-site local supervision of all operations under this Agreement.
- i) Obtain and maintain in force, during the term of this Agreement, such insurance as required in Section 12 of this Agreement.
- j) Furnish accounting, statistical and dietetic services such as may be deemed necessary by the DISTRICT in connection with the operations under this Agreement.
- k) Procure all pest control, fire extinguishers, laundry, linen and any other services

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necessary for safe, healthy and clean operations under this Agreement.

- l) Replacement of all china, glassware, flatware, cooking utensils, pots and pans, either through wear, breakage, loss or theft, by the SERVICE PROVIDER as a cost of operation under this Agreement.
 - m) Promptly report all malfunctioning equipment, for which the DISTRICT is responsible to the DISTRICT's Facilities Department.
 - n) Promptly report the loss of and/or damage to DISTRICT property to the College Police Services Department and DISTRICT's Finance and Administration Office in accordance with written procedures.
 - o) Contribute two (2) - \$500 scholarships annually for full-time students enrolled in the DISTRICT.
 - p) Provide one (1) - \$500 value of in-kind catering annually to the Office of the Superintendent/President and one (1) - \$500 value of in-kind catering annually to the ASSC for use towards a campus-wide celebration or event.
10. **Bonding:** The SERVICE PROVIDER agrees to procure and maintain in force, during the term of this Agreement, a fidelity performance bond, or other form of security acceptable to the DISTRICT in the amount of \$20,000 to insure performance of all services to be provided under this Agreement. Such bond or other form of security must be current and paid during the term thereof. Such performance bond or other form of security shall be submitted to the Vice President, Finance & Administration upon award of this Agreement by the Governing Board, prior to the beginning of operations under this Agreement.
11. **Indemnity and Insurance Requirements:**
- a) **Hold Harmless.** The SERVICE PROVIDER agrees to indemnify, defend and hold harmless the DISTRICT, its Governing Board, officers, agents and employees, individually and collectively, from all claims, liabilities, damages, losses, costs and expenses arising out of alleged bodily and personal injury, mental anguish and/or

FOOD SERVICES AGREEMENT

suffering to or death of persons or damage resulting from the alleged negligent acts and/or performance of services rendered by the SERVICE PROVIDER, its employees or agents under this Agreement.

- b) Auto and Liability Insurance. The SERVICE PROVIDER shall procure and maintain in force, during the term of this Agreement, insurance policies providing liability protection for owned and hired vehicles, personal injury, bodily injury, products, contractual and property damage liability. Such policy or policies shall have a combined single limit in a minimum of \$1 million per occurrence. An endorsement to such policy or policies shall provide for a written thirty (30) day notice to the DISTRICT of any intended substantial change in or cancellation of such policy or policies and naming the DISTRICT as an additional insured. Such endorsements shall be secured immediately upon the execution of this Agreement. The appropriate certificates shall be furnished to the DISTRICT's Vice President, Finance and Administration verifying such coverage and endorsement.
- c) Rating. The above named insurance coverage shall be carried with companies having an A.M. Best's rating acceptable to the DISTRICT.
- d) Workers' Compensation Insurance. The SERVICE PROVIDER shall provide Workers' Compensation insurance, as required by the State of California for all of its SERVICE PROVIDER's employees. Such insurance shall be maintained and in force during the term of this Agreement. The SERVICE PROVIDER shall provide proof in the form of a certificate to the DISTRICT verifying such coverage. Such policy or policies shall contain an endorsement providing for a thirty (3) written notice to the DISTRICT of any intended substantial changes in or cancellation of such policy or policies. Such endorsement shall be secured immediately upon execution of this Agreement.
- e) Notification of Claims. The SERVICE PROVIDER shall notify the DISTRICT's Vice President, Finance & Administration of any and all liability claims arising out of the

FOOD SERVICES AGREEMENT

SERVICE PROVIDER's performance of duties as required by this Agreement.

Such notification shall be made within five (5) days of the receipt of such a claim by the SERVICE PROVIDER.

12. **Basis of Operations and Accounting:** The SERVICE PROVIDER agrees to maintain at its principal office located at Enter Address of the SERVICE PROVIDER, complete and accurate records of all income receipts, disbursements and expenses of the business and operations carried on hereunder. Such records, together with all receipts, invoices, papers, bills, books of account and related data shall be retained by the SERVICE PROVIDER for the period required by applicable State and Federal laws or for seven (7) years after the close of a year's activity and shall be available, at reasonable times for inspection and/or audit by the DISTRICT or its Agent(s), at the DISTRICT's expense, with the assistance of the SERVICE PROVIDER, if requested by the DISTRICT.

The SERVICE PROVIDER agrees to operate hereunder on the basis of twelve (12) monthly accounting periods from July 1st to June 30th, each year inclusive. The SERVICE PROVIDER shall furnish the DISTRICT's Vice President, Finance & Administration with a complete and accurate accounting statement on a monthly basis showing at a minimum the food costs, labor and supply costs, as well as gross revenue figures. The DISTRICT shall have the right to review the sales for any given period of time (day, week, month, etc.).

13. **Gross Receipts:** The term "gross receipts" as used in this Agreement is hereby defined as the total cash receipts from all sales and other services made and performed under this Agreement, excluding the sales tax.
14. **Settlement of Accounts:** For the purposes of this Agreement, the first such year shall be defined as the period of time commencing on July 1, 2019 and ending June 30, 2020; thereafter each and every fiscal year commencing on July 1st and ending June 30th. Upon any termination of this Agreement, whether or not

FOOD SERVICES AGREEMENT

at the end of an accounting period, there shall be a full accounting between the parties as of the effective date of termination, in accordance with the provisions of the Agreement. All amounts determined to be from the SERVICE PROVIDER on the basis of such accounting shall be paid within fifteen (15) calendar days.

15. **Suspension of Operations:** The SERVICE PROVIDER's operation under this Agreement may, at the election of either party, be suspended during any period of time while it shall be impractical to conduct such operations by reason of labor disputes, natural disasters, emergencies, closure of campus, civil disorders or any other reasons beyond the control of either parties.
16. **Assignment:** This Agreement shall not be assignable by either party without the prior written consent of either party.
17. **Notices:** All written notices provided for the purposes of this Agreement shall be delivered by U.S. certified or registered mail, postage pre-paid to the following address: SERVICE PROVIDER'S name and address and the DISTRICT's shall be delivered to the following address: Solano Community College District, Vice President, Finance & Administration, 4000 Suisun Valley Road, Fairfield, CA 94534-3197. Each party may change its notice address for the purpose of receipt of notices hereunder by giving written notice to the other party of such change.
18. **Merger:** This writing is intended both as the final expression of this Agreement between parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement, pursuant to the Code of Civil Procedures, Section 1856. No modification is evidenced by a writing signed by both parties.
19. **Nondiscrimination:** The SERVICE PROVIDER shall comply with all applicable federal, state and local laws, rules, regulations in regard to nondiscrimination in employment because of race, creed, color, sex, sexual orientation, age, national origin, or disability (physical limitation).

FOOD SERVICES AGREEMENT

- 20. **Severance:** In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof and the remaining provisions hereof shall continue to be valid and fully enforceable.

- 21. **Conflict of Interest:** The SERVICE PROVIDER promises that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services described hereunder. The SERVICE PROVIDER further promises that in the performance of this Agreement no person having any such interest shall be employed.

- 22. **Status of the SERVICE PROVIDER and it's Personnel:** In the performance of its duties under this Agreement, the SERVICE PROVIDER shall serve as an Independent SERVICE PROVIDER and not otherwise. Any regular staff engaged in the operations and performance of services described hereunder shall be employees of the SERVICE PROVIDER and not the employees of the DISTRICT for the purpose, and all such regular staff shall be under the supervision, direction and control of the SERVICE PROVIDER. All employees shall be subject to the rules and regulations of the DISTRICT and shall comply with the health and sanitation and the handling and disposal of any hazardous waste product regulations of any applicable government agency. The SERVICE PROVIDER further agrees to comply with all applicable federal, state and local laws, rules and regulations.

- 23. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the date below:

SOLANO COMMUNITY COLLEGE DISTRICT SERVICE PROVIDER

By: _____ Date: _____ By: _____ Date: _____



Solano Community College District 2019-20 Academic Calendar

SUMMER 2019

| JUNE 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| JULY 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| AUGUST 2019 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

FALL 2019

| AUGUST 2019 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| SEPTEMBER 2019 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| OCTOBER 2019 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| NOVEMBER 2019 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 27 | 28 | 29 | 30 | 31 |

| DECEMBER 2019 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

SPRING 2020

| JANUARY 2020 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| FEBRUARY 2020 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

| MARCH 2020 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| APRIL 2020 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| MAY 2020 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

LEGEND

| SUMMER 2019 | |
|---|------------------------|
| June 3 – August 1 | |
| Six-week Session -- June 10 – July 18 | |
| Eight-week Session -- June 10 – August 1 | |
| Nine-week Classes -- June 3 – August 1 | |
| FALL 2019 | |
| August 12 – December 15 | |
| Eight-week Session I -- August 12 – October 7 | |
| Eight-week Session II -- October 9 – December 8 | |
| Flex Day (Optional) | August 8, October 8 |
| Flex Day (Required) | August 9 |
| Finals Week | December 9-15 |
| SPRING 2020 | |
| January 13 – May 21 | |
| Eight-week Session I -- January 13 – March 13 | |
| Eight-week Session II -- March 14 – May 14 | |
| Flex Day (Optional) | January 9, February 13 |
| Flex Day (Required) | January 10 |
| Flex Days (Optional) | March 10 |
| Evening Class Finals Begin | May 14 |
| Finals Week | May 15-21 |
| Commencement | May 21, 2020 |
| Flex Day (Optional) | |
| Flex Day (Required) | |
| No Classes | |
| State Mandated Holiday | |
| District Holiday | |

NUMBER OF INSTRUCTIONAL DAYS (M-F)

| | M | T | W | Th | F | Total |
|-------------|----|----|----|----|----|-------|
| Fall 2019 | 15 | 16 | 16 | 16 | 16 | 79 |
| Spring 2020 | 15 | 16 | 17 | 16 | 15 | 79 |

FINAL EXAMINATION DAYS (M-F)

| | M | T | W | Th | F | Total |
|-------------|---|---|---|----|---|-------|
| Fall 2019 | 1 | 1 | 1 | 1 | 1 | 5 |
| Spring 2020 | 1 | 1 | 1 | 1 | 1 | 5 |

FLEX DAYS

| | |
|--------------|----------|
| Fall 2019 | 3 |
| Spring 2020 | 4 |
| TOTAL | 7 |

WEEKEND CLASS DAYS INCLUDING FINALS

| | Sat |
|-------------|-----|
| Fall 2019 | 16 |
| Spring 2020 | 16 |

HOLIDAYS

| HOLIDAYS | State Mandated | Declared by SCCD |
|-----------------------------|------------------|--------------------------------|
| Independence Day | July 4 (Th) | |
| Labor Day | September 2 (M) | August 31 - September 1 (S-Su) |
| Veterans Day (observance) | November 11 (M) | |
| Thanksgiving Day | November 21 (Th) | November 22-24 (F-Su) |
| Winter Break | | December 19 - January 2 (Th-W) |
| Martin Luther King, Jr. Day | January 20 (M) | |
| Lincoln Day | February 14 (F) | February 15-16 (F-Su) |
| Washington Day | February 17 (M) | |
| Spring Break | | April 6 (M) - 12 (Su) |
| Memorial Day | May 25 (M) | |