



West Valley-Mission  
Community College District

# RFP #11-2425 Dining Services Management

Issue Date: September 23, 2024

Title: Dining Services Management – Request for Proposals (the “RFP”)

Proposal Due Date: **Friday, November 22, 2024, 4:00 p.m. Pacific Time**

Issuing Representative: Mr. Michael Robins  
Executive Director of General Services (“Issuing Representative”)  
West Valley-Mission Community College District (“District”)  
14000 Fruitvale Avenue  
Saratoga, CA 95070  
Michael.robins@wvm.edu

Contract Commencement: June 1, 2025 (“Commencement Date”)

All inquiries for information must be directed to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu) as allowed for in Sections 4 and 6.A.4 of this Request for Proposals (“RFP”). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. Brailsford & Dunlavey is assisting the District with this solicitation process.

All solicitation documents are available for review or download via the following link: <https://www.wvm.edu/services/general/bids.html>. All addenda will be available via this link should they be needed.

**Responses to this RFP must be submitted by Friday, November 22, 2024, at 4:00 p.m. PT, as further described in Section 6.A.2 below.**

In compliance with this RFP and to all the terms and conditions stated herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the Services (as defined herein) in accordance with its response to this RFP (“Proposal”) or as mutually agreed upon by subsequent negotiations. The undersigned further agrees that he/she has the authority to contractually bind Respondent.

**Name and Address of Respondent (the “Respondent”):**

**Name:** \_\_\_\_\_ **Authorizing Officer:** \_\_\_\_\_  
Company Name Printed Name

**Address:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
Street City, State, Zip

**Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Federal Taxpayer Identification Number:** \_\_\_\_\_

This RFP is issued by the West Valey-Mission Community College District, a California Community College District. This RFP contains proprietary and confidential information about the District, which is provided for the sole purpose of permitting the recipient to respond to this solicitation. In consideration of receipt of this RFP, the recipient agrees to maintain such information in strict confidence, using procedures and methods that are commercially reasonable and not less stringent than those it uses to protect its own proprietary and confidential information, and not to reproduce or otherwise disclose the information to any person outside those directly responsible for responding to its contents.

**THIS RFP IS A SOLICITATION FOR PROPOSALS AND NOT A CONTRACT OR OFFER TO CONTRACT.**

**THIS PAGE MUST BE SIGNED AND RETURNED WITH RESPONDENT’S PROPOSAL**

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**ATTACHMENTS** (Each attachment is available via this link: <https://www.wvm.edu/services/general/bids.html>.)

Attachment A	Pre-proposal Meeting Registration Form
Attachment B	Dining Facilities Floor Plans
Attachment C	Dining Services Sales Report
Attachment D	Draft Contract
Attachment E	Financial and Operating Responsibilities Summary
Attachment F	Campus Dining Initiative with Community Web-Based Survey Results
Attachment G	Current Dining Operating Hours
Attachment H	Servery and Kitchen Equipment Inventories

### IMPORTANT LINKS

West Valley-Mission Community College District:

[West Valley-Mission CCD Website](#)

[West Valley-Mission CCD Strategic Initiatives and Planning](#)

West Valley College:

[West Valley College Website](#)

[West Valley College Strategic Planning](#)

[West Valley College Academic Calendar](#)

[West Valley Dining Operating Hours](#)

[West Valley Campus Map](#)

Mission College:

[Mission College Website](#)

[President's Priorities](#)

[Mission College Academic Calendar](#)

[Mission Dining Operating Hours](#)

[Mission Campus Map](#)

## 1. INTRODUCTION AND PURPOSE

The purpose of this Request for Proposals (“RFP”) is to secure a dining services operating contract (“Contract”) with a highly qualified foodservice management company (“Contractor”) that will provide the students, staff, faculty, and guests of the two colleges of the West Valley-Mission Community College District (“District”) with campus dining operations that meet high industry standards and where food quality, manner of service, program and menu diversity, and value to the customer are the primary considerations. The District expects to select one (1) Contractor with whom it will execute a five-year contract.

The District is making significant investments in its programs, facilities, and services to create an improved student experience, both academically and outside the classroom, that will prepare students for successful careers and meaningful lives. The District recognizes that its dining program should be a differentiator and a bigger part of this endeavor, and its chosen Contractor should be an invested partner in driving student success. Specifically, **the District intends to offer a partial declining balance meal plan to every student enrolled in person at either college to help it achieve its dining program goals**, which include reducing food insecurity among students, offering more diverse and higher quality food options, and providing expanded and more convenient dining services. To achieve these goals, the District recognizes that its chosen Contractor will need sufficient sales to drive the necessary improvements and realize a reasonable profit; therefore, **it is willing to contribute approximately \$2.5 million per year starting in FY 2025-26 (July 1, 2025, to June 30, 2026) to fund a declining balance meal plan program for eligible students. These funds can only be used by students at on-campus dining locations. While funding levels for future years are not guaranteed, the District anticipates increasing the annual contribution during the term of the five-year contract.**

The District invites qualified foodservice management companies, hereafter referred to as “Respondents,” to submit Proposals to operate the Services (as defined herein) in accordance with the terms, conditions, and specifications that follow. Proposals will be accepted until **Friday, November 22, 2024, 4:00 P.M. Pacific Time**. Additional details regarding the RFP schedule are provided in Section 2 below.

Brailsford & Dunlavey, Inc. (“B&D”) is assisting the District with this dining solicitation process. Respondents will receive regular communications from B&D and should respond as directed.

The Contract resulting from this RFP will not, nor is intended to, create a partnership, ownership interest, or joint venture agreement between the District and Contractor.

## 2. RFP SOLICITATION DESCRIPTION AND IMPLEMENTATION TIMELINE

The District intends to proceed quickly yet responsibly through the solicitation and award processes. Respondents are required to comply with the following activities and associated deadlines:

Process Steps	Date
1. Request for Proposals (RFP) made available to Respondents	September 23, 2024

2. Respondents return Pre-proposal Meeting Registration Forms	October 4, 2024
3. <b>Mandatory Pre-proposal meeting and site tours</b>	<b>October 16, 2024</b>
4. Additional tours available to Respondents by appointment (M-F only)	October 17-25, 2024
5. Respondents' questions about this RFP due to District	October 30, 2024
6. Respondents' questions answered by District	November 6, 2024
7. <b>Respondents' Proposals due to District by 4:00 p.m. PT ("Due Date")</b>	<b>November 22, 2024</b>
8. Short list of Respondents selected and notified	December 16, 2024
9. Short list of Respondents interviewed on campus	January 14, 2025
10. Respondent evaluations and follow up completed	February 10, 2025
11. Award decision made; letter of intent transmitted by District	February 11, 2025
12. Contract negotiations and initiation of transition planning commence	February 12, 2025
13. Board of Trustees meeting review	March 18, 2025
14. Contract signed ("Effective Date")	April 2, 2025
15. <b>Contract's "Commencement Date" (1<sup>st</sup> day of operations)</b>	<b>June 1, 2025</b>

The District reserves the right, in its sole discretion, to modify the above schedule. Respondents will be notified of any changes in a timely manner by the District.

To assist Respondents in responding to this RFP, all **bolded red text** identifies information that each Respondent is expected to include in its Proposal. Specific instructions for replying to all requirements are included in Section 6 of this RFP.

Any Respondent's suggested modifications to the terms and conditions in this RFP must be clearly identified in Respondent's Proposal. **Unexplained or unreferenced changes made to the solicitation document may result in disqualification.** The District will be the sole judge as to whether a Respondent's Proposal has satisfactorily met the requirements of this RFP.

The District expects the successful Respondent to execute the District's Contract in substantially the form presented in Attachment D with modifications considered only to the extent needed to reflect negotiated business terms. The willingness of each Respondent to execute the Contract in the form provided will be a factor taken into account when analyzing responses to this RFP. If, however, the Respondent is unwilling to enter into the Contract in the form provided, **the Respondent must include a redline of the draft contract included as Attachment D, providing the specific language of any suggested modifications.** In the event of any discrepancy or inconsistency between or among Respondent's response(s) to this RFP and the Contract, the Contract will control.

Each Respondent shall bear all costs associated with its Proposal in response to this RFP, including, but not limited to, the costs of any presentation and/or demonstration required by the District.

**Any entity that does not wish to respond to this solicitation is requested to notify Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu) as soon as possible. Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on each transmittal.**

### **3. BACKGROUND**

#### ***Institutional Profile:***

With the approval of voters residing within Campbell Union and Los Gatos-Saratoga Union High School Districts and the Santa Clara Unified School District, West Valley Joint Community College District was established in January 1963. In early 1964, a 143-acre site in Saratoga was purchased for what would become the permanent campus for West Valley College and the District offices. The second campus in the College District, Mission College, began with the acquisition of twelve acres in Santa Clara and eventually grew to be a 164-acre site. Mission College was temporarily located at Jefferson Intermediate School from 1975 to 1979. With the completion of the first building phase in the fall of 1979, the new Mission College campus opened its doors to students.

In September 1985, the name of the District was changed from the West Valley Joint Community College District to West Valley-Mission Community College District to reflect the status of Mission College. Since their inception, the two colleges have become major providers of credit and non-credit education in the Santa Clara Valley. Though each college has developed its own character, style, programs, and atmosphere, both are committed to academic excellence. The faculty and staff on each campus are dedicated to assisting students to meet their academic goals, vocational interests, and special needs. Every semester over 20,000 students enroll in courses at the colleges. Thousands of others take online, off-campus, or non-credit courses and seminars offered through a variety of programs. These programs are aimed at meeting the training and retraining needs of the people of Silicon Valley.

The District is part of California's public community college system of 112 colleges in 72 districts across the state, which serves more than 2.5 million students and represents the largest system of higher education in the world. Community colleges are political subdivisions authorized by the Constitution of the State of California. A seven-member Board of Trustees governs the District. The voters of the communities served by the District elect Board members to office. The Board of Trustees is responsible for the overall direction and control of the District so that it best meets the needs of the community it serves.

The District's mission is: "The West Valley-Mission Community College District unites our colleges in a shared vision of educational excellence where students representing diverse experiences and identities feel connected and supported in pursuit of their goals and aspirations."

The Services covered by the Contract will be performed by Contractor and its approved subcontractors at both the Mission and West Valley campuses under the terms and conditions of the same Contract.

Respondents are encouraged to visit the District's website (<https://www.wvm.edu>) for additional information about the institution.

#### ***Enrollment:***

Specific enrollment information by college is provided below.

*West Valley College:*

Enrollments for recent academic years are as follows:

Fall semester 2022:

Total headcount (unduplicated): 7,261  
In-person instruction (including those taking both online/in-person classes): 3,819  
Online only instruction 3,442

Spring semester 2023:

Total headcount (unduplicated): 6,979  
In-person instruction (including those taking both online/in-person classes) : 3,745  
Online only instruction: 3,234

Fall 2023:

Total headcount (unduplicated): 7,956  
In-person instruction (including those taking both online/in-person classes): 4,459  
Online only instruction: 3,497

Spring 2024:

Total headcount (unduplicated): 9,160  
In-person instruction (including those taking both online/in-person classes): 5,641  
Online only instruction: 3,519

Fall 2024:

Total headcount (unduplicated): 8,834  
In-person instruction (including those taking both online/in-person classes): 5,125  
Online only instruction: 3,709

West Valley College is experiencing enrollment growth and expects this trend to continue. (As of the start of the fall semester 2024, the college's enrollment is up 11% from the previous year with in-person enrollment up 15%.) This growth is attributable to a comprehensive enrollment strategic plan that includes a major investment in marketing and outreach resources, free tuition initiative, and the removal of financial barriers for students (free parking, free student health, free childcare, and the provision of technology, books, course materials, printing, and basic needs) all at no cost to students. New programs and services and a renewed focus on community events, partnerships, and rentals are all expected to contribute to

enrollments, headcounts, and foot traffic on campus in the coming years. The college's newly completed strategic educational master plan sets goals for increased enrollment, student life and engagement, and community access to and use of facilities, all in an effort to vitalize the campus.

*Mission College:*

Enrollments for recent academic years are as follows:

Fall semester 2022:

Total headcount (unduplicated): 6,735  
In-person instruction (including those taking both online/in-person classes 3,869  
Online enrollment: 2,866

Spring semester 2023:

Total headcount (unduplicated): 6,332  
In-person instruction (including those taking both online/in-person classes 3,388  
Online enrollment: 2,944

Fall 2023:

Total headcount (unduplicated): 7,216  
In-person instruction (including those taking both online/in-person classes 4,273  
Online enrollment: 2,943

Spring 2024:

Total headcount (unduplicated): 7,003  
In-person instruction (including those taking both online/in-person classes 3,998  
Online enrollment: 3,005

Fall 2024:

Total headcount (unduplicated): 7,563  
In-person instruction (including those taking both online/in-person classes): 4,681  
Online only instruction: 2,882

Like West Valley College, Mission College is experiencing enrollment growth and expects this trend to continue. (As of the start of fall semester 2024, the college's overall enrollment is up 10% from last year at the same time with in-person enrollment also up 10%.) This growth is attributable to a similar comprehensive enrollment strategic plan that includes a major investment in marketing and outreach resources, free tuition initiative, and the removal of financial barriers for students (free parking, free student health, free childcare, and the provision of technology, books, course materials, printing, and basic needs)

all at no cost to students. New programs and services and a renewed focus on community events, partnerships, and rentals are all expected to contribute to enrollments, headcounts, and foot traffic on campus in the coming years. The college's newly completed strategic educational master plan sets goals for increased enrollment, student life and engagement, and community access to and use of facilities, all in an effort to vitalize the campus.

**Student Demographics: (Percentages may not total to 100%.)**

*West Valley College:*

Ethnicity:

- African American: 2.42%
- American Indian/Alaskan Native 0.11%
- Asian: 22.25%
- Filipino: 2.31%
- Hispanic: 26.17%
- Pacific Islander: 0.27%
- Multi-Ethnicity: 6.27%
- White/Non-Hispanic: 30.37%
- Unknown: 9.83%

Gender:

- Students who identify as female: 56.53%
- Students who identify as male: 39.55%
- Students who identify as neither female nor male: 0.00475% (non-binary)

Age:

- 19 or less: 36.86%
- 20-24: 21.70%
- 25-29: 8.35%
- 30-34: 5.74%
- 35-39: 4.97%
- 40-49: 7.90%
- 50+: 14.46%
- Unknown: 0.02%

Home Address: (Top 5 cities from which students commute.)

- San Jose: 48.32%
- Los Gatos: 7.50%
- Campbell: 6.32%
- Saratoga: 5.96%
- Santa Clara: 5.48%



*Mission College:*

Ethnicity:

African American: 3.62%  
American Indian/Alaskan Native: 0.15%  
Asian: 28.53%  
Filipino: 6.59%  
Hispanic: 32.34%  
Pacific Islander: 0.52%  
Multi-Ethnicity: 5.02%  
White/Non-Hispanic: 15.60%  
Unknown: 7.63%

Gender:

Students who identify as female: 54.28%  
Students who identify as male: 43.64%  
Students who identify as neither female nor male: .01%  
Unknown: 2.07%

Age:

19 or less: 26.70%  
20-24: 23.23%  
25-29: 13.27%  
30-34: 9.54%  
35-39: 7.61%  
40-49: 9.78%  
50+: 9.85%  
Unknown: 0.02%

Home Address: (Top 5 cities from which students commute.)

San Jose 41.73%  
Santa Clara 16.71%  
Sunnyvale 8.92%  
Milpitas 8.42%  
Fremont 3.01%

***Residential Life:***

The District currently has no student housing, but it and its two colleges are investigating the feasibility of developing on-campus housing. The primary objective of such housing would be to minimize the hardships many students in the District's community face when trying to find high-quality, affordable places to live while in school. The colleges' communities are desirable yet often prohibitively expensive. Many District students cannot afford to live close to their respective college. Consequently, they spend a disproportionate

amount of time commuting, which reduces the time they can commit to their education. The District is increasingly concerned about these pressures, and this concern is a primary reason it is exploring the feasibility of affordable, on-campus student housing.

In the summer of 2023, the District completed a housing feasibility study and submitted a plan to the State Chancellor's Office for partial funding under SB-169 Student Housing Grant. However, due to the state deficit, the State Chancellor's Office and Department of Finance have put this program on hold. Despite the lack of critical funding, the District continues to explore the best ways to support its housing-insecure students. No further design efforts have been made since the student housing grant application was submitted. Should student housing become a viable option, the District's Facilities Department will work with the selected Contractor to determine the best dining solutions for students living on campus.

***Dining Services Operations:***

WM Café and KJ's Café / Drip Coffee are the District's current contractors for cafe/cafeteria and coffee services, respectively, at both colleges. WM Café and KJ's / Drip Coffee will have the same opportunity as all other Respondents to respond to this RFP.

The District's Executive Director of General Services is responsible for the overall management of the Contract on behalf of the District. Institutional oversight of each college's Services is provided by each college's Vice President of Administration.

The chosen Contractor will be expected to manage the dining facilities ("Dining Facilities") described below:

1. West Valley College campus:
  - a. Campus Center Café currently known as WM Café.
  - b. Coffee bar in the Campus Center currently operated by Drip Coffee.
  - c. Learning Resource Center (library) coffee bar (opening in spring 2026).

Floor plans of dining and coffee areas are available in Attachment B.

2. Mission College campus:
  - a. Saints Café in the Campus Center.
  - b. Coffee bar in the Student Engagement Center.
  - c. Coffee bar in the Gilmore Center.

Floor plans of dining and coffee areas are available in Attachment B.

Current hours of operation for each venue are available in Attachment G.

*Retail Program:*

At Mission College, the primary food service location is on the first floor of the Campus Center. Additionally, a coffee shop and grab-and-go options are available at the Mission College Student Engagement Center (SEC) and the Gilmore Center. At West Valley College, the primary food service and support locations for both the cafeteria and coffee shop are in the Campus Center.

With the approximate infusion of \$2.5M in District-funded meal plans for FY 2025-26 described earlier, the District anticipates total FY 2025-26 sales from all sources (meal plans, retail, and catering) for both colleges to be approximately \$4M. As noted earlier, while not guaranteed, the District anticipates increasing its annual meal plan program contribution during the term of the Contract. Growing non-meal plan retail sales to the mutual benefit of the District and Contractor is an important goal. **Specific ideas should be included in Respondents' answers as required in Section 5.B.1 below.** Respondents should review the web-based survey results attached as Attachment F to influence their recommendations.

The District is also interested in Respondents' ideas on reconfiguring and/or renovating the Dining Facilities to potentially include national brands, create more vibrant spaces, improve flow and transaction speed in light of increased demand driven by the new meal plan, and increase customer satisfaction. **Specific ideas to accomplish these goals should be included in Respondents' answers as required in Section 5.B.1 below.** The District does not expect nor desire significant improvements to the Dining Facilities during the first year of the Contract.

Information regarding retail and catering sales by college and vendor for recent academic years is available in Attachment C.

*Catering Program:*

The District's catering options are described above. Additional information regarding the catering program is provided below in Section 5.B.2.

The District believes there is an opportunity to grow its in-house catering sales on campus and it desires catering to be a larger component of the overall dining program. Besides growing catering sales during the academic year, the District is interested in Respondents' ideas for expanding its summer camp and conference business. **Specific ideas should be included in Respondents' answers as required in Section 5.B.2 below.**

*Concessions Program:*

Both West Valley College and Mission College host performing arts and athletic events where concessions are an area of focus for improvement. The District may seek to partner with its selected Contractor to

improve the concessions experience at these events. While not required to be responsive to this RFP, the District is interested in knowing if Respondent is interested in managing concessions at both colleges and under what conditions it would do so.

*Vending Services Program:*

Vending services are not currently part of the Contractor's responsibilities; however, the District is open to Respondents' interest in managing vending services at the colleges. Such services may be self-performed by the Contractor or provided by a District-approved subcontractor managed by Contractor. Respondents interested in providing vending services should follow the instructions listed in Section 5.B.3 below.

*Changes in Current Conditions:*

The following facility changes are scheduled to take place at the District within the next several years:

- Mission College:
  - Campus Center renovation: The college is in the early stages of planning a redesign of the Campus Center, with approximately \$5 million allocated for improvements to food preparation, service, and dining spaces. The District's Facilities Department will collaborate with college leadership and the selected Contractor to develop a scope of work that best meets students' needs. It is anticipated that this project will enter the design-build selection process in 2025, concurrently with efforts of the facilities master plan. Construction is anticipated to start in mid-2027.
  - Performing Arts Center: The college anticipates breaking ground on a new 31,000 SF building with a 400-seat auditorium (along with practice rooms and offices) in spring 2025 with the opening anticipated in spring 2028. The facility will host events for both the college and community.
- West Valley College:
  - Library construction: The District's Facilities Department is currently about 55% complete with the construction of the new Library Resources Center, located across Vasona Creek on the east side of campus. The Library Resources Center is scheduled to open in 2026, and it will include food and coffee service areas to support students.
  - Physical Education and Wellness Center: The District awarded a design-build agreement for the WVC PE/Wellness Center project in September 2024. This center, expected to open in 2028, will feature a gym for community use, nutrition options for student-athletes, grab-and-go breakfast options, protein shakes, and coffee choices for the community. The District's Facilities and Athletics Departments will work closely with the selected Contractor to optimize the use of this space.

- o Music and Theater: The college will begin construction on a new music building and renovate its existing theater in spring 2025, with completion anticipated in spring 2029.

*Small, Women-Owned, and Minority-Owned Business Enterprises:*

The District encourages the participation of small businesses and businesses owned by women and minorities in its procurement activities. **Respondents should provide information on how participation from such businesses, including through partnerships, joint ventures, subcontracts, or other contractual opportunities, may occur under the Contract.**

*Campus Community Web-Based Survey:*

Attachment F provides customer satisfaction information pertaining to the current dining programs at both colleges. Respondents are encouraged to review the information carefully and tailor their responses to the District to reflect this stakeholder feedback.

#### **4. MANDATORY PRE-PROPOSAL MEETING**

**A mandatory, in-person pre-proposal meeting (“Pre-proposal Meeting”) and site tours will be held on Wednesday, October 16, 2024, from 9:00 a.m. to 3:30 p.m. PT. Any Respondent interested in submitting a Proposal in response to this RFP must attend this meeting. For the District to prepare properly, Respondents must e-mail the *Pre-proposal Meeting Registration Form (Attachment A)* to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu) by 4:00 p.m. PT on Friday, October 4, 2024, of their intent to participate and indicate how many individuals will attend. Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. The e-mail must include a subject line reading, “Meeting Registration – 11-2425 DISTRICT DINING SERVICES MANAGEMENT,” followed by the Respondent’s legal name.**

Respondents’ visitation teams for the Pre-proposal Meeting are limited to five (5) people. **The October 16<sup>th</sup> Pre-proposal Meeting will begin at 9:00 a.m. PT on the West Valley College campus. The West Valley College campus tour will begin at approximately 10:00 a.m. PT. The Mission College campus tour will begin at approximately 1:30 p.m. PT. A detailed itinerary with meeting times, room locations, parking instructions, and other important information will be sent to Respondents by October 11.** Respondents are responsible for their own transportation to, between, and from campuses.

The purpose of this Pre-proposal Meeting is to explain the District’s expectations for its dining program, clarify the contents of this RFP to reduce or prevent any misunderstanding of its intentions, allow Respondents to tour the campuses and dining operations, and answer Respondents’ questions regarding the solicitation process.

Any concern or question regarding the requirements of this RFP, or any apparent omission or discrepancy in it, shall be submitted via e-mail to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at

[don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. Inquiries submitted after the latest date and time for submitting pre-proposal inquiries set forth herein will not be accepted, or the District will not respond to late pre-proposal inquiries. Verbal statements or instructions during the Pre-proposal Meeting will not constitute an addendum and will not be binding on the District.

Any questions Respondents may have after the Pre-Proposal Meeting must be e-mailed to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. All questions must be submitted by no later than 4:00 p.m. Pacific Time on Wednesday, October 30, 2024, to be considered. The District will answer Respondents' questions by no later than 4:00 p.m. on Wednesday, November 6, 2024. Answers will be available via this link: <https://www.wvm.edu/services/general/bids.html>.

**Failure to participate in this mandatory Pre-proposal Meeting will disqualify a Respondent from further participation in this RFP process, including the ability to submit a Proposal.**

*Additional Campus Visits:*

Following the Pre-proposal Meeting and tours of the District's campuses, additional visits by Respondents to the District's Dining Facilities are allowed but require the prior approval of the District. Respondents are encouraged to make additional visits to become fully aware of the program and facilities they may manage. Each Respondent may make one (1) additional visit to each college's campus. Tours are allowed Monday through Friday between October 17 and 25, 2024, during normal business hours. Unapproved visits are prohibited.

Respondents interested in touring one or both campuses should contact Cade Story-Yetto via e-mail at [cade.story-yetto@wvm.edu](mailto:cade.story-yetto@wvm.edu).

Failure by Respondents to comply with this notification requirement may result in disqualification. Any questions for the District that arise from additional campus visits must be submitted via e-mail to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals.

Respondents must be respectful during the tours of the current contractors' needs to operate dining services without interference, interruption, or distraction. A college representative will accompany each Respondent on its tour(s).

## **5. PROGRAM AND SERVICE EXPECTATIONS**

The District believes that the quality of the academic programs, buildings, services, and operations under its control reflects directly upon its reputation and status. It also recognizes that students, faculty, staff, and guests have many food choices. As consumers, they value innovative offerings, quality service, competitive

pricing, and convenient dining options, and will intentionally seek out providers who can meet these expectations.

To achieve excellence in its dining program, the District expects the Contractor to meet or exceed the following institutional goals:

- Provide customers with excellent food quality and variety at all locations.
- Provide excellent customer service.
- Improve overall customer satisfaction with the Services.
- Provide students with extended access to Services to accommodate their active lives.
- Build campus community through engaging dining experiences.
- Facilitate high-quality spontaneous interactions between students, faculty, and staff to enhance the campus community and encourage extending academic engagement outside of the classroom.
- Provide competitive retail and catering pricing.
- Increase participation in and utilization of the District's retail and catering programs.
- Contribute to the District's overall educational environment through nutritional, dietary, and wellness awareness.

#### **A. Scope of Operations and Services**

The Contractor shall comply with the following terms and conditions:

1. Operating Contract: The District's dining program will operate as a profit-and-loss ("P&L") account; however, as noted in the introduction to this RFP, the District will make available annually to eligible students approximately \$2.5 million in meal plan revenue beginning in FY 2025-26 to be used exclusively for on-campus dining services. Subsequent annual meal plan contributions to eligible students may vary due to enrollment and Services modifications and are not guaranteed, but the District anticipates increasing the annual contribution during the term of the Contract. Except as otherwise mutually agreed upon by the parties and stipulated in the Contract, the District does not commit to specific sales volume, now or in the future, nor does it provide Contractor with any guarantee of profitability or cost recovery for any activity related to the Services. **Respondent shall acknowledge it will operate the Services as an independent contractor on the P&L basis described above. If Respondent is not willing to operate the Services on this P&L basis, it must provide District with the terms and conditions under which it is willing to operate the Services.**

2. Current Conditions: The financial and operational terms of the Contract will be based on conditions in existence as of the Effective Date, including student enrollment, District's guaranteed meal plan contributions, labor costs, food and supply costs, operating costs, locations, and taxes. In the event of a material change in these conditions, the parties shall negotiate in good faith to adjust the financial and operational terms on a mutually agreeable basis. Pricing and operating requirements will be determined by considering the potential effects of such changes on the District's and Contractor's abilities to achieve their programmatic, operational, and financial goals. All material changes that are agreed to by the parties will be documented in an amendment to the Contract signed by both parties.
3. Independent Contractor: The Contractor will operate the Services as an independent contractor. The Contract will not create a partnership, joint venture, brokerage agreement, or employment offer or agreement. Neither Contractor nor its employees are entitled to benefits that the District provides its own employees.
4. Assessment of Current Program: Through this RFP process, the District desires to receive creative Proposals from Respondents on how to improve its dining program. **As part of its due diligence in preparing its Proposal, Respondent shall evaluate the current operation and propose ideas in its Proposal for managing each location. Sufficient detail should be provided to allow the District to distinguish the merits of each Respondent's Proposal.**
5. Exclusive Rights: The Contractor shall have the exclusive right to manage the dining services described in Section 3 above under "Dining Services Operations." Except as otherwise noted in this RFP, this right includes Contractor's exclusive access to and use of the kitchen areas, storerooms, food preparation and cooking equipment, dish rooms, and offices located in the areas described above and assigned to Contractor as of the Effective Date of the Contract.
6. Non-exclusivity: Contractor accepts that foodservice operations in all District areas not expressly listed above in Section 3 under "Dining Services Operations" are non-exclusive.
7. Other Agreements and Programs: Contractor understands and accepts that the District does now, and may in the future, have academic programs and merchandising and operating agreements that allow the District itself or its approved vendors to offer certain food and beverage products on campus or at District-affiliated off-campus sites. These agreements and programs currently include the following:
  - a. The Mission Bistro Café (along with its food trailer) at Mission College, which is part of the college's Hospitality Management program. This café has a de minimis impact on campus dining since it operates as part of an academic program and is open on a limited schedule.



- b. Machine vending services provided by Service Vending Systems, Inc.

## **B. Dining Program Requirements and Expectations**

The Contractor shall comply with the following terms and conditions:

1. Retail Program: The District currently offers retail dining at the locations described above in Section 3; however, it is open to creative additions or alternatives to the existing options to improve customer offerings, expand program capacity to meet demand driven by the meal plan program, and grow sales, including, but not limited to, adding national, regional, or local brands.

The selling prices to be charged by Contractor at these venues shall be reasonable and competitive with prices charged in comparable establishments for comparable products, similarly prepared, and of like quality, quantity, and portion in the local market. The District's campuses are active year-round, so it needs retail dining available during winter intersessions and summer break periods. **Respondent shall propose its year-round retail dining programs for each campus and location, including concepts; menus; use of proprietary, national, and/or local brands; pricing; and any other considerations that Respondent wishes to apply (e.g., food trucks, unattended food retail or micro markets, etc.) to accommodate the increase in sales due to the new meal plan program. When preparing its retail concepts in response to the District's request in this section, as well as its request in Section 5.G.2 below related to operating pro formas, Respondent should use the operating hours shown in Attachment G for its fall, spring, winter, and summer terms' hours at each campus. The District expects at least one venue to be open at each campus during the hours specified for the winter intersession and summer terms.** The hours described above are minimum expectations; Respondents are encouraged to propose longer or different hours if they believe such hours will improve customer satisfaction, provide greater access to Services, and/or increase the program's financial performance.

2. Catering Program: The District desires to grow its catering program for the benefit of both the District and Contractor. Respondent must demonstrate the knowledge, experience, creativity, and capability to implement and maintain an excellent catering program for both the District and third-party events. Catering must be accessible and affordable for a wide range of District consumers at both the West Valley College and Mission College campuses, including student organizations and summer camp and conference participants. Respondent accepts that catering at District is non-exclusive except in those areas outlined in Section 5.A.5 of this RFP. **Respondent shall submit its proposed catering program for the District, including pricing and service tiers with sample menus, and provide examples of its successful programs at similar institutions. The District is particularly interested in Respondent's ideas for growing the catering program's sales.**
3. Vending Services: If interested in providing vending services to the District, **Respondent shall propose its vending services plan for each college, describing equipment ownership**

**and management, products, pricing, servicing, commissions, and any other information that Respondent wishes the District to know.**

4. Alcoholic Beverages: Unless mutually agreed upon by the parties, Contractor will have no alcohol management responsibilities under the Contract.
5. Concession Sales: Concessions are not part of the Contractor's responsibilities under the Contract.
6. Nutritional and Dietary Awareness: The District's customers need to be well informed about the ingredients in and nutritional value of the foods they eat. The District desires access to a registered dietician or certified nutritionist from Contractor who can engage with customers and meet with the District's food committee. The Contractor should also provide resources (e.g., FARE program, ServSafe, etc.) that educate customers and employees about allergies. **Respondent shall describe in detail the nutritional and dietary awareness program(s) it will initiate at the District, including virtual and in-person dietician or nutritionist resources.**
7. Dietary and Religious Requirements: The Contractor is expected to meet the special dietary needs of students whenever possible. Food prepared and served under a kosher, Halal, vegetarian, vegan, or allergen-free label must be prepared with ingredients and in pans with utensils and on cooking surfaces that have not been used to prepare, process, or cook any non-conforming items. Nutrition and ingredient information must be labeled at the point of service. **Respondent shall describe how it can accommodate the special dietary and religious requirements of patrons.**
8. Marketing: Marketing the Services to internal and external customers to drive sales and improve dining's overall reputation is an important need. The District expects Contractor to submit each summer a marketing plan for the upcoming academic year to each college's Vice President of Administration (each a "Campus Representative") for their prior approval. **Respondent shall describe in its Proposal the innovative and vibrant marketing plan it will implement at the District if awarded the account.**
9. Dining Services Website and Other Digital Media: Contractor shall develop, host, and support, at its sole expense and in compliance with the District's web standards, a Services website specific to the District's account. The site must be updated regularly so menus, pricing, special programs, nutritional information, and operating hours are always current. Catering information, a staff directory, feedback mechanism, and other important information must also be provided. Navigation between the Services and each campus's digital sites should be seamless, easy, and intuitive. Contractor shall also utilize other digital tools (e.g., social media apps, mobile ordering, Services information tools, etc.) to market the dining program, improve customer engagement, and increase purchasing convenience. Given how tech savvy the District's patrons are, mobile ordering is particularly attractive. **Respondent shall describe the Services website it envisions for the District. Respondent shall also describe how it will**

**use social media and other digital tools to manage the program, drive sales, and engage its customer base.**

10. Quality Assurance: The District expects Contractor to have and use assessment tools that monitor customer satisfaction, engage customers, and address concerns. **Respondent shall describe its customer satisfaction and feedback collection techniques (e.g., independent customer surveying, social media outreach, advisory committee, secret shoppers, third-party reviews, etc.), as well as its processes and commitments for addressing concerns or complaints.**
11. Food Donations: In compliance with the Santa Clara County Food Recovery Program under SB1383, Contractor must donate any leftover food that cannot be used on campus to students, shelters, or other charitable causes in the area. **Respondent shall describe the food donation program it anticipates implementing at the District should it become the Contractor.**
12. Food Insecurity: Food insecurity is a significant issue for some students at the District. The District is interested in knowing Respondents' ideas for helping those with such a problem or concern; therefore, **Respondent shall describe the ideas it has to support food insecurity programs on the campuses.**
13. Fair Labor Responsibilities: Contractor will take active steps to ensure procurement of food, supplies, and equipment from companies that support fundamental human rights and fair labor practices. **Respondent shall describe the monitoring activities it engages in to ensure compliance with fair labor policies.**
14. Sustainability: The District is dedicated to sustainability initiatives and protection and preservation of the environment; therefore, Contractor should acquire products and provide Services that are ecologically sensitive, help restore or enhance the environment, and/or have reduced negative effect on human health and the environment when compared with similar products. **Respondent shall describe the sustainability efforts and practices it proposes for managing the Services, including sources and origins of its food and the extent to which organic or locally grown products will be procured, and whether such procurement causes conflict with the food specifications described in Section 5.C.2 below.**
15. Forms of Payment: Contractor shall provide convenient payment options for customers, including (at a minimum) cash, the District's declining balance programs, and MasterCard, Visa, and American Express credit cards. Mobile pay and/or digital wallet solutions are strongly encouraged. Unless agreed to otherwise by the District, all equipment and fees associated with the use or acceptance of non-District declining balance or debit cards will be paid by the Contractor. Catering sales to District departments may be invoiced directly to the District at [invoice@wvm.edu](mailto:invoice@wvm.edu) to be paid for through an existing purchase order. Contractor shall be solely

responsible for the collection of any debts resulting from charges that are not directly associated with a District-approved event.

16. CalFresh / EBT: Contractor will pursue with reasonable diligence an application to become part of the CalFresh Restaurant Meal Program, which, if approved, would allow qualified individuals, as defined by CalFresh, to use electronic benefits transfer (“EBT”) cards to purchase food at venues operated by Contractor. **Respondent shall describe its experience with the CalFresh Restaurant Meal Program and how it can implement the program at the District.**
17. Licensing Agreements: If applicable to its proposed dining program, **Respondent shall provide proof to the District of a valid agreement that allows Respondent to operate any proposed branded concept, if applicable.**

### **C. Menu Specifications**

The Contractor shall comply with the following terms and conditions:

1. Menu: Menus at each dining location shall be designed to meet the personal interests and recommended dietary needs of customers. Nutrition, taste, variety, cost, food safety, and visual appeal are all key factors. **As part of its response to Sections 5.B.1 above, Respondent shall submit sample dining concepts and sample menus, complete with price and portion lists, for each venue. Respondent shall submit a sample rotating menu of specials and meal deals that will be featured at venues.** Contractor shall keep pricing, portions, and products unchanged for the first operating year unless prior written approval otherwise has been provided by a Campus Representative. Menus will be updated regularly and prominently posted in the dining areas and made available via digital delivery and other campus communication mediums, including the Services website.
2. Food Specifications: Contractor shall maintain the following minimum food specifications at all times during the term of the Contract:
  - Beef and Veal: USDA Choice or better.
  - Ground beef: USDA Standard or better ground beef and beef patties with 100% all beef and fat content not to exceed 15%. (Contractor may serve "blended" burgers containing mushrooms, lentils, beans, etc., if part of its sustainability initiatives.)
  - Pork and Lamb: USDA Grade “A” (#1).
  - Poultry: USDA Grade “A”.
  - Fish and/or Seafood: USDA Grade “A”.
  - Eggs: USDA Grade “A” (at least large).
  - Dairy Products: USDA Grade “A”.
  - Frozen Foods: USDA Grade “A” Fancy.
  - Fresh Fruits and Vegetables: USDA #1 Quality. (Blemished or #2 produce may be substituted if part of Contractor’s sustainability efforts.)

- Canned Goods: USDA Grade “A” Fancy.
- Fresh Produce: USDA #1 Quality. (Blemished or #2 produce may be substituted if part of Contractor’s sustainability efforts.)
- Delicatessen / Lunch Meats: Boar’s Head or comparable.
- Cheeses: Cheeses will be all natural, non-processed when served as a prime ingredient in an entrée or sandwich. American processed cheese may also be served as an additional sandwich ingredient.
- Frankfurters/hot dogs: Maximum eight (8) per pound, all beef, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

The District reserves the right to periodically review invoices to ensure that Contract specifications are being met. The District shall have free access to any records upon request, such as recipes, production methods, product specifications, menus, and foods used at each service unit to determine that specifications were met.

3. Special Meals / Celebratory Events: Contractor, by working collaboratively with District dining stakeholders shall provide a variety of celebratory programs and special meals for students, faculty, and staff. These programs must reflect the broad diversity of each campus and be designed and implemented with authentic and cultural sensitivity. **As part of its marketing plan in response to Section 5.B.8 above, Respondent shall describe the special meals program it intends to implement at the District.**
4. Recipes: Contractor shall make its recipes available to customers for review of ingredients or nutritional information upon request.
5. Food and Beverage Inventory: Contractor shall procure all food and beverage inventory in its name and at its own expense unless allowed for otherwise in the Contract. All such inventory items will be owned by Contractor unless allowed for otherwise in the Contract.

**D. Sanitation**

The District places the utmost importance on Contractor’s compliance with proper sanitation standards. The Contractor shall comply with the following terms and conditions:

1. General Responsibilities:
  - a. Contractor agrees to maintain the site of Contractor’s operation in a clean and orderly manner acceptable to the District.
  - b. Contractor shall comply with all federal, state, and local health codes and regulations governing sanitation, infection control, and the preparation, handling, and serving of foods and beverages.

- c. Contractor shall ensure that food products for sale are purchased from vendors complying with all applicable federal, state, and local laws concerning sanitary preparation and manufacture of such products.
- d. Contractor shall supply appropriate cleaning products and materials and Contractor shall be responsible for cleaning any and all kitchen, servery, office, storage, seating, loading/receiving, and other work areas, including floors and all equipment utilized by Contractor, used in the performance of any Services under any Contract resulting from this RFP. See Attachment E for specific cleaning responsibilities.
- e. Contractor shall agree to dispose of hazardous waste in accordance with prescribed policies, procedures, and state and local ordinances.
- f. District shall have the right to inspect any and all facilities utilized by Contractor to prepare foods to be served pursuant to any Contract resulting from this RFP.
- g. District may conduct periodic sanitation inspections of the Dining Facilities under Contractor's control. Contractor shall immediately remedy any unsatisfactory sanitary conditions discovered by District as a result of any such inspections. Contractor shall make available to the District for inspection all sanitation inspection reports and other similar reports issued by agencies with regulatory authority over Contractor's business related to the Services.
- h. Contractor shall ensure that each piece of equipment under its control is operating in a proper and safe manner, and train personnel in proper use and maintenance of equipment prior to its use.

2. County of Santa Clara, Department of Environmental Health:

- a. Contractor shall respond to required, periodic Department of Environmental Health ("DEH") food facility inspections and shall remedy findings resulting in less than a grade of "A" within thirty (30) calendar days of written notice by DEH, to the extent that the violations are Contractor's fault or responsibility. In the event that any DEH requirements or violations are the responsibility of the District, the District will remedy the situation as quickly as possible.
- b. DEH grades, evaluations, and notices shall be delivered to District's Business Services' Office within twenty-four (24) hours of Contractor's receipt.
- c. Contractor shall comply with any DEH Food Facility Placarding and Scoring Program posting requirements related to DEH reviews of Contractors products, services, and operation(s).

- d. At least one certified Contractor owner or employee at each food preparation location must be currently certified in food safety.
3. Training: Contractor shall train all employees in safe food handling, including, but not limited to, personal hygiene, cleaning, and sanitizing, as well as Hazard Analysis Critical Control Point (“HACCP”) principles and all contemporaneous applicable jurisdictional requirements and thereafter ensure such employees’ continued compliance with such standards.
4. Recycling Program: Contractor is advised of the District’s commitment to the recycling of metal, plastic, glass, corrugated cardboard, paper, and other waste products from the dining operations. Contractor shall comply with all campus recycling requirements and other related environmental or sustainability programs. **Respondent shall describe the recycling program it will implement on each campus.**
5. Sanitation Plan: Contractor will abide by all applicable safety standards and regulations and immediately notify the appropriate Campus Representative of any unsafe or unhealthy condition in the Dining Facilities. Contractor will take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from damages from whatever cause. **As part of its Proposal, Respondent shall provide a preliminary sanitation plan for the Services and Dining Facilities to be under the Contractor’s control.**

## **E. Management Expectations**

The Contractor shall always operate the Services in accordance with collegiate dining best practices.

1. Relevant Experience: To demonstrate its management experience, depth, and capabilities, **Respondent shall provide:**
  - a. **A brief history of its firm and its experience in providing dining services similar to those described herein.**
  - b. **A list of Respondent’s current clients who are considered comparable to the District, listing the length of service to each, and including a contact name, e-mail address, and telephone number for each. The District may contact and/or visit any of these accounts.**
  - c. **A list of Respondent’s clients who have been won within the past four (4) calendar years (2021-2024), including a contact name, e-mail address, and telephone number for each.**

- d. **A list of Respondent's clients who have been lost within the past four (4) calendar years (2021-2024), including a contact name, e-mail address, telephone number, and the length of service to the client. Respondent should also provide a brief explanation describing the nature of the lost account (e.g., termination for cause, termination for convenience, unsuccessful solicitation response, etc.).**
2. Adequacy and Performance: Contractor will provide sufficient, appropriately trained management and hourly personnel to ensure efficient and courteous service to customers during all operating hours at all locations. **Respondent shall submit an organizational chart and staffing table that identifies how the Services will be managed and operated at each campus during the first year of the Contract.**
3. Use of Temporary Employees: The District expects Contractor to have sufficient, appropriately trained hourly personnel on its own payroll to ensure efficient and courteous service to customers during all operating hours at all locations. While not prohibited, the District does not want Contractor to rely on temporary employees except in emergency, extraordinary, or ad hoc (e.g., special catering) situations. **Respondent shall identify how and to what extent it will utilize temporary personnel to operate the Services, if at all.**
4. Subcontracting of Managed Services: Subcontractors used to perform any responsibilities outlined in this RFP must be identified. The District reserves the right, in its sole discretion, to approve or reject any subcontractor. Contractor shall assume all responsibility for all Services performed under the Contract and shall assume all liability for any and all Services performed by its subcontractors. **Respondent shall describe in detail any subcontractor to be used and the work it will perform.**
5. Management – Organizational Line of Authority: The District believes that the engagement of Respondent's corporate leadership is critical to a successful partnership with the District. **Respondent shall provide to the District its organizational line of authority, from the local general manager to the executive at the highest leadership level. Respondent shall briefly describe what role each of these individuals will have in management of the District's dining program, as well as the type and frequency of contact the District can expect from each for the term of the Contract.**
6. No Consideration: **Respondent shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for Respondent, to attempt to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of the Contract.**



7. Financial and Other Management Systems: **Respondent shall describe the systems it has in place to manage the District account successfully (e.g., food management, human resources, financial, information technology, and other systems). Accounting procedures, electronic payment controls auditing systems, inventory controls, payroll systems, financial dashboards, and sales reporting should be described.**
8. Key Performance Indicators (“KPIs”): The District endeavors to clearly understand each Respondent’s commitment to achieving key performance metrics that indicate Contractor is delivering a high-quality dining program for the District’s campus community members. **Respondent shall provide the KPIs it believes should be used to evaluate its performance should it be awarded the Contract.**
9. Transition Plan: **Respondent shall describe its implementation and transition plan for the dining operation should it be awarded the Contract, including assistance needed from the District and key milestone dates for tasks leading up to the Commencement Date.**
10. Stakeholder Involvement: Involving student, faculty, and staff stakeholders in the dining program is crucial. **Respondent shall explain how it intends to work with student, faculty, and staff to enhance the dining experience and provide examples of how it has worked with such leaders on other campuses to solicit their input, enlist their help in program promotion, and evaluate operations.**
11. Emergency Response: Contractor shall maintain 24-hour availability of a responsible manager with decision-making authority to be contacted in case of an emergency related to the dining program.
12. Licenses and Permits; Documents: Contractor shall obtain and maintain at its sole expense and in its name all necessary licenses and permits, food handler’s cards, and other documents required by law, including, but not limited to, state and local public health laws required to perform the Services described in this RFP. In addition, Contractor shall submit to the District a properly executed IRS form W-9, Taxpayer ID Information, and any other documentation reasonably requested or required by the District. **Respondent shall confirm that it has the necessary licenses and permits required to perform the Services or will have them prior to the commencement of the operations requiring a license or permit.**
13. Laws and Regulations. Contractor shall at all times conduct its business and perform the Contract in compliance with all federal, state, and local laws and regulations applicable to the conduct of Contractor’s business, including, but not limited to, Department of Health regulations, fair employment practices, lawful wage and hour practices, Occupational Safety and Health requirements, Americans with Disabilities Act, Family Leave Policies, and any laws or regulations pertaining to the Services.

14. District Policies and Regulations. Contractor shall at all times conduct its business and perform the Contract in compliance with all District policies and regulations applicable to the conduct of Contractor's business.

## **F. Human Resources**

Recognizing how critical employees are to the success of a dining program, the District expects the Contractor to recruit and retain a high-performing workforce.

1. Managers: The District reserves the right to interview and/or review candidates for management positions prior to their assignment to the District for the purpose of providing feedback to Contractor regarding possible hires at each campus. Such positions may include general manager, executive chef, retail manager, and/or catering manager. The Contractor is, however, solely responsible for final hiring decisions. Subsequent changes in these assignments (except in cases of voluntary resignation or termination) are to be made by the Contractor only after prior consultation with the appropriate Campus Representative. The person selected by Contractor as the manager of the overall Contract should have excellent experience in managing collegiate dining programs of comparable size and complexity. This person must be an excellent communicator and proven manager, someone with the ability to deal effectively with students, faculty, staff, administrators, and guests. **Respondent shall submit résumés of the top candidates for its management positions. Respondent shall also describe its procedures and capacity for replacing on-site management or supplementing such personnel when circumstances demand it.** The District will keep all résumés confidential to the extent provided by law.
2. Hourly Employees: All employees providing Services shall be employees of Contractor, except for subcontractors or independent contractors as allowed for in the Contract. If applicable, the Contractor shall at least match the wages and benefits of any hourly employee it transitions, so all such employees remain whole relative to their previous compensation and benefits. In no event will Contractor pay its hourly workers less than the State of California or local government minimum wage, whichever is higher. The Contractor is solely responsible for final hiring decisions. **Respondent shall describe its plans for assessing, hiring, and training the existing hourly employees who wish to transition and how it will recruit additional workers where needed.**
3. Student Employment: The District strongly encourages Contractor to hire District students through work study, internship, practicum, or other programs. The District offers a hotel/restaurant management program and is particularly interested in Respondent's ideas on how students in this program may be utilized to provide Services or gain valuable professional experience. The District will work cooperatively with Contractor to facilitate maximum opportunities. **Respondent shall describe its plans or ideas for hiring and utilizing student employees in the Dining Facilities.**

4. Salaries and Benefits: As part of its commitment to fair and just wages, The District expects Contractor to abide by all applicable compensation laws and offer salaries and benefits comparable to employees working at similar positions within the region. Contractor shall not make any substantial change in the salaries or benefits of employees, except as may be required to comply with any applicable law, regulation, ordinance, or court order, without first consulting with the Campus Representatives. **Respondent shall provide the salary ranges, benefits, and holiday schedules for the workforce it will assign to the District.**
5. Non-Discrimination: Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, age, gender, sexual orientation, gender identity, familial status, disability, veteran status, or national origin, and will make a diligent and continuing effort to ensure that each applicant is afforded equal employment without discrimination. Diligent and continuing efforts to employ a diverse staff are required. Such efforts shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, and selection for training of traditionally under-represented populations.
6. Diversity, Equity, and Inclusion (“DE&I”): As an institution dedicated to learning, the District wants its selected Contractor to be an active and resourceful partner in furthering its equity, diversity, and inclusion efforts. The District believes its dining program has an important role to play in these efforts through employee hiring, training, promotion, and retention; food procurement and sourcing efforts that are sustainable and culturally authentic; student programming related to nutrition, health, and wellness; and creating welcoming and safe dining spaces for all, especially marginalized and underrepresented populations. As part of its ongoing efforts in equity, diversity, and inclusion, the District seeks to maintain a supplier and vendor base that reflects the diversity of its students, employees, visitors, and local community. The District will ensure that diverse businesses (i.e., those owned, operated, or controlled by ethnic minorities, women, LGBTQ+ people, people with a disability, etc.) will have equal opportunity to become contracted suppliers and vendors; therefore, The District expects all contractors to have similar policies to promote supply-chain diversity. Contractors and suppliers are expected to have policies or procedures that explicitly ban disrespectful behavior, discrimination, bullying, or harassment based on the following nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation. **Respondent shall submit its proposed DE&I program for the District.**
7. Collective Bargaining: The District’s dining employees are currently not covered by a collective bargaining agreement; however, Contractor shall recognize and respect the rights of its employees to organize should they so choose.
8. Employee Taxes and Benefits: Contractor will be solely responsible for the payment of:
  - All of Contractor’s employees’ wages and benefits.

- All of Contractor's employees' payroll taxes.
  - All worker's compensation premiums and claims made by Contractor's employees.
  - All unemployment insurance premiums.
  - All employees' paid time off, including, but not limited to, vacation, sick time, holidays, jury duty, bereavement leave, and family leave.
  - All other taxes, obligations, or benefits due to any Contractor employee because of their employment by Contractor.
  - All payroll and benefit administration costs.
9. Employment Policies: The Contractor's employment policies shall meet the requirements of the *Fair Labor Standards Act* and all other regulations required by federal, state, or municipal law. **Respondent shall provide its current employment policies and practices that will apply to its employees providing the Services at the District.**
10. Training. The Contractor will provide appropriate and regular training for its employees to improve their ability to perform at the high levels expected of them. **Respondent shall describe the training program(s) in which it expects employees to participate, as well as how participation in such training is monitored.**
11. Conduct: Contractor's employees must adhere to the District's regulations regarding personal behavior and all other rules and regulations of the District, when applicable. Respondents may request a copy of all applicable rules and regulations.
12. Smoking, Drug-Free Environment, and Alcoholic Beverages Policies: Contractor agrees to i) adhere to the District's Drug Free Environment and Drug Prevention, Alcoholic Beverages, and Smoking and the Use of E-cigarette Devices on Campus policies; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that they must adhere to these policies; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor adheres to these policies; and (iv) include the provisions of the foregoing clauses in every subcontractor's agreement so that the provisions will be binding upon each subcontractor. The District's Drug Free Environment and Drug Prevention, Alcoholic Beverages, and Smoking and the Use of E-cigarette Devices on Campus policies are available at: <https://go.boarddocs.com/ca/wvm/Board.nsf/vpublic?open>.
13. Pre- and Post-employment Background Verifications: Contractor, at its sole cost and expense, shall conduct a pre-employment background investigation on all persons considered for employment at the District. Such background investigation shall, at a minimum, consist of

criminal background checks, verification of employees' names and Social Security numbers, and confirmation that all prospective employees are not listed on any sex offender or child predator registry. Additionally, all Contractor employees must be fingerprinted. Except with the District's express prior approval, no employee can begin work at the District until the person is fingerprinted and a satisfactory background check is obtained and on file with Contractor at the Contractor's District office. Contractor's employees must immediately report any conviction that occurs after the initial background check is completed. Contractor's management must immediately report such changes to the appropriate Campus Representative so the employee's status on District property can be discussed and determined. **Respondent shall describe its pre- and post-employment background verification policies that will apply to the District's account.**

14. Nonsolicitation: Unless mutually agreed upon otherwise, Contractor and the District will not solicit for employment each other's full-time managers for the duration of the Contract or for twelve (12) months after any employee terminates employment with either party.
15. Uniforms and Safety Equipment: Contractor, at its own expense, is required to outfit its employees in uniforms and safety equipment required to perform their jobs safely and effectively. Uniforms must have the District's (or individual college's) brand on them and are subject to District approval. Contractor must provide clearly visible name tags for all its customer-facing, front-of-the-house employees, including managers, and insist on their display at all times. Contractor, at its own expense, must provide photo identification cards for all employees and approved subcontractors assigned to the Services and insist they be carried at all times while on campus.

## **G. Financial Information**

Below is financial information that applies to a Respondent's Proposal in response to this RFP.

1. Corporate Financial Performance: **Respondent shall submit its most recent audited financial statements, including its annual report if one is available.**
2. Dining Services Pro Forma: The District wants Respondents to project their financial performance by campus and venue. **Respondents shall include two (2) pro formas in their Proposals: one (1) reflecting all activity at the Mission College campus and one (1) reflecting all activity at the West Valley College campus. Each pro forma shall show projections by venue for the first three (3) years of operations beginning as of the Commencement Date of the Contract. The statements shall include all projected sales (including meal plan revenues), cost of goods, labor, direct and indirect expenses, depreciation expenses, and net income.**

3. Commission Structures: **Where applicable, Respondent shall present the retail and catering commission structures, including any guaranteed commissions, it will return to the District throughout the life of the Contract.**
4. Third-party Providers: If the Contractor subcontracts any service and receives a commission on sales, the District requires that these commissions be recorded separately by the Contractor. **Where applicable, Respondent shall propose an appropriate split of any third-party commission revenue with the District.**

5. Financial Investments and Considerations:

a. New Capital Improvements: **Respondent shall describe in detail:**

- i. **Any permanent improvements it proposes making to the Dining Facilities to be managed under the Contract, including the purpose, schedule, and expected cost of any such work. Note: Given the time it takes to secure approval and funding for capital improvements, the District does not expect nor desire substantive renovations during the 2025-26 academic year; therefore, Respondents should only propose renovations that might be implementable no earlier than summer 2026.**
- ii. **Its financial contribution to fund such improvements and renovations.**
- iii. **Its expectations for amortization of any such improvements it funds.**

The District shall own all permanent capital improvements made to the Dining Facilities by the Contractor. Upon termination or expiration of the Contract, Contractor is entitled to reimbursement for any unamortized portion of approved permanent capital improvements or investments that Contractor made to fund approved permanent capital improvements, as defined in the Contract's amortization schedule.

b. Renewal and Refurbishment: **Respondent shall:**

- i. **Describe the initial improvements it intends to make to the Dining Facilities shortly after the Commencement Date.**
- ii. **Describe the annual investments it contemplates making in the Dining Facilities and furniture, fixtures, and equipment ("FF&E") following year one of the Contract to keep the Dining Facilities and FF&E functional and aesthetically pleasing.**

c. Other Financial Considerations: **Respondent shall identify any other financial considerations it will make to the District over the term of the Contract,**

**including, but not limited to, any donations to the chancellor's and presidents' funds, student scholarships, Associated Students funds, sponsorships, in-kind dining services (e.g., catering), in-kind product donations, or other considerations. Respondent shall describe the amounts, timing, and conditions pertaining to all such considerations.**

6. Non-food and Beverage Inventory:

- a. The current operator owns all glassware, flatware, dinnerware, pots, pans, trays, tabletop items, catering and bar supplies, food preparation utensils and tools, storage supplies, service items, and other small equipment ("Smallwares") that are used to provide the Services. The current operator will likely remove all Smallwares should a transition occur. Unless agreed to otherwise by the District in the Contract, the Contractor shall be financially responsible for supplying all Smallwares needed to provide the Services and maintaining them at appropriate levels for the Term.
- b. Unless agreed to otherwise in the Contract, the successor Contractor shall procure all additional non-food operating equipment inventory it deems necessary or desirable to provide the Services in its own name and at its own expense. All such equipment inventory will be owned by Contractor, except for those items purchased to replace lost or damaged District-owned equipment that Contractor had under its control. The District encourages procurement of equipment from small, minority, and women-owned businesses.

7. Food and Beverage Inventory:

- a. The successor Contractor may purchase non-perishable food and beverage inventory from the current operator if the current operator so desires. The successor Contractor shall be financially responsible for bringing inventories up to appropriate levels.
- b. Unless agreed to otherwise in the Contract, Contractor shall procure all food and beverage inventory in its own name and at its own expense. All such inventory will be owned by Contractor. The District reserves the right to inspect and disapprove of suppliers utilized by Contractor. Contractor agrees to adhere to all terms and conditions of the District's vending, fountain, retail, and exclusive sponsorship agreements. The District encourages procurement from small, minority-owned, and women-owned businesses.

8. Discounts: **Respondent shall describe any discounts (if any) it intends to offer the District community, including who is eligible to receive them, at what percentages, and on what sales or Services.**

9. Taxes: Contractor shall be responsible for the collection and timely payment of all applicable taxes levied now or in the future on the Services as duly authorized by law.
  
10. Confidential Information: During this RFP process, Respondents may be exposed to District information that relates to past, present, or future financial, research, development, business activities, products, services, technical knowledge, and personally identifiable student and employee information. All such information is deemed by the District to be confidential information unless otherwise indicated in writing by the District at the time of disclosure. Contractor shall maintain such information in strict confidence, using procedures and methods not less stringent than those it uses to maintain the confidentiality of its own proprietary and confidential information, but in no case less than a commercially reasonable standard, and not to reproduce or otherwise disclose the information to any person, firm, or company (except as necessary to perform the Services) or use it for the benefit of anyone other than the District without the express prior written authorization of the appropriate Campus Representative.  
**Respondent must acknowledge the District's confidentiality requirements in its Proposal.**

#### **H. Dining Services Facilities and Equipment**

Below is facilities and equipment information that applies to a Respondent's Proposal in response to this RFP.

1. Existing Dining Facilities and Furniture, Fixtures, and Equipment: The Dining Facilities and all FF&E assigned to Contractor under the Contract shall be delivered to Contractor in "as is" and "where is" condition, except for conditions the District agrees to correct. Additions or deletions to the existing Dining Facilities may be considered but must be agreed upon in writing by the District. **Respondent shall identify any concerns it has with the existing Dining Facilities or FF&E, particularly the food production equipment, and outline any recommendations it has for addressing the issues.** Respondents will have opportunities to tour the Dining Facilities prior to the Proposal Due Date. The District reserves the right in its sole discretion, after providing reasonable notice to Contractor, to add, delete, relocate, or modify the Dining Facilities. In the event a change in the Dining Facilities affects the Services, the parties agree to renegotiate in good faith should such a change make a material change to either party's interests or obligations, including, without limitation, increased costs, decreased revenues, or impacts upon operating efficiencies. The Contract will not grant Contractor, its successors, assigns, or transferees any interest, legal or equitable, in the Dining Facilities or any District real estate.
  
2. Existing Front-of-the-House Furniture, Fixtures, and Equipment: Tables, chairs, and other FF&E currently used for the dining program and owned by the District, or to be owned by the District upon termination of the current operating agreement ("FOH FF&E"), will be provided to Contractor at no cost for its use in providing the Services. Contractor will be responsible for keeping all such items clean and will take care of and properly maintain FOH FF&E and shall



return same to the District at the termination of the Contract in good condition, ordinary wear and tear excepted. Repair or replacement of such items will be at the District's expense, except for FOH FF&E lost or damaged by Contractor.

3. Existing Back-of-the-House Long-Life Equipment and Other Furniture, Fixtures, and Equipment: The District will provide at no cost to Contractor for its use in providing the Services all District-owned, long-life kitchen equipment and FF&E ("BOH FF&E") in use by the current dining operator. Contractor will be responsible for keeping all such BOH FF&E clean and will take care of and properly maintain BOH FF&E and shall return same to the District at the termination of the Contract in good condition, ordinary wear and tear excepted. Repair or replacement of such items will be at the District's expense, except BOH FF&E lost or damaged by the Contractor.
4. Existing Office / Support Space and Furniture, Fixtures, and Equipment: Existing office / support FF&E, including office desks and chairs, file cabinets, worktables, and bookcases currently used in the dining program and owned by the District, or to be owned by the District upon termination of the current operating agreement ("Office FF&E"), will be provided to Contractor for its use at no cost. Other FF&E currently used for office or support operations owned by the current operator will remain the property of the current operator and will likely be removed upon termination of the current operating agreement. To ensure a smooth transition should one occur, the District and current operator will identify what items will stay and what ones will be removed upon transition to the successor Contractor. The District anticipates that this inventory will be completed thirty (30) calendar days prior to the Commencement Date of the Contract.

The successor Contractor shall be responsible for providing any additional office FF&E as may be necessary for the successful operation of the Services, including computers, office machines, security systems, desks, chairs, safes, and bookcases. Unless agreed to otherwise in the Contract, all such FF&E needed for the successful operation of the Services will be procured by Contractor at its own expense. Contractor shall retain ownership of all office FF&E it procures.

5. Vehicles: Any vehicle used to provide Services at the District will be procured, maintained, operated, and insured at Contractor's sole expense. All such vehicles will be subject to the District's written approval prior to being placed in service. Contractor and its employees, suppliers, and invitees must adhere to all District parking regulations while using vehicles on campus.
6. Dining Renovations: As noted earlier, the District will deliver the Dining Facilities and Smallwares, FOH FF&E, BOH FF&E, and Office FF&E (collectively, the "Equipment") to Contractor for its use under the Contract in "as is" and "where is" condition, except for the conditions the District agrees to cure. Any additional renovations or replacements made to or in the locations will be determined by the District and Contractor. Contractor agrees to work

closely with the District in the development of plans and specifications for any improvements, with the District's final approval of any plans and specifications required prior to Contractor commencing any work. If Contractor is performing or hiring out for a public work, as defined by California Labor Code section 1720, Contractor must ensure adherence to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration); California Civil Code 9550 (Bond Requirements); California Labor Code Sections 1771 through 1776; and to California Education Code Section 81704, when the Services performed or directed by Contractor require compliance with these Sections. Contractor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's online application registry link located at <http://www.dir.ca.gov/Public-Works/PublicWorks.html> or ensure that any entity hired to perform a public work is similarly registered." **As part of its Proposal in response to Section 5.G.5.a above, Respondent shall describe in detail any renovations it proposes during the term of the Contract.**

7. **Cleaning and Trash Removal:** Contractor will provide the cleaning and trash removal services outlined in the *Financial and Operational Responsibilities Summary* (Attachment E) for all Dining Facilities and Equipment provided to Contractor for its use. These Dining Facilities and Equipment include receiving and storage areas, kitchens, refrigerators, freezers, restrooms, offices, and trash producing areas provided to Contractor. Contractor is responsible for cleaning the front-of-the-house dining and seating areas during dining operating hours and shall leave all areas clean at the end of each day. Dumpsters for the primary use of the dining program at each campus shall be placed and paid for by the District.
8. **Utilities: Utilities and Utilities Expenses:** The District shall be responsible for providing at its sole expense all building standard utilities for the Dining Facilities, including electricity, gas, water, sewer, heating, ventilation, air conditioning, and data line charges. The District does not guarantee an uninterrupted supply of such services to Contractor but shall take commercially reasonable efforts to restore service following an interruption. The District shall not be liable for any damages or losses resulting from any utility disruption, including, without limitation, product loss that may result from the interruption or failure of any such service, or any loss of use or lost profit, unless such interruption or failure is caused solely by the District's negligence or willful misconduct.
9. **Non-exclusive Use of Front-of-the-House Facilities:** The District reserves the right to use any front-of-the-house dining area (except the servery) for special activities but will endeavor not to disrupt scheduled dining operations. When such activities occur, the area(s) will be cleaned and rearranged after each use at the District's expense to return the area(s) to the condition existing prior to the activity. The District will not use kitchen, storage, and servery spaces assigned to Contractor.
10. **Equipment Maintenance:** Contractor is required to keep Equipment under its control in proper condition and replace all lost or damaged items. The District, at its expense, will provide

preventive and required maintenance services to all District-owned dining equipment. The District and Contractor will mutually agree upon repair and replacement protocols.

11. Repairs of Structure and Building Systems: The Contractor will not be responsible for repairs to the dining structures, substructures, or building systems, which include electrical, plumbing, sewer, water, mechanical, heating, ventilation, and cooling systems, provided that such repairs are not required because of Contractor's negligence or misconduct.
12. Use of Third-party Vendors: Contractor shall not hire or otherwise engage third parties to provide any cleaning, maintenance, pest control, consulting, compliance, or other services required to be performed by Contractor under the Contract without prior written approval from the appropriate Campus Representative. The District will have a right of first refusal to perform any work related to the Dining Facilities or Equipment, or to otherwise engage or manage outside vendors providing such work.
13. Signage: No signs, advertisements, or notices of any kind shall be painted or affixed to any part of the Dining Facilities or Equipment without the prior written approval of the appropriate Campus Representative.
14. Corporate Identity: Contractor shall not advertise or display its company name, logo, trademarks, or images anywhere at the District or in its electronic medium related to the District without the prior written approval of the appropriate Campus Representative and similarly is not authorized to use District or college branding, logos, or other identity property of the District without prior written consent from the Campus Representative.
15. Sustainability Efforts: Contractor agrees to participate in the District's sustainability efforts, including recycling and energy and resource conservation, to the extent they apply to the dining operations.
16. Parking: Contractor's agents, subcontractors, employees, vendors, and invitees will be required to park in the areas designated for their use by the District and follow all established or posted parking policies. Parking areas are non-exclusive. Any Contractor employee parking expense is Contractor's or individual employee's responsibility.

## **I. Technology Expectations**

Below is the technological information that applies to a Respondent's Proposal in response to this RFP.

1. Point of Sale System: The Contractor at its expense will supply the point-of-sale system equipment needed to effectively process sales transactions related to the Services, including cash registers, card readers, scales, scanners, receipt printers, and other equipment (collectively, "POS System"). The Contractor is responsible for any repairs, replacements, additions, or upgrades to the POS System, except for items lost or damaged by the District.

The Contractor will own the POS System and be responsible at its expense for POS System programming, network connections, service charges, and backbone maintenance.

2. Electronic Systems: **Respondent shall describe its:**
  - a. **Plan for funding, installing, and utilizing its POS System, including the equipment to be installed, the timing of installations, and the assistance needed from the District to integrate the POS System with the District's systems.**
  - b. **Network and system security protocols, including how information is stored, shared, used, and safeguarded.**
  - c. **Payment card industry ("PCI") compliance policies and security protocols.**
  - d. **Online and mobile ordering and mobile payment technology.**
  - e. **Digital marketing resources to be used to deliver the Services.**
  - f. **Any other system that Respondent intends to utilize to manage the District's account.**
3. Compliance: Contractor understands that all the electronic systems described in this section, including the POS System, will be:
  - Purchased, tested, and maintained at no cost to the District.
  - Fully functional by the Commencement Date of the Contract.
  - Compliant with all applicable laws or regulations governing such systems, including District policies.
  - Protective of District data and personally identifiable customer information.
4. District Technological Assistance: **Respondent shall describe any expected need for technology services to be provided by the District during the term of the Contract.** Unless mutually agreed upon otherwise by the parties, the cost of such technology services will be the responsibility of the Contractor.
5. Landline Phone Connectivity and Services: The District at its expense shall provide Contractor with landline phone connections, telephone handsets, and local phone service from land lines. Contractor will be charged for any District-provided long distance, copying, and printing services. Contractor at its expense shall be responsible for all other business technology equipment and services needed to manage the dining operations, except for the expenses

related to the campus ID Card Program, POS System, and the District's voice/data backbone described above.

6. Internet Service: Contractor shall be responsible for installing and maintaining any Internet service it needs to manage the Services. The District will provide at no cost to Contractor reasonable access to the Dining Facilities for the installation and maintenance of Contractor's Internet equipment. Contractor understands and accepts that the Dining Facilities are "As Is" and "Where Is" relative to their suitability for accommodating Contractor's Internet needs.
7. Security Systems: Contractor shall be responsible for installing and maintaining any intrusion alarms and other security systems it deems necessary in the Dining Facilities assigned to it. Contractor must receive written approval from the appropriate Campus Representative prior to installing any such system and provide 24-hour by 7-day access to District employees for all Dining Facilities protected by such systems. Contractor may use any existing cabling and equipment that remain in the facilities upon the Commencement Date of the Contract.

## 6. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

The following instructions must be followed for a Respondent's Proposal in response to this RFP to be considered responsive:

### A. General Requirements

1. Proposal: **Respondent's Proposal in response to this RFP must be a non-password protected Adobe Acrobat (.pdf) file.** The entire Proposal must be in one file, not separated into multiple ones.
2. Delivery: **All complete digital PDF Proposals shall be e-mailed to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) with identical copies to Rick Thomas at [rthomas@Bdconnect.com](mailto:rthomas@Bdconnect.com) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu) with a subject line reading, "RFP Response – 11-2425 DISTRICT DINING SERVICES MANAGEMENT," followed by the Respondent's legal name.**

**Important note: The District's e-mail server can accept attachments up to 150 megabytes. If Respondent's Proposal is over this size, Respondent shall send an e-mail to the individuals listed above with a link to a secure file transfer protocol (FTP) site where the Proposal can be downloaded.**

Only Proposals submitted at or prior to the date and time set forth above shall be considered. Incomplete, inaccurate, or untrue responses or information provided therein by a Respondent shall be grounds for the District to reject such submissions for non-responsiveness. **The complete digital Proposal must be sent as described above by 4:00 p.m. Pacific Time on Friday, November 22, 2024.**

**No individual at the District except Michael Robins and Don Mackessy have the authority to solicit or receive questions regarding this RFP.** All Respondent inquiries must be submitted electronically by the specified date and time via the process described in Section 4 above. **Respondents shall not contact any other District employee or member of the Board of Trustees regarding this solicitation without prior written approval from Michael Robins or Don Mackessy.**

3. Contact Person: **Should Respondent want someone other than the authorizing officer who signed its Proposal on page one (1) of this RFP to be the contact person for the District, then Respondent must provide such individual's name, title, and contact information to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals.**
4. Ambiguity, Errors, and/or Omissions: If Respondent has any questions about this RFP or discovers any ambiguity, conflict, discrepancy, omission, or other error in this document, Respondent shall promptly, but by no later than Wednesday, October 30, 2024, notify Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu) via e-mail and request clarification or modification. Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. Clarifications will be made by the District via this link (<https://www.wvm.edu/services/general/bids.html>) without revealing the source by Wednesday, November 6, 2024. Modifications to this RFP will only be made by addenda, which will be sent to all parties that attended the Pre-proposal Meeting.

## **B. Proposal Preparation**

1. **Proposals shall be signed by an authorized representative of Respondent using page one (1) of this RFP.** Failure to submit all requested information may result in the District requiring prompt submission of missing information, giving a lowered evaluation of the Proposal, or rejecting the Proposal entirely.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
3. Proposals must be organized as described below. (Relevant section references are provided after each requirement.)
  - a. Document Order:

- i. Table of Contents: Respondent shall include a table of contents that includes page number references. The table of contents should be in sufficient detail to facilitate easy reference to the tabs described below.
- ii. Tab 1: Management Expectations:
  - 1. Relevant Experience: Respondent shall provide:
    - a. A brief history of its firm and its experience in providing dining services similar to those described herein (Section 5.E.1.a).
    - b. A list of Respondent's current clients who are considered comparable to the District, listing the length of service to each, and including a contact name, e-mail address, and telephone number for each (Section 5.E.1.b).
    - c. A list of Respondent's clients who have been won within the past four (4) calendar years (2021-2024), including a contact name, e-mail address, and telephone number for each (Section 5.E.1.c).
    - d. A list of Respondent's clients who have been lost within the past four (4) calendar years (2021-2024), including a contact name, e-mail address, and telephone number and the length of service to the client (Section 5.E.1.d). Respondent must also provide a brief explanation describing the nature of the lost account (e.g., termination for cause, termination for convenience, unsuccessful solicitation response, etc.) (Section 5.E.1.d).
  - 2. Adequacy and Performance: Respondent shall submit an organizational chart and staffing table that identifies how the Services will be managed and operated during the first year of the Contract (Section 5.E.2).
  - 3. Use of Temporary Employees: Respondent shall identify how and to what extent it will utilize temporary personnel to operate the Services, if at all (Section 5.E.3).
  - 4. Subcontracting of Managed Services: Respondent shall describe in detail any subcontractor to be used and the work it will perform (Section 5.E.4).

5. Management – Organizational Line of Authority: Respondent shall provide to the District its organizational line of authority, from the local general manager to the executive at the highest leadership level. Respondent shall briefly describe what role each of these individuals will have in management of the District’s dining program, as well as the type and regularity of contact the District can expect from each for the term of the Contract (Section 5.E.5).
  6. No Consideration: Respondent shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for Respondent, to attempt to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of the Contract (Section 5.E.6).
  7. Financial and Other Management Systems: Respondent shall describe the systems it has in place to manage the District account successfully (e.g., food management, human resources, financial, information technology, and other systems). Accounting procedures, electronic payment controls, auditing systems, inventory controls, payroll systems, financial dashboards, and sales reporting should be described (Section 5.E.7).
  8. Transition Plan: Respondent shall describe its implementation and transition plan for the dining operation should it be awarded the Contract, including assistance needed from the District and key milestone dates for tasks leading up to the Commencement Date (Section 5.E.9).
  9. Stakeholder Involvement: Respondent shall explain how it intends to work with students, faculty and staffs to enhance the dining experience and provide examples of how it has worked with such leaders on other campuses to solicit their input, enlist their help in program promotion, and evaluate operations (Section 5.E.10).
  10. Licenses and Permits: Respondent shall confirm that it has the necessary licenses and permits required to perform the Services or will have them prior to the commencement of the operations requiring a license or permit (Section 5.E.12).
- iii. Tab 2: Program Description: Respondent shall describe in detail how it will operate each part of the following dining services:



1. Retail Program: Respondent shall propose its year-round retail dining programs for each campus and location, including concepts; menus; use of proprietary, national, and/or local brands; pricing; and any other considerations that Respondent wishes to apply (e.g., food trucks, unattended food retail or micro markets, etc.) to accommodate the increase in sales due to the new meal plan program. When preparing its retail concepts in response to the District's request in this section, as well as its request in Section 5.G.2 below related to operating pro formas, Respondent should use the operating hours shown in Attachment G for its fall, spring, winter, and summer terms' hours at each campus. The District expects at least one venue to be open at each campus during the hours specified for the winter intersession and summer terms (Sections 5.B.1). Additionally, if the information above does not include it, Respondent shall submit sample price and portion lists for each venue and any sample rotating menus of specials and meal deals that will be featured at venues (Section 5.C.1).
2. Catering Program: Respondent shall submit its proposed catering program for the District, including pricing and service tiers with sample menus, and provide examples of its successful programs at similar institutions. The District is particularly interested in Respondent's ideas for growing the catering program's sales (Section 5.B.2).
3. Vending Services: Respondent shall propose its vending services plan for each college, describing equipment ownership and management, products, pricing, servicing, commissions, and any other information that Respondent wishes the District to know (Section 5.B.3).
4. Nutritional and Dietary Awareness: Respondent shall describe in detail the nutritional and dietary awareness program(s) it will initiate at the District, including virtual and in-person dietician and nutritionist resources (Section 5.B.6).
5. Dietary and Religious Needs: Respondent shall describe how it can accommodate the special dietary and religious requirements of patrons (Section 5.B.7).
6. Food Donations: Respondent shall describe the food donation program it anticipates implementing at the District should it become the Contractor (Section 5.B.11).

7. Food Insecurity: Respondent shall describe the ideas it has to support food insecurity programs on the campuses (Section 5.B.12).
8. Fair Labor Responsibilities: Respondent shall describe the monitoring activities it engages in to ensure compliance with fair labor policies (Section 5.B.13).
9. Sustainability: Respondent shall describe the sustainability efforts and practices it proposes for managing the dining services program, including sources and origins of its food and the extent to which organic or locally grown products will be procured, and whether such procurement causes conflict with the food specifications described in Section 5.C.2 (Section 5.B.14).

iv. Tab 3: Human Capital Plans:

1. Managers: Respondent shall submit résumés of the top candidates for its management positions. Respondent shall also describe its procedures and capacity for replacing on-site management or supplementing such personnel when circumstances demand it. (Section 5.F.1).
2. Hourly Employees: Respondent shall describe its plans for assessing, hiring, and training the existing hourly employees who wish to transition and how it will recruit additional workers if needed (Section 5.F.2).
3. Student Employment: Respondent shall describe its plans or ideas for hiring and utilizing student employees in the Dining Facilities (Section 5.F.3).
4. Salaries and Benefits: Respondent shall provide the salary ranges, benefits, and holiday schedules for the workforce it will assign to the District (Section 5.F.4).
5. Diversity, Equity, and Inclusion: Respondent shall submit its proposed DE&I program for the District (Section 5.F.6).
6. Employment Policies: Respondent shall provide its current employment policies and practices that will apply to its employees providing the Services at the District (Section 5.F.9).

7. Training: Respondent shall describe the training program(s) in which it expects employees to participate, as well as how participation in such training is monitored (Section 5.F.10).
  8. Pre- and Post-Employment Background Verifications: Respondent shall describe its pre- and post-employment background verification policies that will apply to the District's account (Section 5.F.13).
- v. Tab 4: Marketing Plans:
1. Marketing: Respondent shall describe the innovative and vibrant marketing plan it will implement at the District if awarded the account (Sections 5.B.8 and 5.C.3).
  2. Website and Other Digital Media: Respondent shall describe the Services website it envisions for the District. Respondent shall also describe how it will use social media and other digital tools to manage the program, drive sales, and engage its customer base (Section 5.B.8).
- vi. Tab 5: Financial Information:
1. Operating Contract: Respondent shall acknowledge it will operate the Services as an independent contractor on the P&L basis described above. If Respondent is not willing to operate the Services on this P&L basis, it must provide District with the terms and conditions under which it is willing to operate the Services (Section 5.A.1).
  2. Corporate Financial Performance: Respondent shall submit its most recent audited financial statements, including its annual report if one is available (Section 5.G.1).
  3. Dining Services Pro Forma: Respondents shall include two (2) pro formas in their Proposals: one (1) reflecting all activity at the Mission campus and one (1) reflecting all activity at the West Valley campus. Each pro forma shall show projections by venue for the first three (3) years of operations beginning as of the Commencement Date of the Contract. The statements shall include all projected sales (including meal plan revenues), cost of goods, labor, direct and indirect expenses, depreciation expenses, and net income (Section 5.G.2).
  4. Commission Structures: Respondent shall present the retail and catering sales commission structures, including any guaranteed

commissions, it will return to the District throughout the life of the Contract (Section 5.G.3).

5. Third-party Providers: If applicable, Respondent shall propose an appropriate split of any third-party commission revenue with the District (Section 5.G.4).

6. Financial Investments:

a. New Capital Improvements: Respondent shall describe in detail:

i. Any permanent improvements it proposes making to the Dining Facilities to be managed under the Contract, including the purpose, schedule, and expected cost of any such work (Section 5.G.5.a.i).

ii. Its financial contribution to fund such improvements and renovations (Section 5.G.5.a.ii).

iii. Its expectations for amortization of any such improvements (Section 5.G.5.a.iii).

b. Renewal and Refurbishment: Respondent shall:

i. Describe the initial improvements it intends to make to the Dining Facilities shortly after the Commencement Date (Section 5.G.5.b.i).

ii. Describe the annual investments it contemplates making in the Dining Facilities and furniture, fixtures, and equipment ("FF&E") following year one of the Contract to keep the Dining Facilities and FF&E functional and aesthetically pleasing (Section 5.G.5.b.ii).

c. Other Financial Considerations: Respondent shall identify any other financial considerations it will make to the District over the term of the Contract, including, but not limited to, any donations to the chancellor's and presidents' funds, student scholarships, Associated Students funds, sponsorships, in-kind dining services (e.g., catering), in-kind product donations, or other considerations. Respondent shall describe the

amounts, timing, and conditions pertaining to all such considerations (Section 5.G.5.c).

7. Discounts: Respondent shall describe any discounts (if any) it intends to offer the District community, including who is eligible to receive them, at what percentages, and on what sales or services (Section 5.G.8).
8. Confidential Information: Respondent must acknowledge the District's confidentiality requirements in its Proposal (Section 5.G.10).
9. CalFresh / EBT: Respondent shall describe its experience with the CalFresh Restaurant Meal Program and how it can implement the program at the District (Section 5.B.16).

vii. Tab 6: Dining Facilities and Equipment:

1. Existing Dining Facilities and FF&E: Respondent shall identify any concerns it has with the existing Dining Facilities or Equipment, particularly the food production equipment, and outline any recommendations it has for addressing the issues (Section 5.H.1).
2. Recycling Program: Respondent shall describe the recycling program it will implement on each campus (Section 5.D.4).
3. Sanitation Plan: Respondent shall provide a preliminary sanitation plan for the Services and Dining Facilities to be under the Contractor's control (Section 5.D.5).

viii. Tab 7: Technology Plans:

1. Electronic Systems: If not described in earlier sections, Respondent shall describe its:
  - a. Plan for funding, installing, and utilizing its POS System, including the equipment to be installed, the timing of installations, and the assistance needed from the District to integrate the POS System with the District's systems (Section 5.1.2.a).
  - b. Network and system security, including how information is stored, shared, used, and safeguarded (Section 5.1.2.b).

- c. Payment card industry (PCI) compliance policies and security protocols (Section 5.1.2.c.).
    - d. Online and mobile ordering and mobile payment technology (Section 5.1.2.d.).
    - e. Digital marketing resources to be used to deliver the Services (Section 5.1.2.e).
    - f. Any other system that Respondent intends to utilize to manage the District's account (Section 5.1.2.f).
  - 2. District Technological Assistance: Respondent shall describe any expectations for technology services to be provided by the District during the term of the Contract (Section 5.1.4).
- ix. Tab 8: Quality Assurance:
- 1. Quality Assurance: Respondent shall describe its customer satisfaction and feedback collection techniques (e.g., customer surveying, social media, advisory committee, secret shoppers, etc.), as well as its processes and commitments for addressing concerns or complaints (Section 5.B.10).
  - 2. Key Performance Indicators ("KPIs"): Respondent shall provide the KPIs it believes should be used to evaluate its performance should it be awarded the Contract (Section 5.E.8).
- x. Tab 9: Additional Information:
- 1. Review of Terms, Conditions, Objectives, and Requirements: Respondent must include a redline of the draft contract included as Attachment D, providing the exact language of any suggested modifications (Section 2).
  - 2. Small, Women-owned, or Minority-owned Business Enterprises: Respondents should provide information on how participation from such businesses, including through partnerships, joint ventures, subcontracts, or other contractual opportunities, may occur under the Contract (Section 3).
  - 3. Assessment of Current Program: Respondent shall evaluate the current operation and propose ideas for managing each location.

Sufficient detail should be provided to allow the District to distinguish the merits of each Respondent's Proposal (Section 5.A.4).

4. Alternate Options: A Respondent submitting an alternative option to what is required in this RFP shall clearly identify the exceptions and include a detailed description of the alternate(s) proposed. A Respondent may suggest additions to the requirements with respect to scope of work or services performed. All such suggestions shall be clearly defined. Alternate options shall be submitted as an attachment to a Respondent's base Proposal package, which should be complete and conform with all RFP requirements (Section 7.B).
5. Contact Person: Should Respondent want someone other than the authorizing officer who signed its Proposal on page one (1) of this RFP to be the contact person for the District, then Respondent must provide such individual's name, title, and contact information to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals (Section 6.A.3).
6. Concessions: If interested, Respondent should provide a brief explanation of its interest in managing concessions at performance or athletic events at the colleges and under what conditions it might do so.

xi. Tab 10: Attachments:

1. Signed cover sheet (page 1 of this RFP).
2. Valid agreement that allows Respondent to operate any proposed branded concept, if applicable (Section 5.B.17).
3. Certifications: Respondent shall certify it:
  - a. Has the authority to enter into the Contract and perform the work contemplated in this RFP (Section 7.I.1).
  - b. Has not been suspended, debarred, or otherwise disqualified from entering into any contract with the State of California, any other state, or the federal government, and is not currently under suspension or debarment by the State of California, any other state, or the federal government (Section 7.I.2).

- c. Has not been convicted of a crime involving business honesty or integrity in any jurisdiction (Section 7.1.3).
  - d. Had any business license or professional license suspended or revoked (Section 7.1.4).
  - e. Has not had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust (Section 7.1.5).
  - f. Has not been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency (Section 7.1.6).
  - g. Has not failed, due to its fault, any health or sanitation inspection conducted by a municipal or state agency with jurisdiction over Contractor's college or university accounts during the calendar years 2021, 2022, and 2023 (Section 7.1.7).
  - h. Is qualified to do business in California. (Section 7.1.8).
4. Compliance with the Commencement Date: Respondent shall confirm in writing its ability to comply with the schedule stated herein and be fully staffed and operational as of the Commencement Date (Section 8.D).
- b. Pagination: All pages of the Proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.).
  - c. Electronic Copy: The .pdf file must be a complete Proposal submitted as a single document. Sections must be organized as described above and divided by tabs for easy reference. Proposals that are not organized in this manner risk elimination from consideration if the District's evaluators are unable to find where the RFP requirements are specifically addressed.

### **C. Additional or Supplemental Information**

As part of its evaluation process, the District may request Respondents to provide written clarifications or additional information needed to evaluate a Proposal fairly. The District will specify the timeline for submittal of such additional or supplemental information.

### **D. Disqualification**



The District reserves the right to disqualify a Respondent's Proposal for any of the following reasons:

1. Respondent's late Proposal.
2. Respondent's inclusion of any provision that conditions Respondent's acceptance of the award on the District's agreement to Respondent's stated terms.
3. Respondent's incomplete or irregular responses to an extent that the Proposal is confusing, incomplete, or ambiguous.
4. Respondent's suspension or debarment from conducting business in California or with the federal government.
5. Respondent being in default of any prior agreement or contract that has not been cured.
6. Respondent's misrepresentation of any material fact contained in any part of its Proposal in response to this RFP.

#### **E. In-person Presentation**

Respondents who submit a Proposal and are selected by the District will be required to give in-person presentations to the District, which are scheduled for **Tuesday, January 14, 2025**. The presentations will provide an opportunity for each selected Respondent to clarify or elaborate on its Proposal but will in no way change the original submission. The District will schedule the times and locations of any such presentations.

**Any Respondent invited to campus for an in-person presentation shall bring the individuals who will be working directly with the District. The District is most interested in meeting the key individuals at the campus, regional, and corporate levels who will actively manage the account.**

### **7. TERMS AND CONDITIONS RELATING TO THE SOLICITATION PROCESS**

The following terms and conditions apply to this solicitation process:

#### **A. Late Proposals**

To be considered for selection, Proposals must be received by the District by **Friday, November 22, 2024, 4:00 p.m. Pacific Time**. **Proposals must be submitted as required in Section 6.A.2 above.** Proposals received after this date and hour may be disqualified and may not be considered. It is the Respondent's sole responsibility to ensure that its Proposal is received on time.

#### **B. Alternate Options**

The District may, in its sole discretion, consider alternate options submitted by qualified Respondents. **A Respondent submitting an alternative option to what is required in this RFP shall clearly identify the exceptions and include a detailed description of the alternate(s) proposed. A Respondent may suggest additions to the requirements with respect to scope of work or services performed. All such suggestions shall be clearly defined. Alternate options shall be submitted as an attachment to a Respondent's base Proposal package, which should be complete and conform with all RFP requirements.**

### **C. Respondent's Understanding of Requirements**

It is understood and agreed that Respondent has, by careful examination, satisfied itself as to the nature and location of the Services; the character, quality, and quantity of the Services to be provided; the type and condition of Equipment and Dining Facilities available to deliver the Services; and all other matters that can in any way affect the Services to be delivered by Respondent under the Contract. No verbal agreement or conversation with any officer, agent, or employee of the District, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract.

### **D. Withdrawal or Modification**

A Respondent's Proposal may be withdrawn entirely or withdrawn and resubmitted prior to the Due Date of **Friday, November 22, 2024**. Any such change must be made by e-mailing Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu) and requesting that the entire original Proposal be withdrawn or modified. Rick Thomas at Brailsford & Dunlavey, Inc ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. **Any revised Proposal must be resubmitted in its entirety.** No Proposal may be withdrawn or modified after the Due Date.

### **E. Offer Acceptance Period**

Any Proposal in response to this RFP must be valid for one hundred eighty (180) calendar days after the Due Date to allow time for evaluation, selection, and any unforeseen delays.

### **F. Nondiscrimination Against Respondents**

A Respondent shall not be discriminated against in the solicitation or award of the Contract because of race, religion or creed, color, age, gender, sexual orientation, familial status, disability, veteran status, national origin or ancestry, or any other basis prohibited by applicable law relating to discrimination in employment.

### **G. Ethics in Contracting**

By submitting a Proposal in response to this RFP, Respondent certifies that its Proposal is made without collusion or fraud and that it has not offered or received any inducement from any individual, corporate or otherwise, in connection with its Proposal, and that Respondent has not conferred on any District employee any payment, loan, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### **H. Immigration Reform and Control Act of 1986**

By submitting its Proposal, Respondent certifies that it does not and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal *Immigration Reform and Control Act of 1986*.

#### **I. Certifications**

By submitting its Proposal, **Respondent certifies it:**

- 1. Has the authority to enter into the Contract and perform the work contemplated in this RFP.**
- 2. Has not been suspended, debarred, or otherwise disqualified from entering into any contract with the State of California, any other state, or the federal government, and is not currently under suspension or debarment by the State of California, any other state, or the federal government.**
- 3. Has not been convicted of a crime involving business honesty or integrity in any jurisdiction.**
- 4. Had any business license or professional license suspended or revoked.**
- 5. Has not had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust.**
- 6. Has not been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency.**
- 7. Has not failed, due to its fault, any health or sanitation inspection conducted by a municipal or state agency with jurisdiction over Contractor's college or university accounts during the calendar years 2021, 2022, and 2023.**
- 8. Is qualified to do business in California.**

#### **J. Qualifications of Respondents**

The District reserves the right to make reasonable investigations to determine the ability of the Respondent to perform the Services outlined in this RFP. Respondent shall cooperate with the District's efforts as requested. The District also reserves the right to inspect Respondent's current accounts to satisfy any questions or concerns regarding the Respondent's capabilities.

#### **K. Announcement of Award**

The successful Respondent will be notified of the award in writing. The District will then prepare the Contract, based on the form set forth in Attachment D, which will incorporate the specifications, requirements, terms, conditions, and provisions included in this RFP (as amended) and any additional elements of the Respondent's Proposal that the District deems relevant. The District's Board of Trustees must approve the Contractor prior to the execution of the Contract.

#### **L. Confidential Information**

All Respondents' materials submitted relative to this RFP will be kept confidential until such time a notice of intent to award a Contract is made or this RFP is cancelled. At such time, all materials submitted are subject to the California Public Records Act (California Government Code Section 6250 et seq.), except for financial statements and materials expressly noted in Proposals as being confidential or proprietary. Any information deemed confidential or proprietary by Respondent must be clearly identified by Respondent as such at the time of Respondent's submission. Such information may then be protected and treated with confidentiality to the extent permitted by law.

#### **M. Costs Associated with the RFP Process**

Respondents must bear all costs associated with the preparation of Proposals and of any in-person meetings or presentations requested by the District unless otherwise expressly stated in writing by the Issuing Representative. Respondents submit Proposals at their own risk and expense.

#### **N. Ownership and Use of Work Product**

All specifications, plans, computations, data, publications, statements, accounts, reports, studies, and other materials prepared by Respondent in connection with this RFP (collectively, "Work Material"), whether accepted or rejected by the District, becomes the property of the District and is for its exclusive use and re-use at any time without compensation and without any restrictions. The District shall not have any proprietary interest in materials prepared by Respondent prior to this RFP. Respondent's confidential information, marked as such, will not be considered Work Material. The District will have the right to use Work Material for dining-related activities or otherwise. The District may, at all times, retain the originals of the Work Material. Respondents' Proposals will not be returned except as required in this solicitation. The District will keep Proposals confidential to the extent allowed for by law, provided they are so marked.

## **O. News Releases**

News releases by Respondent pertaining to this RFP may not be made without the District's approval, and then only with the prior written approval of the District's Issuing Representative.

## **P. Response Protest Procedure**

Any Respondent submitting a Proposal may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with: (i) the protest is in writing; (ii) the protest is filed and received by the District's Executive Director, General Services, not more than five (5) calendar days following the date of issuance of the District's notice of intent to award the Contract; and (iii) the written protest sets forth, in detail, all grounds for the protest, including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid.

Provided that a protest is filed in strict conformity with the foregoing, the District's Executive Director, General Services, or such individual(s) as may be designated by him/her ("District Designee"), will review and evaluate the protest. The District's Executive Director, General Services or the District Designee is authorized to take final action on behalf of the District relating to a protest and will provide the Respondent submitting the protest with a written statement concurring with or denying the protest ("Response Protest Disposition"). The Response Protest Disposition is not subject to District administrative review or appeal. The issuance of a Response Protest Disposition by the District's Executive Director, General Services, or the District Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the solicitation process, the District's award of the Contract, the District's disposition of any Response protest, or the District's decision to reject all Responses. If any legal or equitable proceedings are instituted relating to a protest, award of the Contract, or the solicitation process and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies) as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

## **8. AWARD CRITERIA**

The award will be made to the Respondent that is determined to best meet the needs and objectives of the District. Respondents are encouraged to be creative in their Proposals and suggest programs and innovations that appeal to today's college students and enhance the overall quality of life of the West Valley College and Mission College communities. The District's Board of Trustees must approve the Contractor selection.

### **A. Evaluation Factors**

The District intends to award the Contract after considering a variety of factors that include, but may not be limited to, the following (which are not listed in order of their importance):

- Respondent's qualifications and ability to provide excellent service on a consistent basis.
- Respondent's customer service record, particularly at institutions similar to the District.
- Respondent's conformity to this RFP's requirements.
- Respondent's creativity in responding to the District's stated objectives for enhancing its dining program.
- Respondent's proposed menus and pricing.
- Respondent's proposed financial terms, including menu pricing, commissions, cost sharing, and investments in the District.
- Respondent's proposed capital improvement plan.
- Respondent's acceptance of proposed terms and conditions contained in this RFP and draft contract (Attachment D).
- Respondent's ability to recruit, retain, and manage a motivated, diverse, and effective workforce.
- Respondent's corporate stability.
- Respondent's corporate interest in and support of the District's account.

#### **B. Rights Reserved by the District**

Throughout the solicitation process described in this RFP and prior to the execution of the Contract, the District, in its sole discretion, reserves the following rights:

- To waive any defect, irregularity, omission, or error in a Respondent's Proposal.
- To accept or reject, in whole or in part, a Respondent's Proposal.
- To stop the solicitation process at any time.
- To request additional information while Proposals are under consideration.
- To add, delete, modify, or otherwise amend the terms, conditions, or requirements stated in this RFP when issuing the Contract.

- To correct or clarify any information presented in this RFP at any time prior to the full execution of the Contract.
- To award the Contract based on a Respondent's initial Proposal without the discussion or negotiation of such Proposal.

No Respondent shall have any cause of action against the District arising out of the methods by which Proposals in response to this RFP are assessed. The final approval of the Contractor shall be at the sole discretion of the District's Board of Trustees.

#### **C. Payment Prior to Award**

Unless expressly agreed to in writing by the District, the District assumes no liability for payment for Services or expenses incurred by Contractor until the Contract is signed by the parties and in full force and effect and the Commencement Date arrives.

#### **D. Contract Execution**

The successful Respondent will be expected to execute the Contract promptly with the District and begin operations under the executed Contract by the Commencement Date. **Respondent shall confirm in writing its ability to comply with this schedule and be fully staffed and operational as of the Commencement Date.**

**ATTACHMENT A  
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT  
PRE-PROPOSAL MEETING REGISTRATION FORM**

**DINING SERVICES MANAGEMENT - REQUEST FOR PROPOSAL (RFP #11-2425)**

E-mail this completed form by **4:00 p.m. Pacific Time on Friday, October 4, 2024**, to Michael Robins at [michael.robins@wvm.edu](mailto:michael.robins@wvm.edu) and Don Mackessy at [don.mackessy@wvm.edu](mailto:don.mackessy@wvm.edu). Rick Thomas at Brailsford & Dunlavey, Inc. ([rthomas@bdconnect.com](mailto:rthomas@bdconnect.com)) should be copied on all transmittals. Brailsford & Dunlavey is assisting the District with this solicitation process.

A **MANDATORY** pre-proposal meeting and campus tours will be held on Wednesday, October 16, 2024. The meeting will begin at 9:00 a.m. PT on the West Valley College campus. A detailed itinerary with meeting times, room locations, parking instructions, and other important information will be sent to Respondents by October 11. Respondents should allow until 3:30 p.m. PT for the meeting and tours of both colleges. Respondents are responsible for their own transportation to, between, and from the campuses.

**Failure to attend this mandatory pre-proposal meeting will prohibit a potential respondent from further participation in this RFP process, including the ability to submit a proposal.**

**Name of company attending:**

Please provide the following information for the individuals who will attend (**maximum of five allowed**):

Attendee 1 (Primary Contact):

Name:	Title:
Phone:	E-mail:

Attendee 2:

Name:	Title:
Phone:	E-mail:

Attendee 3:

Name:	Title:
Phone:	E-mail:

Attendee 4:

Name:	Title:
Phone:	E-mail:

Attendee 5:

Name:	Title:
Phone:	E-mail:



**Attachment B**  
**Dining Facilities Floor Plans**

**Seating Capacities:**

*West Valley College campus:*

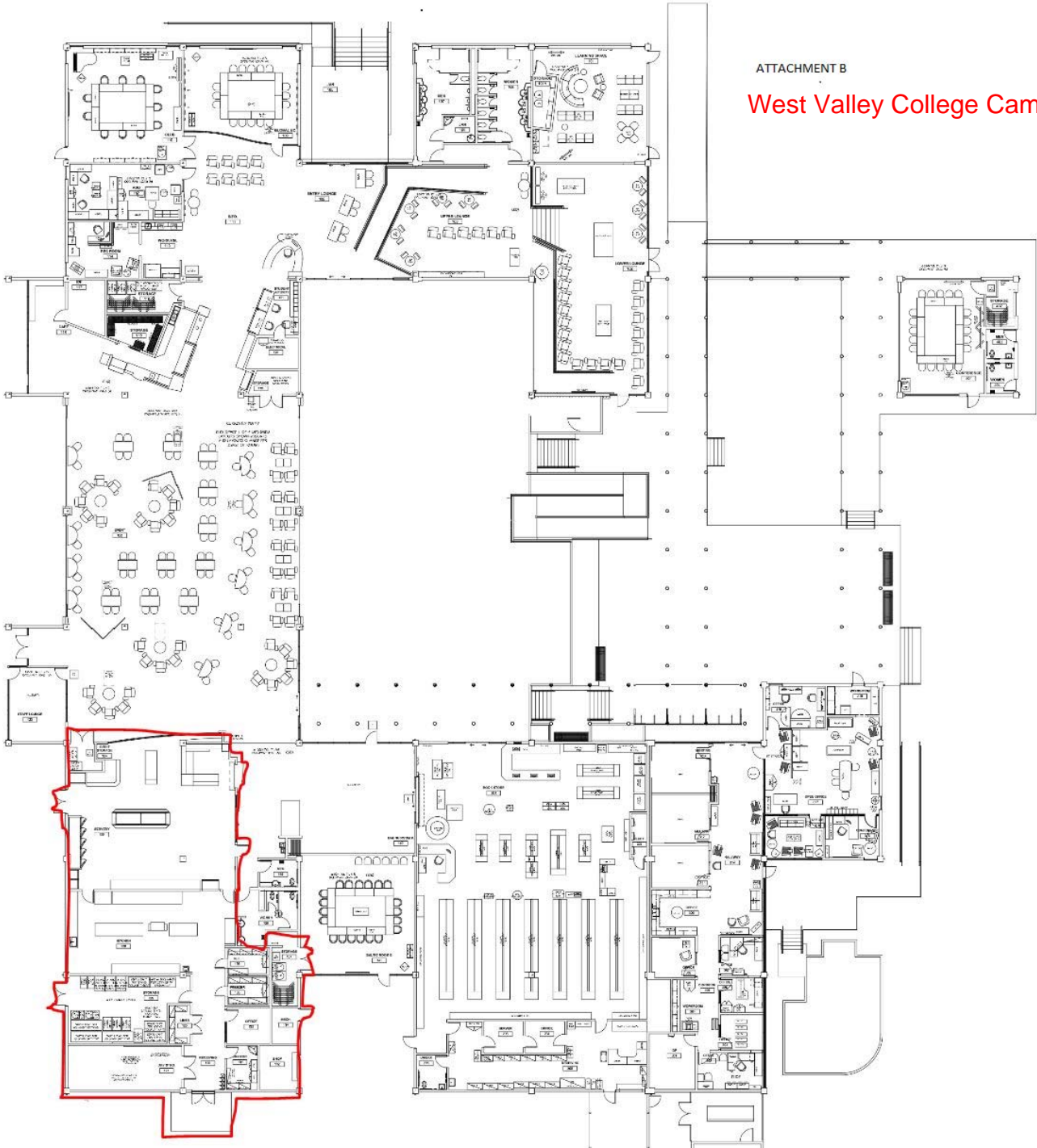
- Campus Center Café, currently known as WM Café: 171 seats.
- Coffee bar in the Campus Center: Seating is shared with the WM Café.
- Learning Resource Center (library) coffee bar (opening in spring 2026): Final seating is to be determined.

*Mission College campus:*

- Saints Café in the Campus Center: 176 seats.
- Coffee bar in the Student Engagement Center: 30 seats.
- Coffee bar in the Gilmor Center: No dedicated seating (primarily a grab n' go location).

ATTACHMENT B

West Valley College Campus Center





FLOOR PLAN SHEET NOTES

- A. ALL EXISTING GRID LINE DIMENSIONS TO BE V.F.
- B. PROJECT ELEVATION +0'-00" SET TO ASSUMED EXISTING SLAB ELEVATION OF +379.92' ON SURVEY, V.F.
- C. FURNITURE SHOWN FOR REFERENCE ONLY.
- D. SEE CASEWORK & SHELVING PLANS A250 - A253 FOR SHELVING AND CASEWORK LOCATIONS
- E. SEE FINISH PLANS A230 - A233 FOR FINISH TYPES AND LOCATIONS
- F. SEE CODE PLAN G101 FOR SIGNAGE INFORMATION
- G. SEE CODE PLAN G101 FOR FIRE RATING REQUIREMENTS  $\Delta$  AD1
- H. REPAIR / PATCH (E) SPRAY ON FIRE PROOFING, THAT HAS BEEN DISTURBED AS PART OF DEMOLITION WORK OR CONSTRUCTION WORK PER FIRE PROOFING SCHEDULE BELOW.

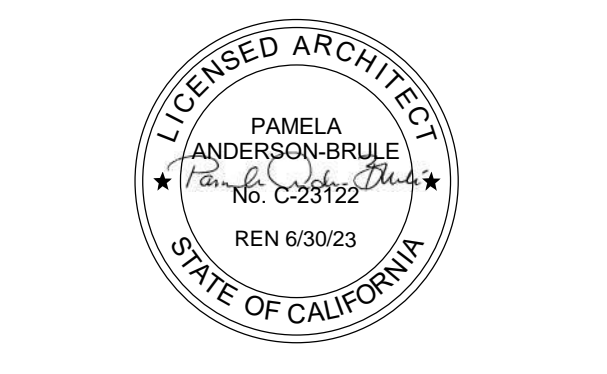


ANDERSON BRULÉ  
 ARCHITECTS

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 San Jose, California 95113  
 408.298.1885 | www.aba-arch.com



CONSULTANTS LOGO



NO.	DATE	REVISIONS
AD1	02/10/22	REVISED BID SET
4	08/05/2022	ADDENDUM 4

PROJECT TITLE:  
**WVC LRC RENOVATION**  
 14000 FRUITVALE AVENUE  
 SARATOGA, CA 95070

PROJECT NO. 19-0703-0  
 DATE: 08/12/2022  
 SHEET TITLE:

FLOOR PLAN - OVERALL

SCALE: As indicated

All drawings and written material appearing herein constitute original and unpublished work of Anderson-Brulé Architects and may not be distributed without the written consent of Anderson-Brulé Architects.

DSA APPROVED CONFORMING SET 10/21/2022

Attachment B - West Vally College Library Renovation

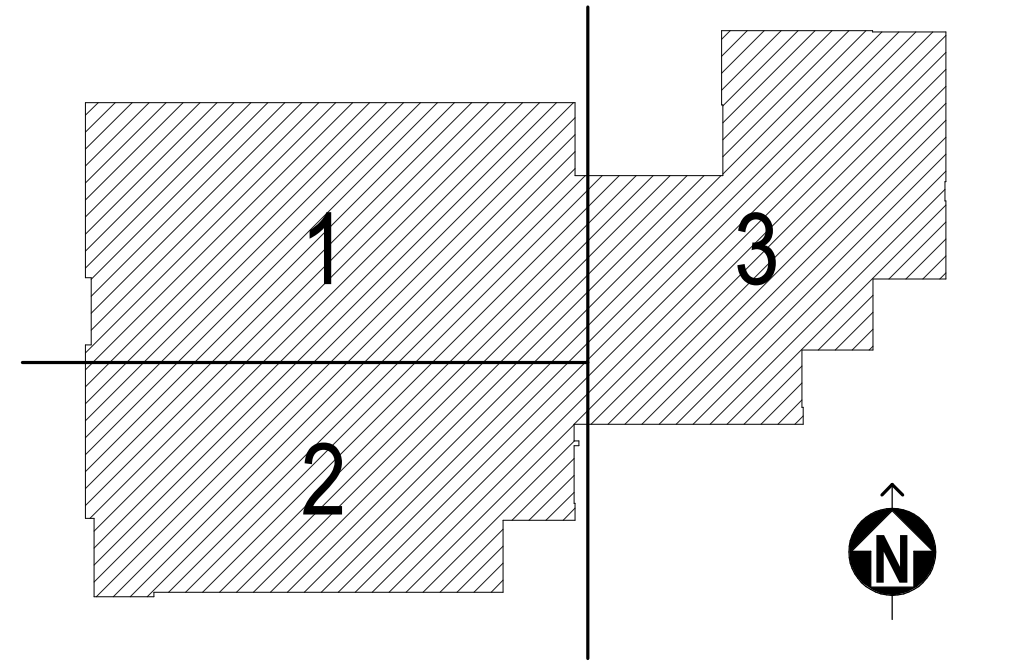


1 FLOOR PLAN - OVERALL  
 1/16" = 1'-0"

FIREPROOFING SCHEDULE

PROTECTED ITEM	UL LISTING - SAFP	UL LISTING - IFRM
1. TUBE STEEL BEAMS 1-HR	-	UL# Y634
2. TUBE STEEL BEAMS 1.5-HR (TOWERS)	-	UL# Y634
3. TUBE STEEL COLUMNS 1-HR	-	UL# Y634
4. TUBE STEEL COLUMNS 1.5HR (TOWERS)	-	UL# Y634
5. PRIMARY & SECONDARY ROOF BEAMS	UL# SF50	
6. ROOF ASSEMBLY (1 & 1.5 HR)	UL# P732	

KEY PLAN



**ENLARGED PLAN SHEET NOTES**

- A. ALL NOTES & LEGENDS ON SHEET A290, A291, A292, A293, A294, A295, A296, A297, A298
  - B. SEE SHEET A204 FOR FINISH LEGEND
  - C. ALL ELECTRICAL OUTLETS ABOVE CASEWORK TO BE ORIENTED HORIZONTALLY
  - D. ELECTRICAL OUTLETS SHOWN FOR REFERENCE. SEE FOR LOCATIONS
  - E. ALL CASEWORK TO BE LOCKABLE U.N.O.
- MEP COMPONENT ANCHORAGE NOTE**  
ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2019 CBC SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTER 13, 26, AND 30:
1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
  2. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. "PERMANENTLY ATTACHED" SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING FLEXIBLE CABLE.
  3. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4' OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORTS THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.
- THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:
- A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVING A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
  - B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.
- THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL, RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE DESIGN PROFESSIONAL IN GENERAL. RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.



ANDERSON BRULÉ  
ARCHITECTS  
325 South First Street, 4th Floor  
San Jose, California 95113  
408.298.1885 | www.aba-arch.com



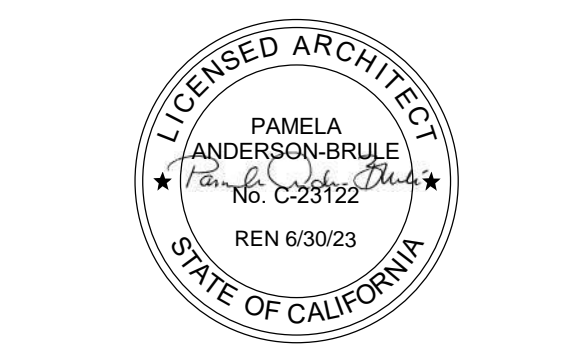
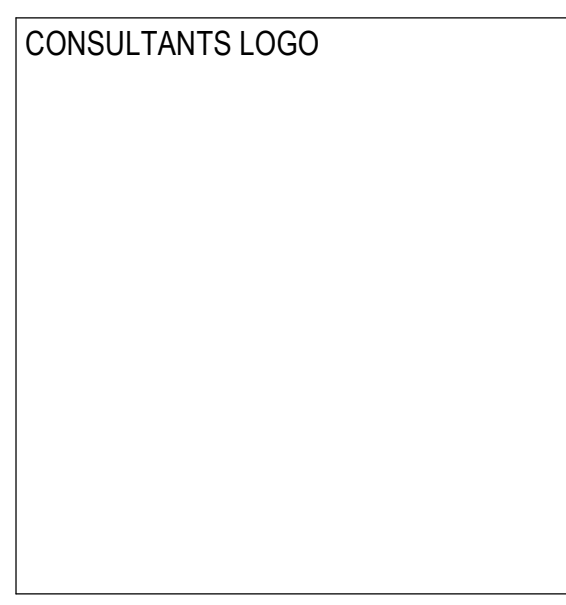
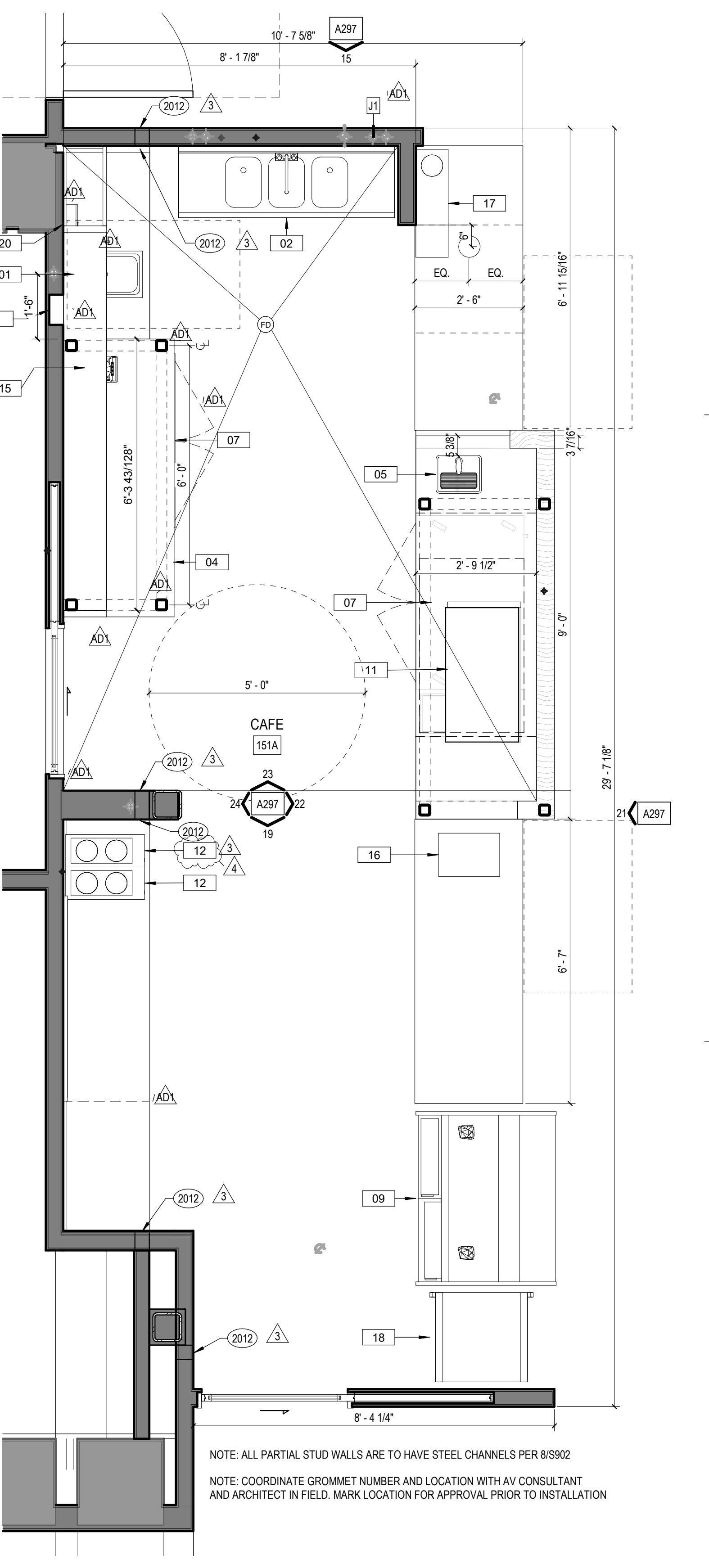
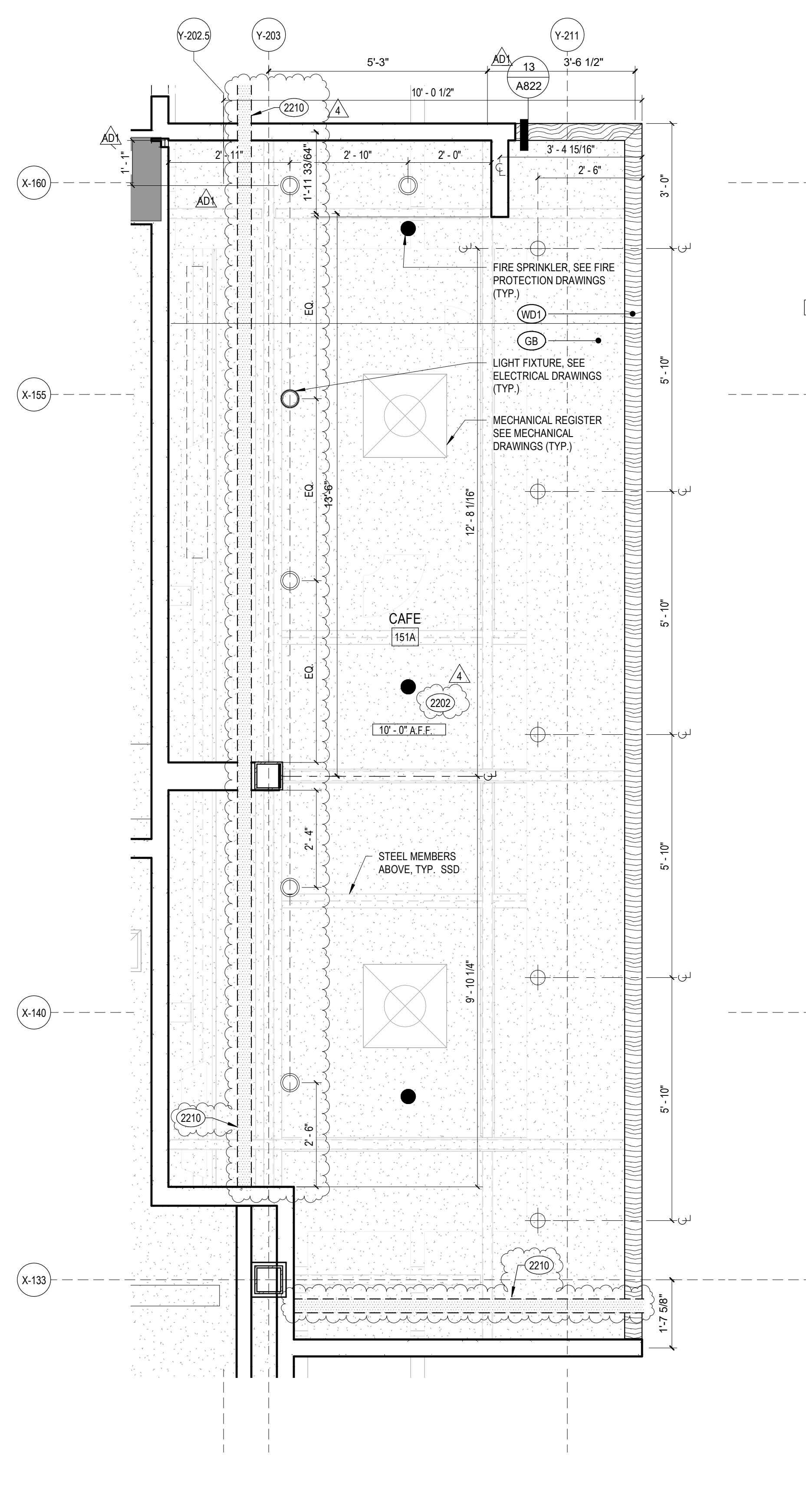
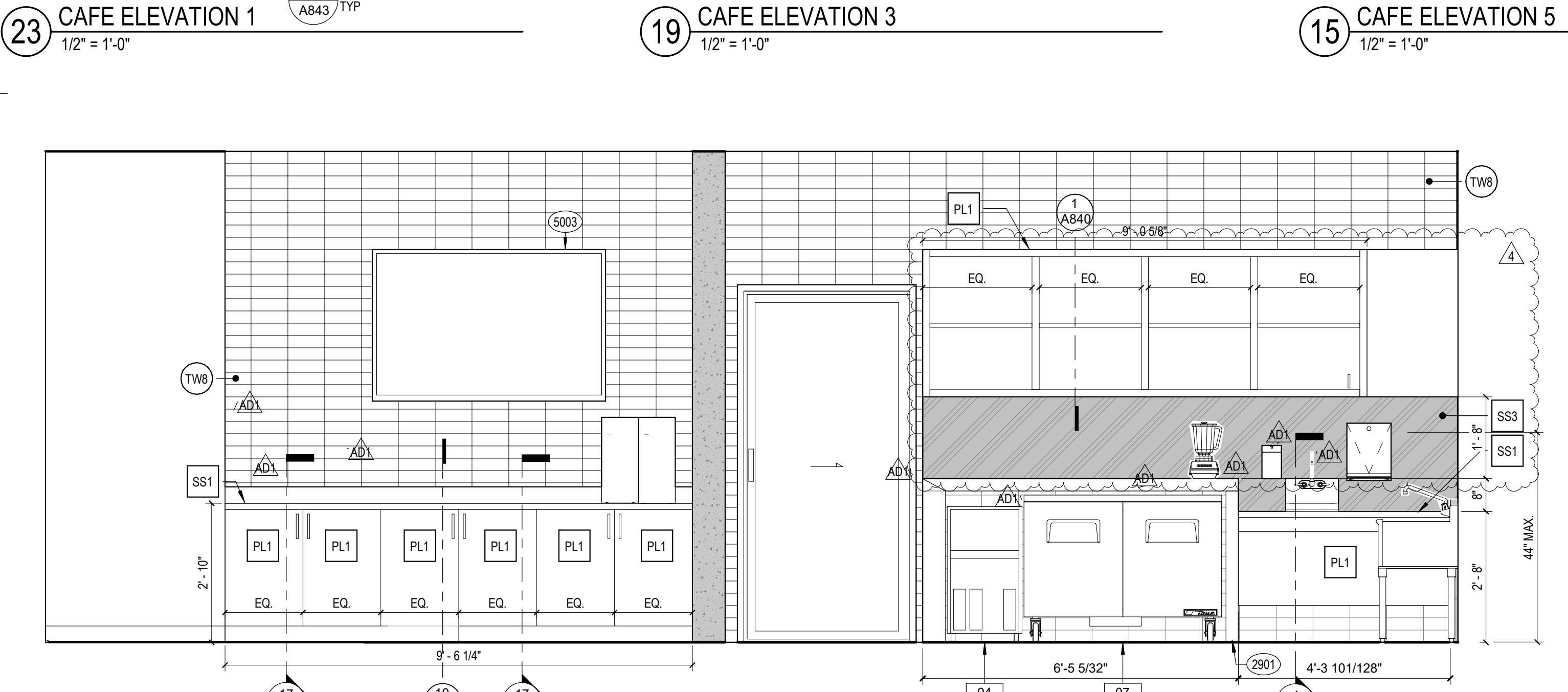
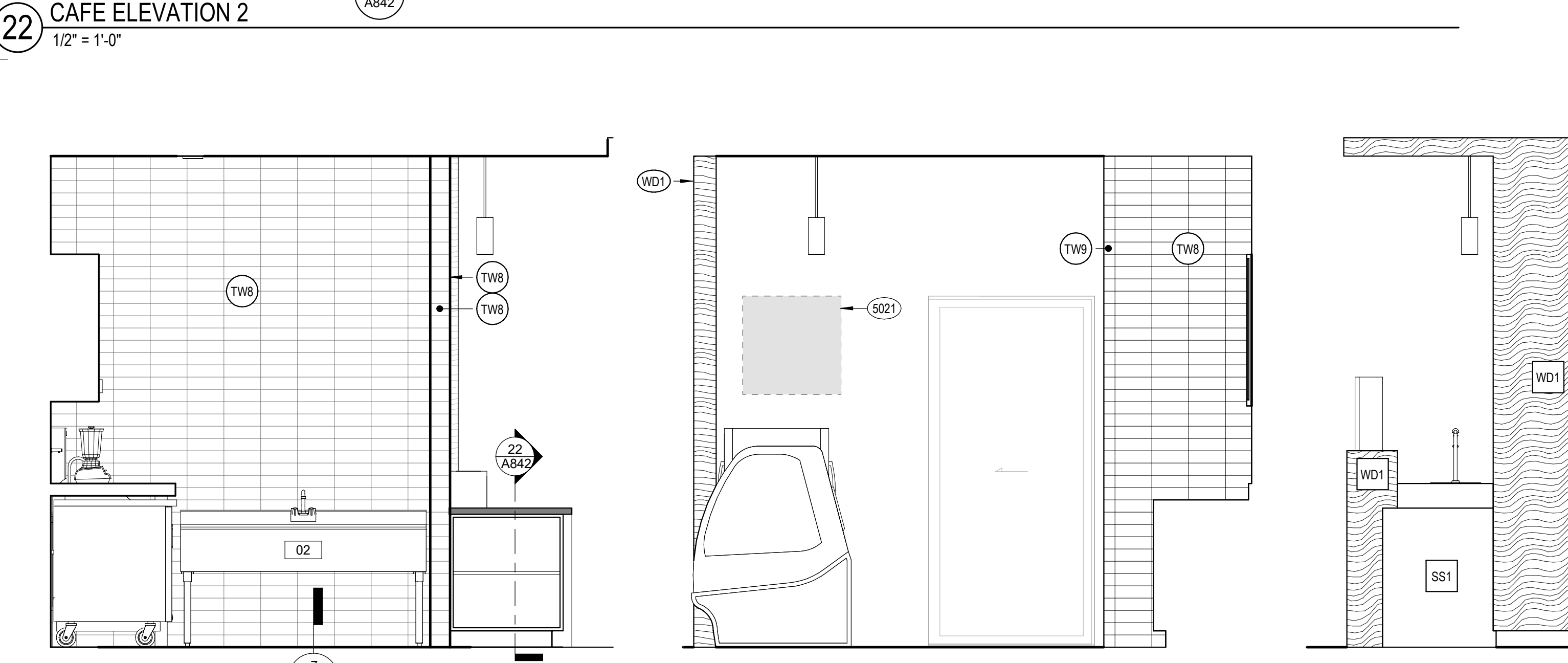
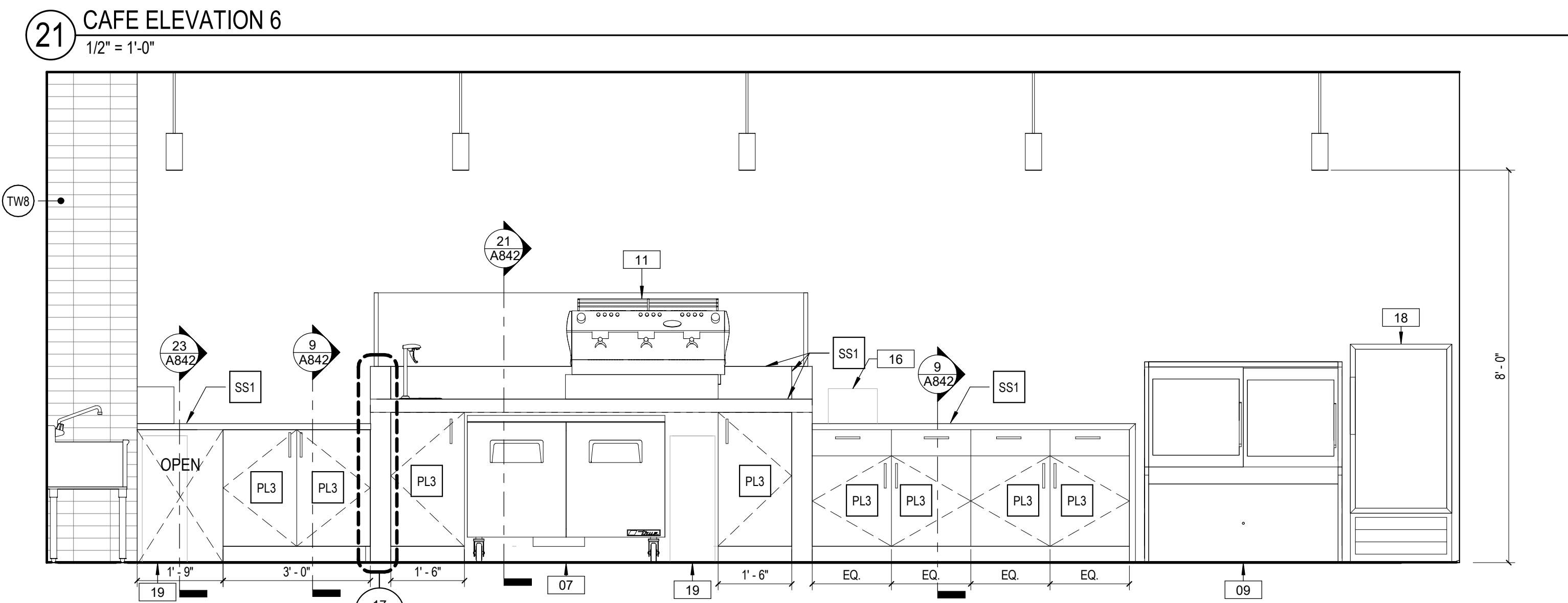
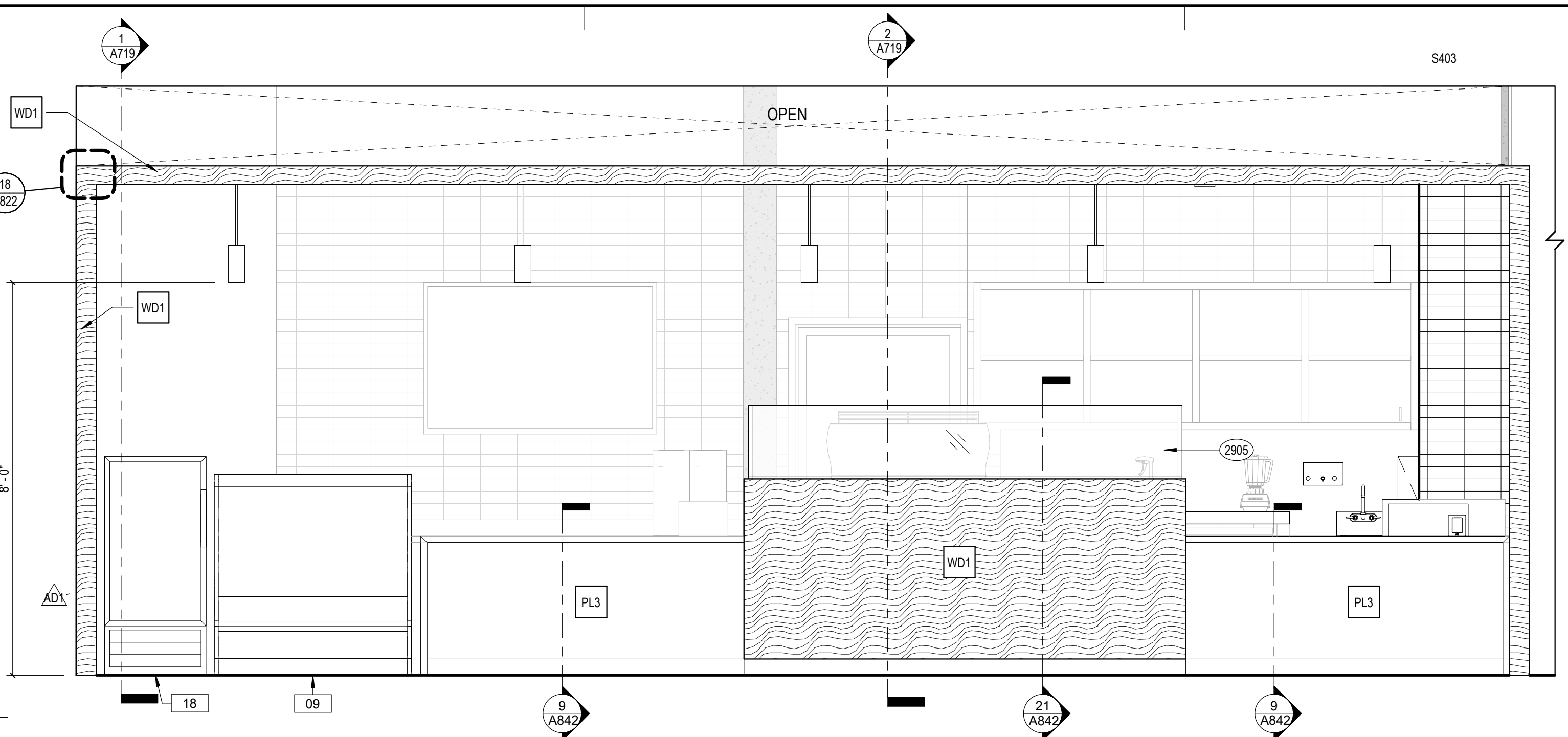
**ENLARGED PLAN KEYNOTES**

- 2012 SEISMIC JOINT WALL COVER, MTL COVER, CS GROUP 'ASM' OR EQ. PAINT TO MATCH WALL COLOR
- 2202 GYP BD. CLG W/ LEVEL 5 FINISH, W/ SEMI GLOSS PAINT.
- 2210 SEISMIC JOINT WALL COVER, MTL COVER, CS GROUP 'ASM' OR EQ. PAINT TO MATCH CEILING COLOR
- 2901 HSS 3X3 POST WITH POWER ACTUATED FASTENER @ 12" O.C.
- 2905 SNEEZE GUARD
- 5003 TV MONITOR, SEE AV DRAWINGS
- 5021 GRAPHIC SIGNAGE, O.F.O.I



CAFE - FOR REFERENCE ONLY

CAFÉ EQUIPMENT					
EQUIPMENT ID.	EQUIPMENT TYPE	Manufacturer	Model	Comments	Count
01	SOAP DISPENSER	Bobrick Washroom Equipment, Inc	B-306	CFO	1
02	HAND WASH SINK	Advance Tabco	DI-1-SSP	CFO	1
04	ICE MAKER	Eagle Group	BRC-18	CFO	1
05	FILTERED WATER DISPENSER	ICE-O-MATIC	UCO130A	CFO	1
07	UNDERCOUNTER REFRIGERATOR	TAS Brass and Bronze Works, Inc	B-1230-12	CFO	1
08	DISPLAY CASE	TRUE	TUC-48-ADA-HC	CFO	2
09	ESPRESSO MACHINE	TRUE	TDM-R-48	CFO	1
11	COFFEE BREWER	SCHAEFER	AMBIENTE PS	CFO	1
12	BLENDER WITH COVER	WILBER CURTIS	ALP10312A000	CFO	1
15	POINT OF SALE	VITAMIX	THE QUIET ONE	CFO	1
16	COFFEE CONDIMENT STORAGE	SQUARE	NA	O.F.O. SHOWN FOR REFERENCE ONLY	1
17	PASS THROUGH REFRIGERATOR	TRUE	GDM-10FT-HC-TSL01	CFO	1
18	TRASH	ULINE	H-5148	CFO. SHOWN FOR REFERENCE ONLY	4



NO.	DATE	REVISIONS
AD1	02/10/22	REVISED BID SET
3	08/23/2022	ADDENDUM 3
4	09/15/2022	ADDENDUM 4

PROJECT TITLE:  
**WVC LRC RENOVATION**  
14000 FRUITVALE AVENUE  
SARATOGA, CA 95070

PROJECT NO. 19-0703-0  
DATE: 08/12/2022  
SHEET TITLE:

**ENLARGED PLANS - CAFE**

SCALE: As indicated

9/2/2023 3:17:26 PM  
All drawings and written material appearing herein constitute original and unpublished work of Anderson-Brulé Architects and may not be duplicated without the written consent of Anderson-Brulé Architects.

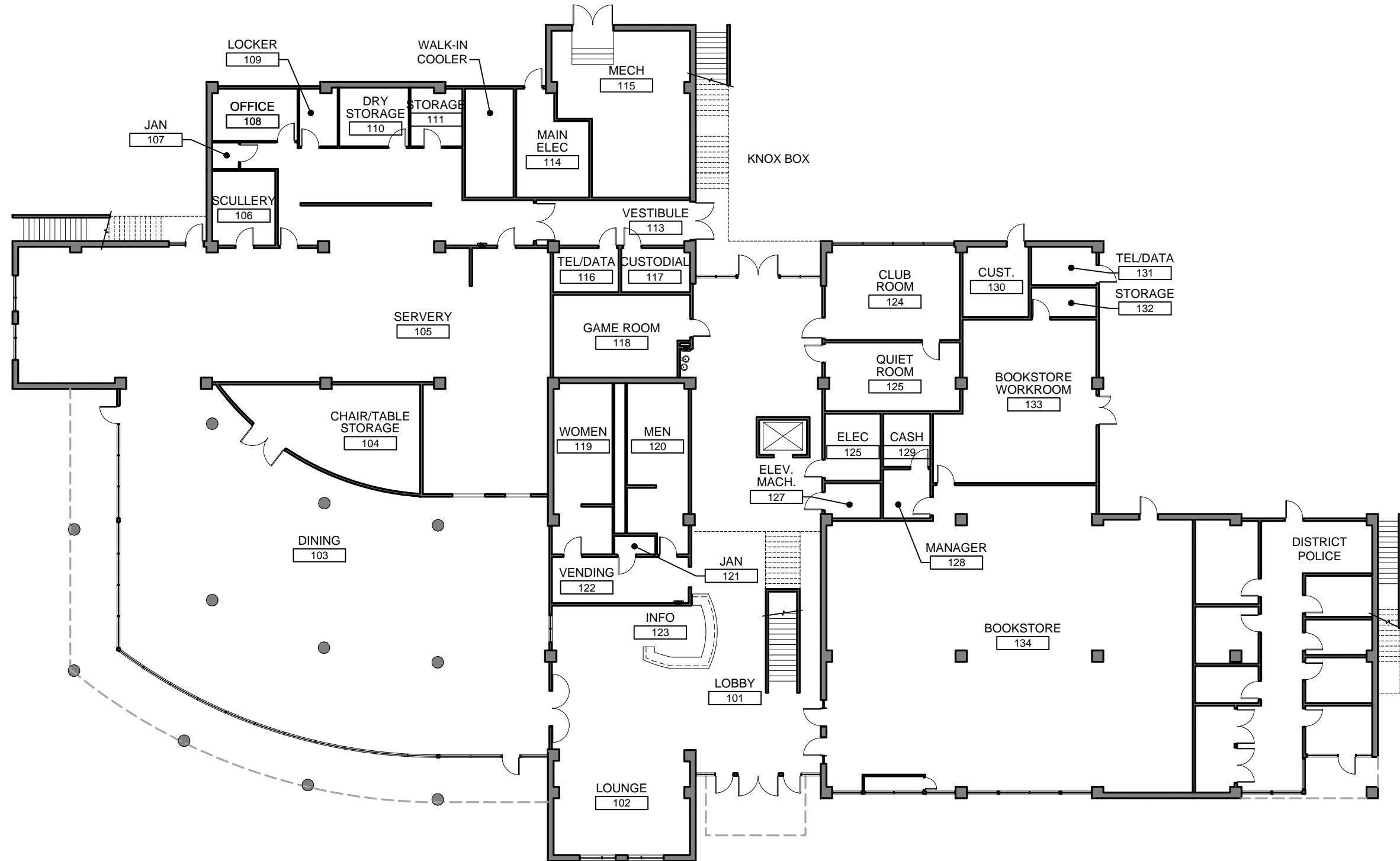
# Space Organization



# Vision Organization



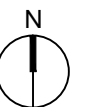
ATTACHMENT B  
Mission College Campus Center



CAMPUS CENTER - FIRST FLOOR

1" = 20'

MISSION COLLEGE  
3000 Mission College Blvd  
Santa Clara, CA 95054  
(408) 988-2200





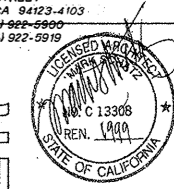
**ATTACHMENT B  
MISSION COLLEGE CAMPUS CENTER**



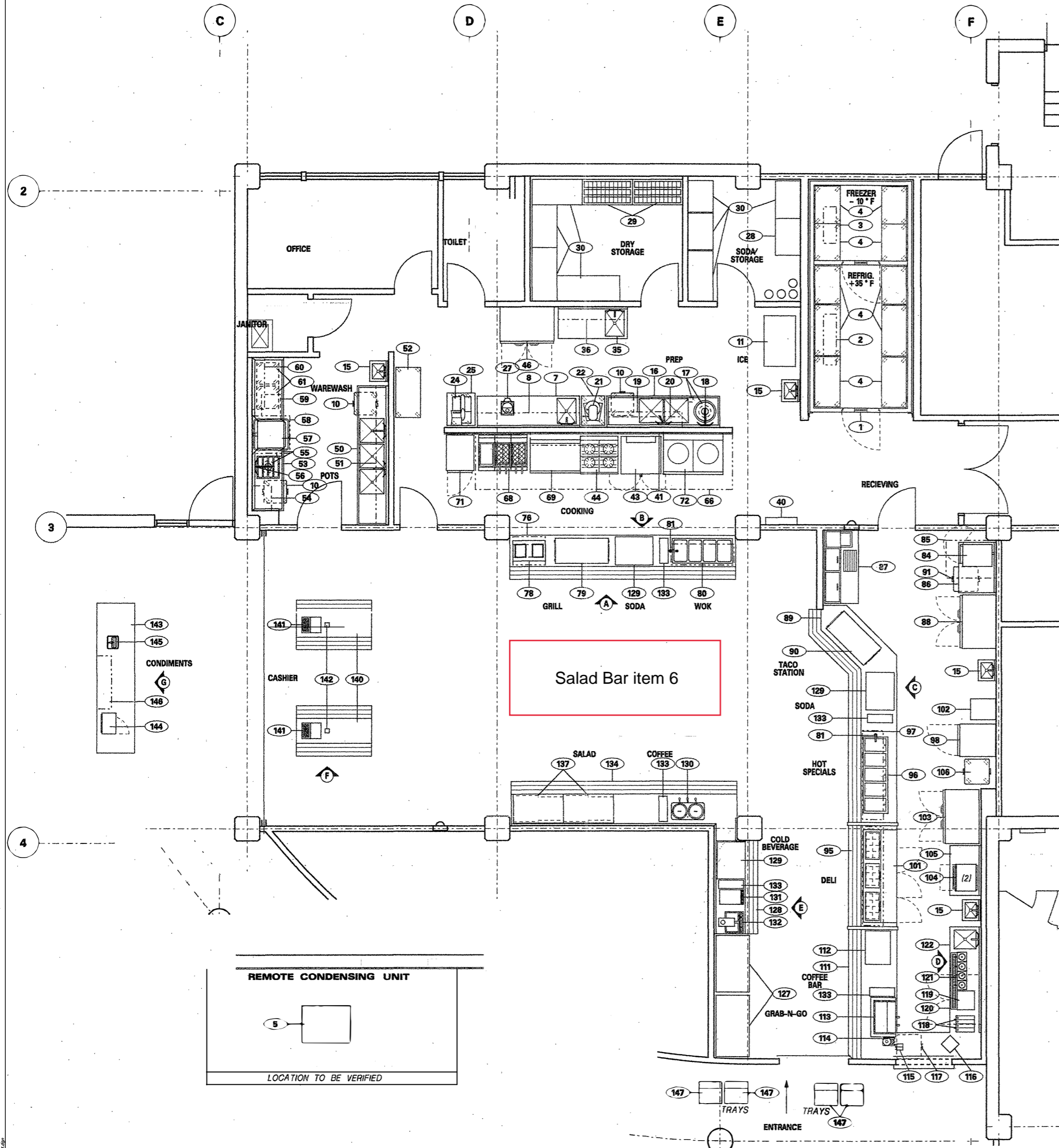
350 PACIFIC AVENUE  
SAN FRANCISCO CA 94111  
PHONE (415) 774-1528



2034 UNION STREET  
SAN FRANCISCO, CA 94123-4103  
PHONE (415) 989-9900  
FAX (415) 989-9919



**HIGH TECH CENTER  
CAMPUS CENTER  
MISSION COLLEGE  
Santa Clara, CA**



ITEM NO	QTY	DESCRIPTION	REMARKS	ITEM NO	QTY	DESCRIPTION	REMARKS
1	1	ION SYSTEM, 10"		76	1	SERVING COUNTER	
2	2	PART OF REFRIG SYSTEM ITEM 5		77	1	OPEN NUMBER	
3	1	COLD STORAGE SHELVING	OUTDOOR, AIR COOLED	78	1	FRENCH FRY WARMING DISPLAY	
4	1	OPEN NUMBER		79	1	HEATED DISPLAY	
5	1	OPEN NUMBER		80	1	HOT FOOD WELL	
6	1	OPEN NUMBER		81	2	FILL FAUCET	
7	1	OPEN NUMBER		82	1	OPEN NUMBER	
8	1	OPEN NUMBER		83	1	OPEN NUMBER	
9	1	OPEN NUMBER		84	1	CONVECTION STEAMER WITH KETTLE	
10	1	OPEN NUMBER		85	1	VAPOR HOOD	
11	1	OPEN NUMBER		86	1	WORK TABLE	
12	1	OPEN NUMBER		87	1	TACO TABLE	
13	1	OPEN NUMBER		88	1	REACH-IN REFRIG., 2 SECTION	
14	1	OPEN NUMBER		89	1	OPEN NUMBER	
15	4	WALL SHELF		90	1	OPEN NUMBER	
16	1	POT RACK		91	1	OPEN NUMBER	
17	1	OPEN NUMBER		92	1	OPEN NUMBER	
18	1	OPEN NUMBER		93	1	OPEN NUMBER	
19	1	OPEN NUMBER		94	1	OPEN NUMBER	
20	1	MIXER, 20-QUART		95	1	SERVING COUNTER	
21	1	MIXER STAND		96	1	HOT FOOD WELLS	
22	1	MOBILE RACK		97	1	BREATH PROTECTOR	
23	1	SLICER		98	1	HOT FOOD HOLDING CABINET	
24	1	SLICER STAND		99	1	OPEN NUMBER	
25	1	OPEN NUMBER		100	1	OPEN NUMBER	
26	1	REFRIGERATED SANDWICH TABLE		101	1	REFRIGERATED SANDWICH TABLE	
27	1	FOOD PROCESSOR		102	1	BREAD RACK	
28	1	SODA SYSTEM SYRUP RACK		103	1	REACH-IN REFRIGERATOR	
29	1	DUNNAGE RACK		104	1	MICROWAVE OVEN	
30	1	DRY STORAGE SHELVING		105	1	WORK TABLE	
31	1	OPEN NUMBER		106	1	WASTE CONTAINER	
32	1	OPEN NUMBER		107	1	OPEN NUMBER	
33	1	OPEN NUMBER		108	1	OPEN NUMBER	
34	1	OPEN NUMBER		109	1	OPEN NUMBER	
35	1	WORK TABLE		110	1	OPEN NUMBER	
36	1	WALL SHELF		111	1	SERVING COUNTER	
37	1	OPEN NUMBER		112	1	DISPLAY CASE	
38	1	OPEN NUMBER		113	1	ESPRESSO MACHINE	
39	1	OPEN NUMBER		114	1	COFFEE GRINDER/DOSER (ESPRESSO)	
40	1	FIRE EXTINGUISHING SYSTEM		115	1	GROUNDS KNOCKER	
41	1	STAINLESS STEEL WALL LINING		116	1	P.O.S. STATION	
42	1	OPEN NUMBER		117	1	WASTE CONTAINER	
43	1	CONVECTION OVEN, 2 DECK		118	2	COFFEE GRINDER	
44	1	RANGE, OPEN BURNER W/ OVEN		119	1	COFFEE BREWER	
45	1	OPEN NUMBER		120	1	UNDERCOUNTER REFRIGERATOR	
46	1	REACH-IN REFRIGERATOR		121	4	COFFEE SATELLITE DISPENSER	
47	1	REACH-IN REFRIGERATOR		122	1	WORKTABLE WITH SINK	
48	1	OPEN NUMBER		123	1	OPEN NUMBER	
49	1	OPEN NUMBER		124	1	OPEN NUMBER	
50	1	3 COMPARTMENT SINK		125	1	OPEN NUMBER	
51	1	WALL MOUNTED POT RACK		126	1	OPEN NUMBER	
52	1	POT RACK, MOBILE		127	2	REACH-IN DISPLAY REFRIGERATOR	
53	1	SOILED DISH TABLE		128	1	SERVING COUNTER	
54	1	GLASS RACK		129	3	ICE/SODA DISPENSER	
55	1	FOOD WASTE DISPOSER		130	1	COFFEE MAKER	
56	1	PRE-RINSE UNIT		131	1	JUICE DISPENSER	
57	1	DISHWASHING MACHINE		132	1	ICED TEA BREWER	
58	1	VAPOR HOOD		133	4	CUP DISPENSER	
59	1	CLEAN DISH TABLE		134	1	SERVING COUNTER	
60	1	WALL SHELF		135	1	OPEN NUMBER	
61	2	MOBILE GLASS RACK		136	1	OPEN NUMBER	
62	1	OPEN NUMBER		137	2	REFRIGERATED DISPLAY CASE	
63	1	OPEN NUMBER		138	1	OPEN NUMBER	
64	1	OPEN NUMBER		139	1	OPEN NUMBER	
65	1	OPEN NUMBER		140	2	CASHIER STAND, DOUBLE SIDED	
66	1	EXHAUST VENTILATOR		141	2	CASH REGISTER	
67	1	OPEN NUMBER		142	2	SCALE ASSEMBLY	
68	1	DEEP FAT FRYER ASSEMBLY		143	1	SERVING COUNTER, CONDIMENT	
69	1	GRID/DE		144	1	MICROWAVE OVEN	
70	1	OPEN NUMBER		145	1	WATER GLASS FILLER	
71	1	REACH-IN REFRIGERATOR/FREEZER		146	1	CONDIMENT DISPENSER	
72	1	WOK RANGE, 2 HOLE		147	4	TRAY/SILVERWARE DISPENSER	
73	1	OPEN NUMBER					
74	1	OPEN NUMBER					
75	1	OPEN NUMBER					

See Attached for  
Equipment  
Schedule

DATE: 29 SEPTEMBER 1997

REVISIONS:

**BID DOCUMENTS**

SHEET TITLE:

**EQUIPMENT  
PLAN &  
SCHEDULE**

APPROVED: [Signature]  
DATE: DEC 2 1997

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DRAWN BY: CAD SHEET  
CHECKED BY: TR FS-1.1  
JOB NO: B149A

ATTACHMENT PLAN  
BY: C.W.M. 10/27/97  
DATE: 10/27/97  
A2.3.DWG

**BUILDING CODE ANALYSIS**  
CBC 508.2 - ACCESSORY OCCUPANCIES BUILDING ANALYSIS

- GOVERNING CODE: 2013 CALIFORNIA BUILDING CODE
- OCCUPANCY TYPE: (CBC CHAPTER 3) MIXED OCCUPANCY: GROUP B AND A-3  
A-3 OCCUPANCY IS AN ACCESSORY OCCUPANCY PER CBC 508.2 AND LESS THAN 10% OF EACH GIVEN FLOOR. A-3 OCCUPANCIES DO NOT OCCUR ON THE THIRD FLOOR
- CONSTRUCTION TYPE: (CBC 602 & TABLE 601) TYPE II - B, WITH AUTOMATED FIRE SPRINKLER SYSTEM THROUGHOUT (AUTOMATED FIRE SPRINKLER SYSTEM USED FOR ATRIUM PER CBC 404.3)
- BASIC ALLOWABLE HEIGHT AND BUILDING AREA: (CBC TABLE 503)

OCCUPANCY GROUP	SF PER STORY	MAX # OF STORIES	ALLOWABLE BLDG HT
GROUP B	23,000 SF	3 STORIES	55 FT
GROUP A-3	9,500 SF	2 STORIES	55 FT
- ACTUAL BUILDING HEIGHT: ± 49' - 3 STORIES, THE ELEVATOR SHAFT, MECHANICAL ENCLOSURE, AND VENT STACKS ARE APPROX. 60' - ALLOWABLE PER CBC 1509)
- ALLOWABLE HEIGHT INCREASES: (CBC TABLE 504) NOT USED
- ACTUAL BUILDING AREA: 151 FLOOR: 37,395 SF  
2ND FLOOR: 31,492 SF  
3RD FLOOR: 32,510 SF  
TOTAL BUILDING SQUARE FOOTAGE: 101,397 SF
- ALLOWABLE BUILDING AREA MODIFICATIONS: (CBC 506)

AREA INCREASE FOR FRONTAGE

$$I = [F(P-0.25)]/W(30)$$

$$F = \text{BLDG PERIMETER THAT FRONTS ON A PUBLIC WAY OR OPEN SPACE HAVING 20 FT OR GREATER OPEN MINIMUM WIDTH (FT)}$$

$$P = \text{PERIMETER OF ENTIRE BUILDING (FT)}$$

$$W = \text{WIDTH OF PUBLIC WAY OR OPEN SPACE (FT)}$$

$$I = [1070(11070-0.25)30]90 = 75$$

ALLOWABLE AREA INCREASE PER STORY (SF)

**B OCCUPANCY**

$$A_b = A_1 + [A_1] + [A_1]_2$$

$$A_b = 23,000 + [23,000 \times 0.75] + [23,000 \times 2] = 86,250 \text{ SF PER STORY}$$

**A-3 OCCUPANCY**

$$A_{a3} = A_1 + [A_1] + [A_1]_2$$

$$A_{a3} = 9,500 + [9,500 \times 0.75] + [9,500 \times 2] = 35,625 \text{ SF PER STORY}$$

ACCESSORY OCCUPANCIES - SUM OF THE RATIOS

OCCUPANCY:	B	A-3	SUM OF THE RATIOS (CBC 508.4.2)
FIRST FLOOR:	ACTUAL: 32,898 SF	5,586 SF	32,898 SF + 5,586 SF = 38,484
	ALLOWABLE: 86,250 SF	35,625 SF	86,250 SF + 35,625 SF = 121,875
SECOND FLOOR:	ACTUAL: 21,874 SF	10,182 SF	21,874 SF + 10,182 SF = 32,056
	ALLOWABLE: 86,250 SF	35,625 SF	86,250 SF + 35,625 SF = 121,875
THIRD FLOOR:	ACTUAL: 32,398 SF	0 SF	32,398 SF + 0 SF = 32,398
	ALLOWABLE: 86,250 SF	0 SF	86,250 SF + 0 SF = 86,250
ROOF:	NOT OCCUPIED		TOTAL = 1.46

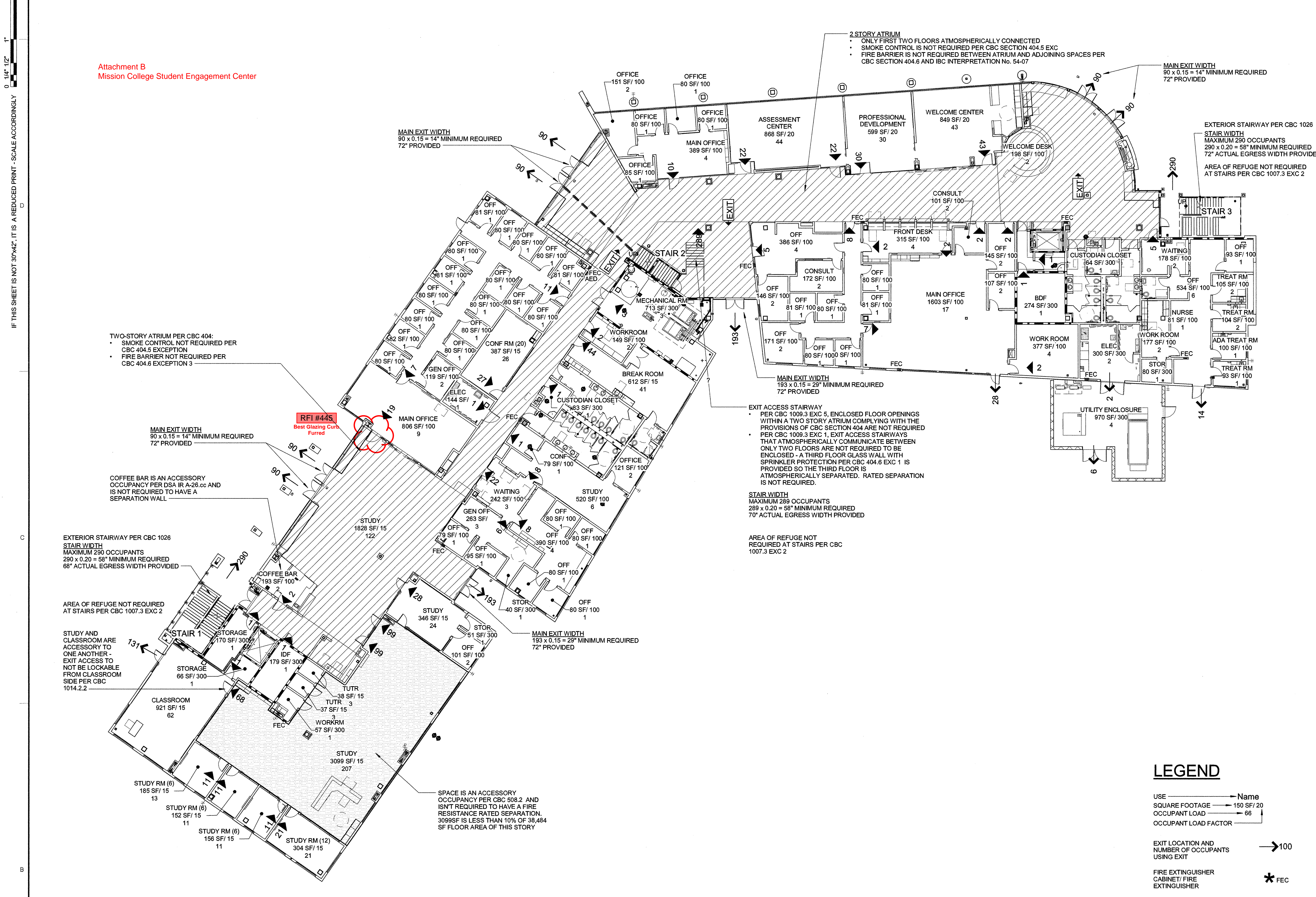
NOTE: TOTAL SUM OF THE RATIOS MUST BE LESS THAN 3 FOR A THREE STORY BUILDING PER CBC 506.5.2, THEREFORE BUILDING COMPLIES
- FIRE FLOW REQUIREMENTS: 2,038 GPM TO SITE HYDRANTS, FOUR HOUR DURATION  
1887.5 GPM - PER CBC TABLE 88.10.1 FIRE FLOW REQ'D: 6,750 GPM HOWEVER 75% REDUCTION ALLOWED FOR SPRINKLERS  
+ 250 GPM FOR HIGHEST 1,500 SF BUILDING SPRINKLER DEMAND  
+ 100 GPM FOR HOSE REQUIREMENT  
= 3,625 GPM REQUIRED  
FIRE FLOW PROVIDED IS A MINIMUM 5550 GPM BASED ON FIRE FLOW TESTS PROVIDED BY SANDIS ENGINEERING ON 9/18/2014.
- FIRE RESISTIVE REQUIREMENTS: (CBC TABLE 601)

STRUCTURAL FRAME:	0 HR
BEARING WALLS - EXTERIOR:	0 HR
BEARING WALLS - INTERIOR:	0 HR
NON-BEARING WALLS & PARTITIONS - EXTERIOR:	0 HR FIRE SEPARATION DISTANCE 10' ≤ x < 30 FT (CBC TABLE 602)
NON-BEARING WALLS & PARTITIONS - INTERIOR:	0 HR
FLOOR CONSTRUCTION:	0 HR
ROOF CONSTRUCTION:	0 HR
SHAFT ENCLOSURES (CBC 713.4):	1 HR (3 STORIES OR LESS) NOTE: STRUCTURAL STEEL PENETRATING SHAFTS TO HAVE 1-HR INTUMESCENT COATING
PROJECTIONS (CBC 705.2):	NON-COMBUSTIBLE
EXTERIOR DOORS AND WINDOWS (CBC 704.1 & TABLE 704.7):	UNPROTECTED, NO LIMIT (AUTOMATIC SPRINKLER SYSTEM, FIRE SEPARATION DISTANCE 10' ≤ x < 30 FT)
EGRESS BALCONIES (CBC 1019, EXCEPTION):	NOT USED
STAIRWAY STRUCTURAL COLUMN & BEAM SUPPORT:	0 HR
STAIRWAY CONSTRUCTION:	NON-COMBUSTIBLE SEE NOTES ON PLANS FOR SEPARATION REQUIREMENTS
CORRIDORS (CBC TABLE 1018.1):	0 HR WITH SPRINKLER SYSTEM
- OCCUPANT LOAD: (CBC 1004, TABLE 1004.1.2)

1ST FLOOR:	816 OCCUPANTS
2ND FLOOR:	899 OCCUPANTS
3RD FLOOR:	515 OCCUPANTS
ROOF:	UN-OCCUPIED
TOTAL:	2,500 OCCUPANTS

THEREFORE A MINIMUM OF 3 STAIRS ARE REQUIRED (CBC TABLE 1021.1) AND A MINIMUM OF 3 EXITS ARE REQUIRED FROM THE FIRST FLOOR
- COMMON PATH OF EGRESS TRAVEL: (CBC 1014.3) COMMON EGRESS PATH TRAVEL SHALL NOT EXCEED 75 FEET PER EXCEPTION CBC 2007.1014.3.

Attachment B  
Mission College Student Engagement Center



FIRST FLOOR TOTAL OCCUPANTS: **816**

**1 LIFE SAFETY FIRST FLOOR PLAN**  
SCALE: 1/16" = 1'-0"

**LIONAKIS**  
Community College District  
1919 Nineteenth Street  
Sacramento CA 95811  
P 916.558.1900 F 916.558.1919  
www.lionakis.com

ARC  
Document Solutions  
Hyperlinking  
Gibane  
LIONAKIS

CONSUULTANT

SEAL

PROJECT  
**STUDENT ENGAGEMENT CENTER INCREMENT #2**  
MISSION COLLEGE  
3000 MISSION COLLEGE BLVD.  
SANTA CLARA, CA 95054

CLIENT  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
14000 FRUITVALE AVE  
SARATOGA, CA 95070

ISSUED

MARK	DATE	DESCRIPTION
	05/21/2015	INC 92 DSA APPROVAL

MANAGEMENT

LIONAKIS PROJECT NO:	012052
CLIENT PROJECT NO:	700.00.007
DRAWN BY:	Author
CHECKED BY:	Checker
COPYRIGHT:	LIONAKIS 2013

AGENCY

FILE NO. 43-C3  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
**01-114325**  
DATE: MAY 29 2015

**VOL. I WV-MISSION MAIN BUILDING REPLACEMENT - Phase II**

**G** general  
**C** civil  
**L** landscape  
**S** structural  
**A** architectural

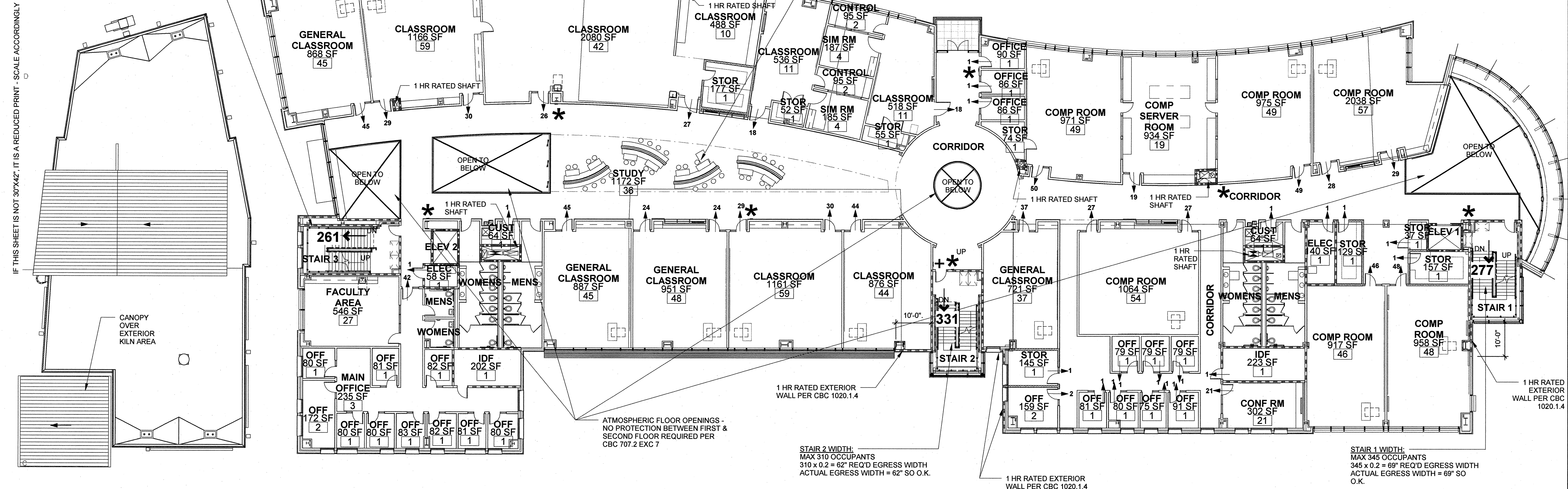
NEXT  
PREV  
HOME

TITLE  
**CODE REVIEW**

SHEET  
**G-021**

I:\Revit\userfiles\12062\_BIM\_A-MASTER\_R14\_CENTRAL\_michael.walsh.rvt  
5/27/2015 9:45:52 AM

STAIR 3 WIDTH:  
MAX 345 OCCUPANTS  
345 x 0.2 = 69" REQ'D EGRESS WIDTH  
ACTUAL EGRESS WIDTH = 69" SO O.K.

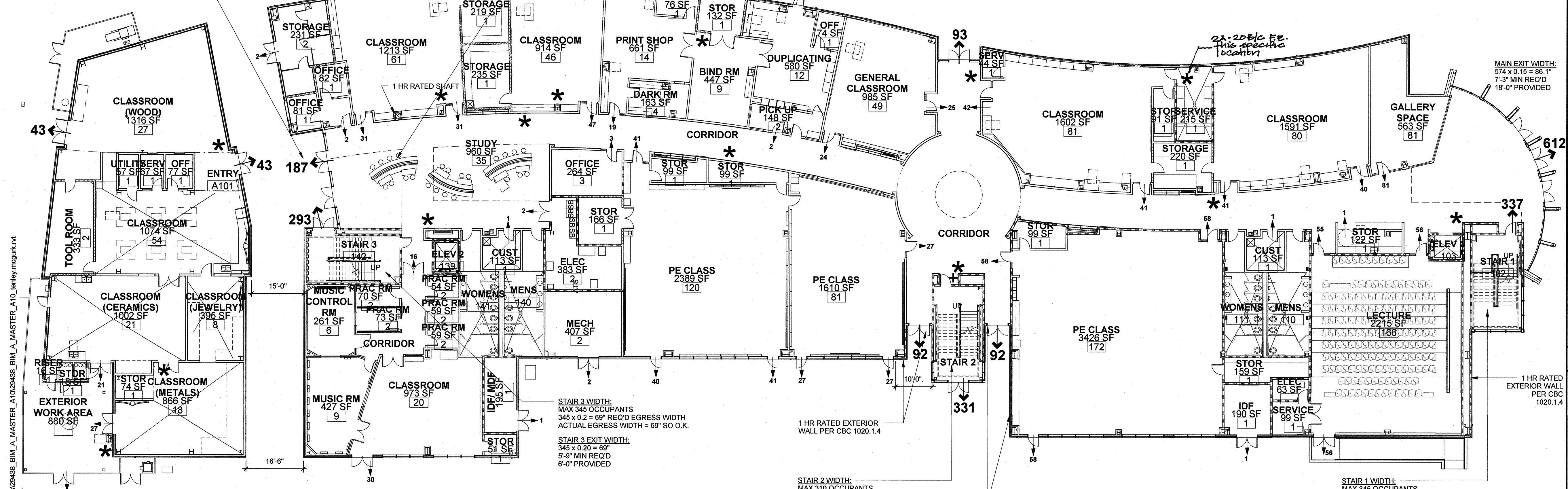


AREA C - SECOND FLOOR  
0 TOTAL OCCUPANTS

AREAS A & B - SECOND FLOOR  
869 TOTAL OCCUPANTS - SECOND FLOOR - AREAS A & B

SECOND FLOOR - MAIN BUILDING REPLACEMENT - AREAS A, B, & C

MAIN EXIT WIDTH:  
260 x 0.15 = 39"  
3'-3" MIN REQ'D  
12'-0" PROVIDED



AREA C - FIRST FLOOR  
133 TOTAL OCCUPANTS

AREAS A & B - FIRST FLOOR  
1323 TOTAL OCCUPANTS

FIRST FLOOR - MAIN BUILDING REPLACEMENT - AREAS A, B, & C

BUILDING CODE ANALYSIS AREA A, B, & C

1. GOVERNING CODE:	2007 CALIFORNIA BUILDING CODE																				
2. OCCUPANCY TYPE:	GROUP B (CBC 303 & 304)																				
3. CONSTRUCTION TYPE:	TYPE II - B, WITH AUTOMATED FIRE SPRINKLER SYSTEM (AUTOMATED FIRE SPRINKLER SYSTEM USED FOR ATRIUM PER CBC 404.3)																				
4. BASIC ALLOWABLE HEIGHT AND BUILDING AREA:	<table border="1"> <tr> <th>OCCUPANCY GROUP</th> <th>SF PER STORY</th> <th>MAX # OF STORIES</th> <th>ALLOWABLE BLDG HT</th> </tr> <tr> <td>GROUP B</td> <td>23,000 SF</td> <td>4 STORIES</td> <td>53 FT</td> </tr> </table>	OCCUPANCY GROUP	SF PER STORY	MAX # OF STORIES	ALLOWABLE BLDG HT	GROUP B	23,000 SF	4 STORIES	53 FT												
OCCUPANCY GROUP	SF PER STORY	MAX # OF STORIES	ALLOWABLE BLDG HT																		
GROUP B	23,000 SF	4 STORIES	53 FT																		
5. ACTUAL BUILDING HEIGHT:	± 49' - 3 STORIES (CLEAR STORY IS AN AVERAGE OF 54'-10". THE STAIR PENTHOUSE IS ALLOWED TO BE APPROX. 60' PER CBC 1509)																				
6. ALLOWABLE BUILDING HEIGHT INCREASES:	NOT USED																				
7. ACTUAL BUILDING AREA:	<table border="1"> <tr> <th>AREA</th> <th>1ST FLOOR</th> <th>2ND FLOOR</th> <th>3RD FLOOR</th> <th>TOTAL</th> </tr> <tr> <td>AREAS A &amp; B</td> <td>38,322 SF</td> <td>37,130 SF</td> <td>36,545 SF</td> <td>112,000 SF</td> </tr> <tr> <td>AREA C</td> <td>1ST FLOOR: 6,033 SF</td> <td></td> <td></td> <td>6,033 SF</td> </tr> <tr> <td>TOTAL BUILDING SQUARE FOOTAGE (AREAS A, B, &amp; C):</td> <td colspan="3"></td> <td>118,066 SF</td> </tr> </table>	AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL	AREAS A & B	38,322 SF	37,130 SF	36,545 SF	112,000 SF	AREA C	1ST FLOOR: 6,033 SF			6,033 SF	TOTAL BUILDING SQUARE FOOTAGE (AREAS A, B, & C):				118,066 SF
AREA	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL																	
AREAS A & B	38,322 SF	37,130 SF	36,545 SF	112,000 SF																	
AREA C	1ST FLOOR: 6,033 SF			6,033 SF																	
TOTAL BUILDING SQUARE FOOTAGE (AREAS A, B, & C):				118,066 SF																	
8. ALLOWABLE BUILDING AREA MODIFICATIONS:	<p>AREA INCREASE FOR FRONTAGE</p> $I_f = [F/P - 0.25] W/30$ $F =$ BLDG PERIMETER THAT FRONTS ON A PUBLIC WAY OR OPEN SPACE HAVING 20 FT OR GREATER OPEN MINIMUM WIDTH (FT) $P =$ PERIMETER OF ENTIRE BUILDING (FT) $W =$ WIDTH OF PUBLIC WAY OR OPEN SPACE (FT) <p><math>I_p = [1255/(1255 - 0.25)] 30/30 = .75</math></p> <p>ALLOWABLE AREA INCREASE PER STORY (SF)  <math>A^a = A_1 + [A_1 I_f] + [A_1 I_p]</math> (SPRINKLER INCREASE NOT ALLOWED PER CBC 506.3)</p> <p><math>A^a = 23,000 + [23,000 \times .75] = 40,250</math> SF PER STORY</p> <p>ACTUAL 1ST FLOOR (AREA A, B, &amp; C): 33,421 SF - ok                  ACTUAL 2ND FLOOR (AREA A, B, &amp; C): 24,925 SF - ok                  ACTUAL 3RD FLOOR (AREA A, B, &amp; C): 23,125 SF - ok</p>																				
9. FIRE FLOW REQUIREMENTS:	<p>2,850 GPM TO SITE HYDRANTS</p> <p>2500 GPM - CBC TABLE 88105.1 FIRE FLOW REQ'D. 7,250 GPM HOWEVER 50% REDUCTION ALLOWED FOR SPRINKLERS PER DSA POLICY DSA-01</p> <p>250 GPM FOR HIGHEST 1,500 SF BUILDING SPRINKLER DEMAND</p> <p>100 GPM FOR HOSE REQUIREMENT</p> <p>3,625 GPM REQUIRED</p> <p>FIRE FLOW PROVIDED IS A MINIMUM 4,000 GPM BASED ON FIRE FLOW TESTS PROVIDED BY SANDIS ENGINEERING ON 7/18/2008</p>																				
10. FIRE RESISTIVE REQUIREMENTS:	<p>STRUCTURAL FRAME: 0 HR</p> <p>BEARING WALLS - INTERIOR: 0 HR</p> <p>BEARING WALLS - EXTERIOR: 0 HR</p> <p>NON-BEARING WALLS &amp; PARTITIONS - EXTERIOR: 0 HR FIRE SEPARATION DISTANCE <math>10 \leq x &lt; 30</math> FT (CBC TABLE 602)</p> <p>NON-BEARING WALLS &amp; PARTITIONS - INTERIOR: 0 HR</p> <p>FLOOR CONSTRUCTION: 0 HR</p> <p>ROOF CONSTRUCTION: 0 HR</p> <p>SHAFT ENCLOSURES (CBC 707.4): 1 HR (3 STORIES OR LESS)</p> <p>PROJECTIONS (CBC 704.2.1): NON-COMBUSTIBLE</p> <p>EXTERIOR DOORS AND WINDOWS (CBC 704.8.1 &amp; TABLE 704.7): UNPROTECTED, NO LIMIT (AUTOMATIC SPRINKLER SYSTEM, FIRE SEPARATION DISTANCE <math>10 \leq x &lt; 30</math> FT)</p> <p>EGRESS BALCONIES (CBC 1014.5.1, EXCEPTION): NOT USED</p> <p>STAIRWAY STRUCTURAL COLUMN &amp; BEAM SUPPORT: 0 HR</p> <p>STAIRWAY CONSTRUCTION: NON-COMBUSTIBLE, 1 HR SEPARATION FROM BUILDING</p> <p>CORRIDORS (CBC 1017.1): 0 HR WITH SPRINKLER SYSTEM</p>																				
11. OCCUPANT LOAD:	<p>1ST FLOOR (AREA A, B, &amp; C): 1,456 OCCUPANTS</p> <p>2ND FLOOR (AREA A, B, &amp; C): 869 OCCUPANTS</p> <p>3RD FLOOR (AREA A, B, &amp; C): 876 OCCUPANTS</p> <p>ROOF (AREA A, B, &amp; C): UNOCCUPIED</p> <p>TOTAL (AREA A, B, &amp; C): 3,201 OCCUPANTS</p> <p>THEREFORE A MINIMUM OF 3 STAIRS ARE REQUIRED (CBC TABLE 1019.1) WHILE 4 EXITS ARE REQUIRED FROM THE FIRST FLOOR.</p>																				
12. COMMON PATH OF EGRESS TRAVEL:	COMMON EGRESS PATH TRAVEL SHALL NOT EXCEED 100 FEET PER EXCEPTION CBC 2007: 1014.3-1.																				
13. NOTE:	PLEASE SEE LETTER DATED SEPT 28TH, 2010 BY THE FIRE INSURERS CONSULTANTS JUSTIFYING THE USE OF THE HORIZONTAL FIRE SHUTTERS IN LIAU OF AN ATRIUM PER CBC 707.2 EXC 12 AND CBC 711.8.																				
14. NOTE:	SANTA CLARA FIRE MARSHALL MARTIN VON RAESFELD APPROVED THE HORIZONTAL FIRE SHUTTERS ON DEC. 8, 2010 WITH THE FOLLOWING CONDITIONS: 1. SIDEWALL SPRINKLERS ARE REQUIRED (DEFERRED APPROVAL) BELOW THE HORIZONTAL FIRE SHUTTER. 2. THE HORIZONTAL FIRE SHUTTERS WILL HAVE APPROVED ELECTRICAL STANDBY POWER OR AUTOMATICALLY CLOSE IF POWER IS LOST. 3. FULL COVERAGE SMOKE DETECTION WILL BE TIED TO THE HORIZONTAL FIRE SHUTTERS.																				

11. OCCUPANT LOAD:	1ST FLOOR (AREA A, B, & C): 1,456 OCCUPANTS 2ND FLOOR (AREA A, B, & C): 869 OCCUPANTS 3RD FLOOR (AREA A, B, & C): 876 OCCUPANTS ROOF (AREA A, B, & C): UNOCCUPIED TOTAL (AREA A, B, & C): 3,201 OCCUPANTS
12. COMMON PATH OF EGRESS TRAVEL:	COMMON EGRESS PATH TRAVEL SHALL NOT EXCEED 100 FEET PER EXCEPTION CBC 2007: 1014.3-1.
13. NOTE:	PLEASE SEE LETTER DATED SEPT 28TH, 2010 BY THE FIRE INSURERS CONSULTANTS JUSTIFYING THE USE OF THE HORIZONTAL FIRE SHUTTERS IN LIAU OF AN ATRIUM PER CBC 707.2 EXC 12 AND CBC 711.8.
14. NOTE:	SANTA CLARA FIRE MARSHALL MARTIN VON RAESFELD APPROVED THE HORIZONTAL FIRE SHUTTERS ON DEC. 8, 2010 WITH THE FOLLOWING CONDITIONS: 1. SIDEWALL SPRINKLERS ARE REQUIRED (DEFERRED APPROVAL) BELOW THE HORIZONTAL FIRE SHUTTER. 2. THE HORIZONTAL FIRE SHUTTERS WILL HAVE APPROVED ELECTRICAL STANDBY POWER OR AUTOMATICALLY CLOSE IF POWER IS LOST. 3. FULL COVERAGE SMOKE DETECTION WILL BE TIED TO THE HORIZONTAL FIRE SHUTTERS.

USE	CLASSROOM	1 HR RATED
SQUARE FOOTAGE	60	
OCCUPANT LOAD	60	
FACTOR	60	
OCCUPANT LOAD	60	
EXIT LOCATION	35	
NO. OF OCCUPANT	35	
	(F.E.) FIRE EXTINGUISHER & CABINET, SEE FLR PLNS	*
	(A.E.D.) AUTOMATED EXTERNAL DEFIBRILLATOR & CABINET, SEE FLR PLNS	+

**GENERAL NOTES**

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. PRIOR TO CONSTRUCTION
- CONTRACTOR SHALL NOTIFY ARCHITECT WHERE CONFLICT OCCURS ON ANY OF THE CONTRACT DRAWINGS OR DOCUMENTS. CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE BUILDING THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED WITH THE AFFECTED PARTIES.
- WHERE REQUIRED, ROOM OCCUPANCY CAPACITIES SHALL BE POSTED WITH THE REQUIREMENTS OF CALIFORNIA STATE FIRE MARSHAL & CBC 1007.2.6
- SPECIAL REQUIREMENTS:
  - ASSUMED PROPERTY LINES AND FIRE SEPARATION DISTANCE PER SHEET AS-114
  - ACCESSIBLE PATH OF TRAVEL PER SHEET AS-113
  - EMERGENCY VEHICLE ROAD ACCESS PER AS-111 & AS-114
  - FOR PARKING REQUIREMENTS SEE SHEET AS-111
  - FOR BUILDING SIGNAGE REQUIREMENTS SEE SHEET A-131, A-132, & A-133
- CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE CODES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO:
  - 2007 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
  - 2007 CALIFORNIA BUILDING CODE (CBC), PART 3, TITLE 24 C.C.R.
  - 2007 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
  - 2007 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
  - 2007 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
  - 2007 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R. AND CHAPTER 14 - FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION AND CALIFORNIA BUILDING CODE CHAPTER 33 - SAFETY DURING CONSTRUCTION
  - 2007 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R.
  - TITLE 18, CCR, PUBLIC SAFETY, STATE FIRE MARSHALL REGULATIONS
  - 2002 NFPA 13
  - 2002 NFPA 17
  - 2002 NFPA 17A
  - 2003 NFPA 20
  - 2007 NFPA 24 WITH CALIFORNIA AMENDMENTS
  - 2007 NFPA 72 WITH CALIFORNIA AMENDMENTS
  - 2007 NFPA 80
  - 2006 NFPA 253
  - 2004 NFPA 2001
  - 2002 NFPA 37
  - 2005 NFPA 110

REFERENCE CODE SECTION FOR NFPA STANDARDS - 2007 CBC (SFM) CHAPTER 35 ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36)



PROJECT  
**MISSION COLLEGE**  
**MAIN BUILDING REPLACEMENT PHASE 1**  
3000 MISSION COLLEGE BLVD  
SANTA CLARA, CA 95054-1897

MARK	DATE	DESCRIPTION
	09-01-11	DSA APPROVAL SET

MANAGEMENT  
LIONAKIS PROJECT NO.: 29438  
OWNER PROJECT NO.:  
DRAWN BY: Author  
CHECKED BY: Checker  
COPYRIGHT: LIONAKIS 2011

FILE NO. 43-C3  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
01-111357  
AC: [Signature]  
DATE: SEP 02 2011

TITLE  
**CODE ANALYSIS PLANS**  
SHEET  
**G-101**

## ATTACHMENT C - DINING SERVICES SALES REPORT

### West Valley-Mission Community College District Food Service Sales Report

	<b>2018</b>	<b>2019</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Mission College</b>					
Café	\$ 579,970	\$ 627,093	\$ 237,554	\$ 411,185	\$ 464,768
Coffee Bar(s)	\$ 265,643	\$ 288,144	\$ 75,514	\$ 145,514	\$ 199,169
Total Combined Sales	\$ 845,613	\$ 915,237	\$ 313,068	\$ 556,699	\$ 663,937
<b>West Valley College</b>					
Café	\$ 602,775	\$ 654,546	\$ 452,378	\$ 452,378	\$ 719,230
Coffee Bar(s)	\$ 316,954	\$ 296,129	\$ 117,693	\$ 102,359	\$ 156,114
Total Combined Sales	\$ 919,729	\$ 950,675	\$ 570,071	\$ 554,737	\$ 875,344
<b>Total District Combined Sales</b>	\$ 1,765,342	\$ 1,865,912	\$ 883,139	\$ 1,111,436	\$ 1,539,281

**Notes:**

1. Totals are inclusive of catering sales.
2. Catering sales for 2024: \$227,096 for WVC and \$114,293 for MC. Total sales equal \$341,389.
3. During the 2018 and 2019 years, West Valley College had three coffee outlets - Campus Center, Library, and an outdoor trailer. In 2022, the WV Library closed for renovations, so there were 2 outlets - the Campus Center and outdoor trailer. In 2023, the only coffee outlet was in the Campus Center.
4. The WV Library Coffee Bar is anticipated to reopen in the Spring term of 2026.
5. Pandemic years sales (2020-21) are not included due to campus closures.

**ATTACHMENT D – DINING SERVICES MANAGEMENT CONTRACT DRAFT – FOR  
DISTRIBUTION**

**DINING SERVICES MANAGEMENT CONTRACT**

**Between**

**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT**

**and**

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For Distribution with RFP

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<b>EXHIBITS</b>	
A. WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT’S REQUEST FOR PROPOSAL #11-2425 FOR DINING SERVICES MANAGEMENT DATED SEPTEMBER 23, 2024, AND THE QUESTIONS AND ANSWERS FROM THE DISTRICT DATED _____, 2024	
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C. DINING SERVICES OPERATING SCHEDULE	
D. DISTRICT’S CONTRACT MANAGEMENT TABLE OF ORGANIZATION	
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L. DISTRICT’S FUNDING OF STUDENT MEAL PLANS	

This Dining Services Management Contract ("Contract") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date") by and between West Valley-Mission Community College District, a California Community College District (hereinafter "District") and \_\_\_\_\_ (hereinafter "Contractor"), for the operation and management of District's dining services (the "Services," as more fully defined in Section 1.55 below), as defined herein. All references herein to the "Parties" will refer collectively to District and Contractor. Any reference to "Party" will refer singularly to either District or Contractor, as context indicates.

## RECITALS

WHEREAS, District, through its Request for Proposal for Dining Services Management (RFP #11-2425), dated September 23, 2024 ("RFP", attached hereto as Exhibit A), sought written proposals from experienced companies to provide the Services and manage certain facilities, programs, and operations related to the Services; and

WHEREAS, Contractor submitted to District a proposal with addendums for the performance of the Services (attached hereto as Exhibit B and incorporated by reference); and

WHEREAS, the Services are integral to the educational and social activities of District's students, faculty, staff, and guests; and

WHEREAS, District desires to retain Contractor, and Contractor desires to be retained to provide the Services and any related facilities, programs, and operations, beginning on the Commencement Date, so that District shall have the benefit of the experience, skill, and ability of Contractor to the mutual benefit of both District and Contractor, all upon the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally and equitably to be bound, mutually agree as follows:

## ARTICLE 1 DEFINITIONS

- 1.1. "Accounting Period" means a calendar month.
- 1.2. "ADA" means the Americans with Disabilities Act of 1990, including any amendments.
- 1.3. "Back-of-the-House" means the kitchens, storerooms, refrigerators and freezers, employee areas, management offices, and other areas under Contractor's control that are not accessible to the public.

- 1.4. “BOH FF&E” means District-owned Long-life Equipment and other Furniture, Fixtures, and Equipment (FF&E) in the Back-of-the-House to be placed under Contractor’s management for use in providing the Services.
- 1.5. “Book Value” means the purchase price plus sales tax and freight charges, depreciated on a straight-line basis over the customary life of the equipment.
- 1.6. “Business Day” means Monday through Friday of each week, except that a legal holiday recognized as such by the Government of the United States, the State of California, or District shall not be regarded as a Business Day.
- 1.7. “Campus Representative” means, initially, the Vice President of Administration at each College, the College’s employee who is responsible for oversight of Contractor’s performance of Services at a College on District’s behalf. District may at its discretion at any time name a different Campus Representative by giving written notice of same to Contractor.
- 1.8. “Capital Investment and Amortization Schedule” means the schedule defined in Exhibit I attached hereto and incorporated herein, as updated from time to time by District and Contractor.
- 1.9. “Cause” has the meaning set forth in Section 2.4 of this Contract.
- 1.10. “Collective Bargaining Agreement” or “CBA” means a labor agreement between Contractor and a duly recognized Union that is binding on Contractor and Union during the Term.
- 1.11. “College” means either West Valley College located in Saratoga, California, or Mission College located in Santa Clara, California, as context indicates.
- 1.12. “Commencement Date” is the date described in Section 2.1 of this Contract.
- 1.13. “Commission” means the percentage return on Gross Revenues or revenue categories that Contractor will pay to District according to the terms and conditions of this Contract.
- 1.14. “Completion Date” means the date upon which Contractor has no further obligations to manage the Facilities or Services under the terms and conditions of this Contract.
- 1.15. “Confidential Information” means, but is not limited to: (i) personally identifiable student and employee information, nonpublic information, enrollment data, employee data, financial information, facilities information, business plans, trade secrets, innovations, proprietary systems, sales or customer data, contracts, leases, intentions, processes, business plans, and programs; (ii) any other information of a Party reasonably considered confidential by that Party; (iii) any other information of a Party that by its very nature should be construed



by the other Party to be confidential; and (iv) all printed, physical, and electronic copies, and other tangible embodiments of any of the foregoing.

1.16. “Contract” means this Dining Services Management Contract between West Valley-Mission Community College District and \_\_\_\_\_ to provide the Services.

1.17. “Contract Year” means the year ending June 30.

1.18. “Contractor” means \_\_\_\_\_, a \_\_\_\_\_, organized and existing under the laws of the state of \_\_\_\_\_.

1.19. “Contractor Marks” has the meaning described in Section 19.3.2.

1.20. “Dining Services Manager” means an employee of Contractor who is approved by District to serve as District’s primary contact with respect to this Contract; who will manage the overall Services and Facilities; who will be the primary point of contact involving the management of Contractor’s or Subcontractor’s employees performing Services or working within the Facilities; and who will have authority to act on behalf of Contractor in connection with matters pertaining to this Contract.

1.21. “District” means West Valley-Mission Community College District.

1.22. “District Marks” has the meaning described in Section 19.3.1 of this Contract.

1.23. “District Operating and Occupancy Expenses” means the aggregate of all costs and expenses paid or incurred by District to occupy and maintain the Facilities, including, but not limited to, the following:

1.23.1. Utilities (as defined below).

1.23.2. Wages, salaries, benefits, and employment insurance for District employees managing this Contract; maintaining, repairing, or renovating the Facilities; or providing other services required under this Contract.

1.23.3. Consulting fees, fees paid to independent contractors hired by District in connection with its obligations to the Facilities, or other contractors or vendors hired by District to fulfill District’s obligations under this Contract.

1.23.4. All other expenses identified as obligations of District in the Financial and Operational Responsibilities Summary attached hereto as Exhibit E.

1.24. “District Representative” means, initially, the Executive Director of General Services, the District employee who is responsible for the overall management of this Contract on

District's behalf. District may at its discretion at any time name a different District Representative by giving written notice of same to Contractor.

1.25. "Drug-Free Workplace" means Contractor's adherence to District's procedures and policies related to smoking, alcohol, and drug use on all District property, including the Facilities, that District may impose on Contractor from time to time, including, but not limited to, Contractor's compliance with the Drug Free Environment and Drug Prevention, Alcoholic Beverages, and Smoking and the Use of E-cigarette Devices on Campus policies, including any amendments to or modifications of these policies as the District may make from time to time.

1.26. "Effective Date" is the date described in the first paragraph on page 1 of this Contract.

1.27. "Existing Dining Program Financial Obligations" means the financial investments made by Contractor as defined in Section 6.6.1.1 of this Contract.

1.28. "Existing Site Conditions" shall have the meaning described in Section **Error! Reference source not found.** of this Contract.

1.29. "Extension Period" has the meaning described in Section 2.8 of this Contract.

1.30. "Facilities" means District's dining locations described in Section 3.3 of this Contract.

1.31. "FF&E" means furniture, fixtures, and equipment.

1.32. "Final Payment" means the final payment to Contractor by District for the Services.

1.33. "FOH FF&E" means the tables, chairs, cabinetry, serving stations, salad bars, food and beverage coolers, beverage pouring equipment, and other FF&E used in the Front-of-the-House by customers utilizing the Services.

1.34. "Food and Beverage Inventory" means all food and beverages intended for human consumption used in, or held in storage for use in, or if the context so dictates, required in connection with, the provision of the Services.

1.35. "Force Majeure Event" means the occurrence of an event or circumstance beyond the reasonable control of either Party, provided that such Party is without fault in causing or contributing to the occurrence. Force Majeure Events will include, without limitation: (i) explosions, fires, floods, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God, (ii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion, or sabotage, (iii) acts of federal, state, local, or foreign governmental authorities or courts, (iv) labor disputes, lockouts, strikes, or other industrial action, whether direct or indirect, and whether lawful or unlawful, (v) failures or fluctuations in electrical power or telecommunications service or equipment, (vi) acts of conservation imposed by law or regulation, or (vii) pandemic, epidemic, or other health emergency.

1.36. “Front-of-the-House” means all areas of the Facilities under Contractor’s operational control that are accessible to the public, including entries, serveries, and indoor and outdoor seating areas.

1.37. “GAAP” means the Generally Accepted Accounting Principles that are in effect during an Accounting Year in which an accounting question or issue related to the Contract is first identified.

1.38. “Gross Revenues” means, with respect to the period in question, all moneys received by Contractor for the Services (including on-campus, off-campus, and Internet sales regardless of whether they originated or were fulfilled from the Facilities) rendered by Contractor, including, but not limited to, the entire sales price, whether for cash or otherwise, of all Food and Beverage Inventory sold and Services rendered, and all other receipts whatsoever of all business conducted in or from the Facilities whether by Contractor or any permissible Subcontractor, vendor, concessionaire, or licensee, as determined on the accrual method of accounting in accordance with GAAP. With respect to Gross Revenues received by any permissible Subcontractor, vendor, concessionaire, or licensee, Gross Revenues shall include only the portion of the Gross Revenues retained by or paid to Contractor and shall not include the portion of the Gross Revenues paid to or retained by the permissible Subcontractor, vendor, concessionaire, or licensee. Each sale upon installment or credit will be treated as a sale for the full price in the month during which such sale was made, and there will be no deduction from Gross Revenues for uncollected or uncollectible credit accounts. The following will not be included in Gross Revenues:

1.38.1. Meal plan declining balance funds or voluntary declining balance funds not redeemed or utilized by the plan holders.

1.38.2. Receipts from sales of meals to Contractor’s employees, representatives, or guests or the employees, representatives, or guests of any of its permissible and approved Subcontractors, vendors, concessionaires, agents, or licensees.

1.38.3. Any gratuities or service charges made, collected, and turned over to Contractor’s employees or representatives or the employees or representatives of any of its permissible and approved Subcontractors, vendors, concessionaires, agents, or licensees.

1.38.4. The proceeds of the sale of any fixtures, furniture, or equipment after use thereof in the conduct of Contractor’s business in the Facilities.

1.38.5. Proceeds from the sale or liquidation of any inventory that is not sold at retail price.

1.38.6. Any processing fee paid in connection with sales by credit or bank cards, including, but not limited to, campus debit card fees.

1.38.7. Taxes collected by Contractor, or any Subcontractor of Contractor, as required by governmental authority, which are separately stated in sales records.

1.38.8. Discounted sales to employees of the Parties or District students or guests on terms requested by District or mutually agreed upon by the Parties. Discounted sales do not include sales of value meals described in Section 3.6.3.2.

1.38.9. Food donations or sales at-cost approved by District.

1.38.10. Pass-through income defined as sales at-cost to groups affiliated with District.

1.38.11. Sale proceeds for any sales that are refunded.

1.38.12. Sales of merchandise for which District receives no Commission from Contractor as mutually agreed to in writing by the Parties.

1.38.13. The amount of all discounts, rebates, allowances, or incentives from any supplier that is received by Contractor or by an affiliate or assignee of Contractor or from which Contractor benefits.

1.39. "Hazardous Material" means any item or agent (biological, chemical, radiological, and/or physical) that has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

1.40. "Improvements" means any permanent or fixed alteration to, rebuilding of, or renovation of the Facilities that is paid for by Contractor, the cost of which generally is capitalized under GAAP and is not charged to property operation and maintenance.

1.41. "Independent Accountants" means any of the reputable and nationally or regionally recognized certified public accounting firms in the United States, as may be mutually agreed upon by the Parties.

1.42. "Key Performance Indicators" or "KPIs" have the meaning described in Section 3.17.3 of this Contract.

1.43. "Long-life Equipment" means equipment with an expected serviceable life of five (5) years or more.

1.44. "New Capital Investments" means the financial investments made by Contractor in the Facilities as defined in Section 6.6.1.2 of this Contract.

1.45. "Operating and Consumable Supplies" means consumable items other than Food and Beverage Inventory used in, or held in storage for use in, or if the context so dictates, required

in connection with the Services, including, but not limited to, wares, merchandise, other consumable goods used or sold in or from the Facilities, cleaning materials, office supplies, and other similar items.

1.46. “Operating Schedule” means initially the Facilities’ hours of operation described in Exhibit C, attached hereto and incorporated herein.

1.47. “Other F/B Agreements” has the meaning described in Section 3.8 of this Contract.

1.48. “Parties” mean the signatories of this Contract, namely the District and Contractor.

1.49. “POS System” means point-of-sale system, which is the hardware and software needed to process declining balance, credit/debit, and cash sales transactions at the Facilities, including cash registers, scales, scanners, receipt printers, and other point-of-sale equipment.

1.50. “Premises” mean all land and facilities owned, leased, or otherwise controlled by District.

1.51. “Response” means Contractor’s responses to the RFP (as amended and supplemented), all of which is attached hereto as Exhibit B.

1.52. “RFP” means West Valley-Mission Community College District’s Request for Proposal #11-2425 that was issued by District on September 23, 2024, as a solicitation of qualified bidders to provide the Services, and the questions and answers from District dated \_\_\_\_\_, 2025 (hereto attached as Exhibit A).

1.53. “Services” means the preparation, serving, or sale of food, beverages, and related merchandise at District’s Facilities or other mutually agreeable locations, including retail, catering, conference, camp, and special event services, and any other dining-related programs or services allowed for under this Contract.

1.54. “Short-life Equipment” means equipment that has an expected serviceable life of less than five (5) years (excluding Smallwares).

1.55. “Smallwares” means glassware, flatware, dinnerware, pots and pans, trays, tabletop items, catering and bar supplies, food preparation utensils and tools, storage supplies, service items, and other small equipment other than Short-Life Equipment.

1.56. “Subcontractor” means a person or entity that has a direct agreement with Contractor to perform any of Contractor’s obligations pursuant to this Contract with the prior, written approval of District.

1.57. “Term” has the meaning set forth in Section 2.1 of the Contract.

1.58. “Termination Notice Date” means the date upon which either Party receives written notification via the required procedures described in Section 16.1 of this Contract of the terminating Party’s decision to terminate this Contract effective on the Completion Date.

1.59. “Union” means any collective bargaining unit that is legally authorized to represent Contractor’s employees performing Services under this Contract.

1.60. “Utilities” means electricity, gas, water, sewer, heating, ventilation, air conditioning, landline telephones, recycling, trash removal, and data line charges.

1.61. “Work Material” means all specifications, plans, computations, data, publications, statements, accounts, reports, studies, and other materials prepared by Contractor exclusively for District.

## **ARTICLE 2 TERM, RENEWAL, AND TERMINATION**

2.1 Term: The Term of this Contract shall commence on the Effective Date and continue uninterrupted until May 31, 2030, unless otherwise terminated earlier or extended as allowed for in this Contract. Contractor shall begin providing Services and managing the Facilities as of June 1, 2025 (“Commencement Date”) unless a different date is mutually agreed upon by the Parties.

2.2 Renewal: This Contract will have no renewal options.

2.3 Termination without Cause:

2.3.1 By District:

2.3.1.1 Termination for Any Reason or No Reason: This Contract may be terminated by District without cause by giving Contractor written notice of the intention to terminate on a specific date no less than one hundred eighty (180) calendar days from the Termination Notice Date, which is the date the notice to terminate is received by the Contractor.

2.3.1.2 Loss of Funding/Resources: District may terminate this Contract with twenty-one (21) calendar days’ notice if the District loses any funding or other resources that the District deems necessary to continue the District’s performance under this Contract.

2.3.2 By Contractor: As set forth below, this Contract may be terminated by Contractor without cause by giving District written notice of the intention to terminate on a specific date no less than one hundred eighty (180) calendar days from the Termination Notice Date, which is the date the notice to terminate is received by District. If Contractor

chooses to terminate without cause, Contractor shall pay District a Termination Fee (“Termination Fee”) equal to amounts stipulated below:

- Termination during Contract Years 1 through 3: Not allowed.
- Termination during Contract Year 4: \$200,000.00.
- Termination during Contract Year 5: \$100,000.00.

The Termination Fee will be paid within sixty (60) calendar days of the Completion Date.

## 2.4 Termination for Cause:

2.4.1 Termination by Either Party for Cause (with right to cure): Either Party shall have the right to terminate this Contract for Cause, which is defined as the breach of a material term or condition of this Contract, Force Majeure Events excepted, by giving written notice specifying such breach to the breaching Party, provided the breaching Party then fails to cure such material breach within ten (10) Business Days of the receipt of said notice. If such material breach is of a nature that it cannot be cured within ten (10) Business Days and the breaching Party has taken sufficient steps to cure such material breach using commercially reasonable efforts, good faith, and persistent diligence, then so long as the breaching Party continues those steps and other reasonable steps that may be necessary, the breaching Party will have additional time reasonably needed to complete the cure. Notwithstanding the foregoing and any other provision to the contrary in this Contract, at no time will the time to cure exceed thirty (30) Business Days. This Section 2.4.1 relates only to independent causes of material breach and is not intended to provide for a cure period for any of the causes of material breach described in Sections 2.4.2 and 2.4.3 below.

2.4.2 Immediate Termination by Either Party for Cause (without right to cure): The Parties agree that the following will be deemed to provide grounds for immediate termination for Cause of this Contract by the non-breaching Party giving written notice of same to the breaching Party, without opportunity to cure:

2.4.2.1 The bankruptcy, insolvency, or cessation of operations of the breaching Party; or any voluntary or involuntary petitions filed for bankruptcy, dissolution, liquidation or winding-up of the affairs of the breaching Party; or the breaching Party makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act; or a receiver or trustee in bankruptcy is appointed for all or a portion of the breaching Party’s property.

2.4.2.2 Failure by the breaching Party to maintain all insurances, certifications, licenses, and permits applicable to the Services, which are required by applicable law to operate the Services legally without interruption.

2.4.2.3 Failure by a Party to pay any required taxes applicable to the Services, which are required by applicable law or this Contract.

2.4.2.4 Failure by a Party to make any payments required to be made hereunder to the Party not in default.

2.4.2.5 Failure to comply with all applicable federal, state, and local laws and regulations.

2.4.3 Termination by District for Cause: In addition to the foregoing, District reserves the right to terminate this Contract immediately upon written notice to Contractor if:

2.4.3.1 Contractor enters into any agreement with a third party in violation of this Contract.

2.4.3.2 Contractor fails to maintain top health, safety, and sanitation inspection ratings as required by applicable law or this Contract.

2.4.3.3 Contractor's egregious breach, including, but not limited to, fraud or theft.

2.4.3.4 District, in its sole but reasonable discretion, determines that any action, inaction, error, or omission of Contractor or Contractor's employees unrelated to the Contractor's performance under this Contract caused or is causing District to suffer material adverse publicity or material negative impact to its reputation or good standing.

2.5 Conciliation of Performance Issues: If District reasonably determines, after comparing Contractor's performance to the agreed-upon specifications, that Contractor's Services are substandard, District may, at its option, prior to issuing any notice of default or breach, submit documentation of the substandard performance to Contractor for its review and corrective action. Upon the request of District, a meeting may be called between executives of the Parties where instances of Contractor's alleged substandard performance shall be discussed and a plan for corrective action shall be developed by the Parties and promptly implemented by Contractor. Notwithstanding anything to the contrary in this Contract, District reserves the right to terminate this Contract immediately if: (i) District and Contractor cannot agree on a corrective action plan, (ii) District, in its sole but reasonable discretion, determines that Contractor's implementation of the corrective plan is substandard; or (iii) District, in its sole but reasonable discretion, determines that Contractor has failed to implement the corrective plan in a timely and persistent manner. District is entitled (but not obligated) to cure any breach or default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred by District in connection with curative actions.



2.6 Rights Prior to Termination: Termination of this Contract will not affect any right of either Party that accrued prior to the effective date of such termination.

2.7 Reimbursement for Depreciated Value of Contractor Improvements: In the event of early termination of this Contract by either Party for any reason, District's obligations regarding reimbursement to Contractor of unamortized portions of New Capital Investments shall be governed by Section 6.6.1 of this Contract.

2.8 Continued Operation after Termination: If this Contract is terminated as allowed for in Sections 2.3 and 2.4.3, Contractor agrees, at District's option, to continue provision of the Services in accordance with the terms and conditions of this Contract from the Termination Notice Date until the date a replacement contractor (or District itself) is able to commence performance of the Services ("Extension Period"), provided, however, that this Extension Period will not exceed two hundred and seventy (270) calendar days from Termination Notice Date. University will notify Contractor within ninety (90) calendar days following the Termination Notice Date if it intends to exercise this option and for how long. Contractor's obligation to provide the Services during the Extension Period is subject to the condition that District is not in material breach of this Contract during the Extension Period.

2.9 Contract Expiration: Notwithstanding the foregoing, in the event this Contract expires, and Contractor continues to provide Services, this Contract will continue in force in accordance with the existing terms and conditions in effect as of the expiration date until i) amended by mutual written agreement of the Parties or ii) terminated by either Party upon thirty (30) calendar days' written notice. This thirty (30) calendar day notice applies only to this circumstance where Contractor continues to provide Services after this Contract expires.

2.10 Smooth Transition: Upon termination or expiration of this Contract, Contractor agrees to assist with an orderly transition of the Facilities and Services to District or to a replacement Services provider chosen by District, or District itself. Contractor agrees to:

2.10.1 Provide sufficiently experienced employees during the transition period to ensure that the Services are maintained at the levels required under this Contract.

2.10.2 Help District develop a transition plan.

2.10.3 Train replacement personnel to use any non-proprietary equipment, software, or process that is to be transferred.

2.10.4 Catalog and establish value of Services-related inventory items.

2.10.5 Explain operating procedures.

2.10.6 Provide at no cost to District or any replacement contractor all other assistance as may be reasonably requested during the period from the Termination Notice Date to the Completion Date.

2.11 Close-out: By no later than ten (10) Business Days prior to the Completion Date, District and Contractor shall jointly inspect the Facilities. Unless otherwise approved in advance by District, Contractor shall promptly and at its own cost, but in no event later than three (3) Business Days after the Completion Date: (i) remove all Contractor-owned and Subcontractor-owned Food and Beverage Inventory, Long-life Equipment, Short-life Equipment, Smallwares, and Operating and Consumable Supplies not purchased by District or a replacement contractor, (ii) surrender all FF&E provided by District in as good a condition as on the Commencement Date, except for ordinary wear and tear and loss or damage by fire and other casualty not caused by Contractor's negligence or willful misconduct, acts of God, and theft by persons other than the employees of Contractor without negligence or misconduct on the part of Contractor or Contractor's employees, and (iii) surrender to District or replacement contractor all Food and Beverage Inventory, Short-life Equipment, Long-life Equipment, and Operating and Consumable Supplies owned by District or purchased from Contractor. Shortages from District-owned or provided FF&E, Long-life Equipment, and Short-life Equipment assigned to Contractor under this Contract will be replaced within five (5) Business Days of the Completion Date at Contractor's sole expense with any replacements being of comparable quality to the missing, lost, or damaged items. If Contractor should fail to remove such property as required, District may at its option:

- Consider such property abandoned and do with it as District so chooses.
- Move such property into storage and charge Contractor for the costs and expenses of such moving and storage and Contractor shall promptly pay such costs and expenses.
- Assign such property to the replacement contractor or District itself, which may use it for whatever purpose it chooses.

2.12. Contractor Losses: Neither District nor its replacement contractor shall have any liability to Contractor, Contractor's employees, or any Subcontractor for any of Contractor's, Contractor's employees', or any Subcontractor's property left, lost, or damaged during or after its disposition as allowed for under this Contract.

2.13. Purchase of Equipment and Supplies: Unless mutually agreed to otherwise by the Parties, neither District nor its replacement contractor has any obligation to reimburse, purchase, or otherwise compensate Contractor for any Food and Beverage Inventory, Short-life Equipment, Long-life Equipment, Smallwares, or Operating and Consumable Supplies owned by Contractor and used to provide the Services. District or its replacement contractor may, upon mutual agreement of the Parties, purchase any of the non-perishable Food and Beverage Inventory, Short-life Equipment, Long-life Equipment, Smallwares, or Operating and Consumable Supplies owned by Contractor and used to provide the Services at the

following amounts: (i) Short-life Equipment at Book Value; (ii) Long-life Equipment at Book Value; (iii) Operating and Consumable Supplies at the original purchase price plus sales tax and freight charges, net of any Contractor rebates and discounts; (iv) Smallwares at the original purchase price plus sales tax and freight charges; and (v) non-perishable Food and Beverage Inventory at the original price plus sales tax and freight charges, net of any Contractor rebates and discounts.

2.14. Commitments Beyond the Effective Date of Termination: Contractor shall not, without District's prior written permission, enter into any commitment or agreement with a third party for District-specific services, supplies, or equipment that extend beyond the Term of this Contract. In the event Contractor does, without District's prior written permission, enter into a commitment or agreement with a third party for District-specific services, supplies, or equipment that extend beyond the Term of this Contract, Contractor shall remain solely responsible for any-and-all commitments and obligations under such third-party agreement and shall defend, indemnify, and hold District harmless from any claims made against District arising under such third-party contracts.

2.15. Written Notice of Termination: Termination of this Contract for any reason will be effective only as set forth in the written notice from the terminating Party in accordance with the notice provisions described in Section 16.1 of this Contract.

2.16. The rights of termination referred to in this Contract 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.

### **ARTICLE 3 DINING SERVICES MANAGEMENT BY CONTRACTOR**

3.1 Contractor Compliance: District expects Contractor to provide the Services in compliance with the terms and conditions described in this Contract and Contractor's Response described in Exhibit B, the terms of Contractor's Response being incorporated herein and made a part hereof by this reference; provided, however, that in the event of a discrepancy or inconsistency between Exhibit B and this Contract and its other Exhibits, this Contract and its other Exhibits shall take priority and be controlling. The Parties understand and agree that Contractor, in the performance of its obligations under this Contract, is subject to the control and direction of District as to the designation of tasks to be performed and the results to be accomplished by the Services agreed upon to be rendered and performed under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use District's Facilities and FF&E in the performance of this Contract, such use shall be at Contractor's sole discretion based on Contractor's determination that such use will promote Contractor's efficiency and effectiveness.

3.2 Operating Schedule: To meet the needs and demands of District, Contractor shall operate the Facilities and Services substantially in accordance with the Operating Schedule

described in Exhibit C. Contractor and District agree to evaluate the initial Operating Schedule prior to the Commencement Date and all future Operating Schedules at the end of the spring semester of each Contract Year to determine if operating hours should be adjusted for the following Contract Year. The Parties will mutually agree upon changes to the operating hours and Contractor will republish an updated Operating Schedule by August 1 of each Contract Year. Notwithstanding the foregoing, the Operating Schedule may be subject to change from time to time by District. In the event of a unilateral material change by District to the Operating Schedule that affects Contractor's costs to provide the Services, Contractor shall provide to District a written estimate of such costs or savings. Contractor shall be compensated for any additional costs incurred as the result of such change and shall give District a credit for any savings. Such compensation or credit will be determined by mutual agreement of the Parties. In the event that the Parties cannot mutually agree upon such compensation or credit, they will proceed in accordance with the dispute resolution proceedings set forth in Article 15. Contractor will make no changes to the Operating Schedule without the prior written approval of the Campus Representative at the College where changes may occur. Each Party will notify the other Party immediately of any Facilities closings or delays caused by emergencies, including those related to Force Majeure Events.

3.3 Exclusive Rights: Except for District's rights reserved under this Contract, Contractor shall have the exclusive right to provide Services at or out of the following Facilities:

- West Valley campus:
  - Campus Center Café currently operated as WM Cafe
  - Coffee Bar in the Campus Center currently operated by Drip Coffee
  - Learning Resource Center (library) coffee bar (opening in spring 2026)
- Mission campus:
  - Saints Café in the Student Engagement Center currently operated as WM Cafe
  - Coffee Bar in the Student Engagement Center currently operated by KJ's Cafe
  - Coffee Bar in the Gilmore Center currently operated by KJ's Café

Except as otherwise noted herein, this right includes Contractor's exclusive access to and use of the kitchen areas, storerooms, food preparation and cooking equipment, dish rooms, and offices located in the areas described above and assigned to Contractor as of the Effective Date of the Contract.

3.4 Non-exclusivity: Contractor accepts that foodservice operations in all District areas not expressly listed above in Section 3.3 above are non-exclusive.

3.5. Right of First Refusal: In the event that District desires that additional Services be provided at new or existing District locations in addition to those identified in this Contract, District shall provide notice to Contractor of same and Contractor shall have the right of first refusal to offer and provide such services to District on terms as shall be mutually agreeable to the Parties. Contractor will have thirty (30) calendar days to provide District with its answer once it receives the notice from District unless the Parties mutually agree upon a longer review period.

3.6. Dining Services: Contractor shall provide District and its guests with the full range of Services described in this Contract. The selection and pricing of Food and Beverage Inventory will appeal to a broad range of customer preferences and budgets. District reserves the right to recommend items to be sold from the Facilities and to require the removal of items from sale that District reasonably considers unsuitable.

3.6.1. Branded Programs: If mutually agreed upon in writing by the Parties, Contractor may provide national, regional, local, or corporate branded programs as part of the Services. Contractor shall deliver to District documented proof, reasonably satisfactory to District, of valid licensing agreements that allow Contractor or Subcontractor(s) to operate such brands within the Facilities, with all documentation delivered to the District Representative prior to the installation of such brands on campus.

3.6.2. Retail Pricing: Contractor shall offer all food and beverage items à la carte, except for value or special meals. Contractor and District shall work collaboratively to establish prices and portions for food, beverages, and other items offered for sale from the Facilities. Such prices and portions should be identical at the Colleges and will be based upon local non-Contractor peer institutional pricing and portioning, local market basket surveys, local economic conditions, adjustments to consumer price indices for food, and increases in Contractor's operating costs. Contractor shall provide District with its proposed pricing and portions to take effect in the fall term for each College by the preceding July 1st. Contractor and District shall seek to mutually agree upon the potential effect of such pricing and portioning on Contractor's financial performance and the Parties may agree to modify the financial arrangements of this Contract in consideration thereof. Notwithstanding anything to the contrary contained in this Contract, District has final approval on all pricing and portioning.

3.6.3. Retail Dining:

3.6.3.1. Meal Plan Program:

3.6.3.1.1. District Funding of Meal Plans: District at its expense will fund a declining balance meal plan program for students in the amounts and on the schedule described in Exhibit L of this Contract. These District-provided meal plan funds can only be used by students at on-campus dining locations and will be

added to eligible students' accounts on a schedule determined by the District. The District and Contractor will meet in May of each Contract Year to determine the meal plan program requirements for the following Contract Year, including the contribution to be provided by the District. The District has final authority to make all decisions regarding the meal plan program.

3.6.3.1.2. Plan Management: The District shall be responsible for managing all meal plans and declining balance programs offered by Contractor from the Facilities. Subject to Article 8 of this Contract, Contractor, at its expense, shall by the Commencement Date supply District with the POS System needed to effectively perform transactions related to the Services. Contractor, at its expense, shall be responsible for all maintenance and any replacements, additions, or upgrades to the POS System, except for maintenance or replacements necessary due to District's abuse, loss, or negligence. Contractor shall retain ownership of the POS System. Contractor will be responsible for processing customer transactions related to the Services and managing menu item and pricing modifications. The District shall be responsible for the identification card program, including the preparation of a District-issued ID card for each faculty member, staff member, and student, that allows for processing meal plan and declining balance transactions.

3.6.3.1.3. Meal Plan Invoicing: Contractor will invoice District weekly for all meal plan declining balance dollars used during the preceding week in accordance with Section 6.8. Non-meal plan retail transactions will be billed separately from the meal plan swipes. All unused meal plan balances at the end of each semester will be captured by District prior to the start of the next semester.

3.6.3.1.4. Meal Plan Participation Requirements: The financial arrangements of this Contract have been negotiated between the Parties upon the condition that, as of the Effective Date and for the first year of the Contract, District will fund eligible students' meal plans at the levels described in Exhibit L of this Contract.

3.6.4. Non-Meal Plan Retail Sales: Contractor shall offer all food and beverage items to non-meal plan participants, including faculty, staff, District visitors, and other students, at the same prices charged to meal plan participants. Contractor shall treat all such non-meal plan declining balance sales as retail purchases and track them in a separate line item on its sales reports.

3.6.4.1. Voluntary Meal Plans: District encourages Contractor to develop and sell voluntary or enhanced meal plans to District students, faculty, and staff. The plans to be offered by Contractor during the first Contract Year are described in Exhibit L. The accounting procedures used by the Parties to manage the voluntary plans will be the same as those used by them for the required plans.

3.6.4.2. Value Meals: As part of the Services, Contractor shall offer a reasonable number of value meals, combos, meal deals, weekly specials, or other types of discounted menu items. Contractor shall submit a schedule of monthly value meals to be offered by July 1 of each Contract Year as part of the annual business planning process. The value meal program will be evaluated and adjusted to meet students' and other patrons' food preferences at the various Facilities.

3.6.4.3. Mobile Ordering and Delivery: Contractor shall provide mobile ordering and delivery services to drive sales and improve customer convenience as mutually agreed to by the Parties prior to their implementation. The Parties agree that Contractor shall have the exclusive right to provide mobile ordering services that support Services being performed under this Contract.

3.6.4.4. Food Trucks and Other Portable Service Points: The Parties will, prior to any installations, mutually agree on how food trucks and/or other portable service points will be utilized on Premises to provide the Services, if at all.

3.6.4.5. Venues Owned or Operated by District: Unless expressly prohibited by this Contract, District reserves the right to operate, either on its own or through a third party, foodservice venues in buildings other than the Facilities or on land owned, leased, or controlled by District, including food services provided in conjunction with the District's academic programs.

3.6.5. Catering: Contractor shall provide catering services as set forth below:

3.6.5.1. Non-exclusivity: Notwithstanding the provisions of Section 3.3, District reserves the right to employ a vendor other than Contractor to provide catering services at any campus location. Catering services by vendors other than Contractor shall be conducted in such a manner so as not to interfere materially with Contractor's performance of Services at or from the Facilities. Contractor does not have any obligation to provide food, beverages, supplies, equipment, or assistance to outside catering vendors, nor does the Contractor have any obligation to provide access to BOH Facilities and FF&E.

3.6.5.2. Use of Facilities: During hours outside of scheduled times when Contractor is providing Services in the Facilities, or during scheduled times to accommodate special events, District reserves the right to use Front-of-the-House areas (except the serveries) of the Facilities for District purposes, provided that District does not unreasonably interfere with Contractor's operations and restores such areas to a clean and serviceable condition upon completion of its events.

3.6.5.3. Catering Equipment and Supplies: Unless expressly agreed upon otherwise in this Contract by the Parties, Contractor shall provide all equipment,

supplies (including linens), and vehicles needed to perform its catering responsibilities required pursuant to this Contract. By the Commencement Date, Contractor shall install at its own expense a catering software system for managing catering operations. Contractor shall be responsible at its sole expense for maintaining the catering software system throughout the Term.

3.6.5.4. Catering Tiers and Pricing: Contractor shall provide catering tiers for customer review and selection. The tiers and tier pricing should be identical at the Colleges and will be reflected in catering guides to be provided by Contractor, both via Contractor's dining website and its written brochures. Contractor shall provide separate catering guides for campus departments, students, and outside users. The student guide will reflect economical, cost-effective options for students. Contractor will, whenever practical, provide age appropriate or other specific items requested by camp and conference coordinators.

3.6.5.5. Clean Up: Contractor shall promptly remove all catering service items, including equipment and leftover food, after the completion of a catered event. Further, Contractor acknowledges that under no circumstances will food items be left unattended for more than two (2) hours. It is the responsibility of Contractor's catering services staff to arrange for the pickup and/or disposal of Contractor-provided catered items. Contractor does not have any responsibility for cleaning up after outside caterers.

3.6.5.6. Catering Guide: Within thirty (30) calendar days prior to the Commencement Date, Contractor shall submit a catering guide, including selections, procedures, and pricing for each College, to each Campus Representative for approval. For each Contract Year thereafter, Contractor shall submit an updated catering guide for each College by July 1 as part of the annual business planning process. Once approved, the guide will take effect by August 15 and be available to customers via each College's dining website or in a separate digital or printed document.

3.6.5.7. Catering to Non-District Customers: Contractor may provide catering to non-District customers at District-owned or controlled locations, provided Contractor books all reservations through the appropriate College's reservation process, each such reservation receives prior approval from the appropriate College official, all College facility usage policies are followed, and all proceeds from such activities are included in Gross Revenues. Contractor may also provide catering at District-affiliated off-campus events, provided that on-campus Services are in no way negatively impacted and all proceeds from such activities are included in Gross Revenues. Contractor shall not utilize the Facilities, Operating and Consumable Supplies, Long-life Equipment, Short-life Equipment, Smallwares, or Food and Beverage Inventory stored within the Facilities for non-District off-campus events or other catering services not related to the District.



3.6.5.8. Collection of Catering Charges: Contractor shall be responsible for invoicing and collecting all charges related to its catering activities in a timely manner. Contractor agrees to send invoices for District's catered events to District via e-mail at [invoice@wvm.edu](mailto:invoice@wvm.edu) within five (5) Business Days following completion of the event. Contractor shall follow all District procedures for collection of catering invoices. Contractor shall invoice all non-District organizations directly and collect outstanding balances accordingly. Sales to non-District organizations will be recorded as outside catering sales.

3.6.5.9. Catering Staff: Contractor shall maintain on campus an experienced, well-skilled staff that is capable of planning and organizing the catering events commonly occurring at District, and, if needed, have additional resources at its disposal to assist with major or specialized functions that District may choose to hold.

3.6.5.10. Catering Vehicles: Contractor shall provide, at its own expense, all vehicles needed for performance of the Services, including catering. Contractor shall maintain all such vehicles in good condition, keeping them clean, licensed, and inspected as required by applicable law. Contractor shall adhere to, and shall cause its employees, agents, and representatives to adhere to District's parking and traffic regulations. Contractor's vehicles used to perform the Services must be clearly identified as Contractor's vehicles. Contractor's employees, agents, and representatives who drive Contractor's catering vehicles must have a valid driver's license to operate a motor vehicle in the state of California.

3.6.5.11. Event Coordination: Contractor shall coordinate with District's event management, facilities, and security managers to ensure that outdoor and indoor events have the appropriate engineering, electrical, security, and sanitation plans in place prior to their start.

3.6.5.12. Client Satisfaction: Following each catering event, Contractor shall promptly survey the event coordinator or manager to evaluate how Contractor performed its catering responsibilities. Contractor agrees to share all survey results with District. In response to the feedback received, the Parties shall meet at least annually to review Contractor's aggregated survey feedback and identify and implement new initiatives that support continuous improvement in Contractor's catering program.

3.6.5.13. Existing Catering Obligations: Contractor will honor all catering obligations made by WM Café ("WMC") prior to the Effective Date that will occur on or beyond the Commencement Date at the price, quantities, and quality negotiated by WMC unless mutually agreed to otherwise by the Parties. On and after the Effective Date, District will consult with Contractor before allowing any catering event to be booked by WMC that would occur on or after the Commencement Date.

3.6.6. Vending Services: Contractor has no machine vending responsibilities under this Contract.

3.6.7. Client Concessions: Contractor has no concessions responsibilities under this Contract unless specifically agreed to otherwise by the Parties.

3.6.8. Alcoholic Beverages: Contractor may not serve alcohol under this Contract except by special arrangement with and approval from the appropriate Campus Representative and only provided all campus policies and procedures related to alcohol use at the College where the alcohol will be served are followed. District is committed to safe and responsible behavior related to alcoholic beverage service.

3.6.8.1. Certifications: Contractor shall only use bar servers for District events that are educated in TIPS, ServSafe Alcohol, or comparable procedures and have a valid certification from such a program.

3.6.8.2. Risk Management: When Contractor is responsible for serving alcoholic beverages, it will ensure that alcohol is only served:

- as part of its Services responsibilities,
- through legally acceptable means, and
- in compliance with all applicable laws and District policies.

3.6.9. Menus:

3.6.9.1. Menu Design: Menus at each dining location will be designed to appeal to a broad range of District customers to meet both desired and recommended dietary interests. Local and ethnic recipes should be included in menu development to reflect the demographics and cultural preferences of customers. Every commercially reasonable effort should be made to include student organizations and/or focus groups when developing menus. Nutrition and allergen information, variety, cost, and visual appeal are also key factors. No later than thirty (30) calendar days prior to the Commencement Date, Contractor shall submit all dining menus, complete with price and portion lists, for each food outlet to the appropriate Campus Representative for approval. Subject to Sections 3.6.2 and 3.6.3, above, once approved by the Campus Representative, further price or portion changes at a College will not be allowed without the prior written approval of the Campus Representative. Once changes are approved, Contractor shall, before initiating the new prices or portions, update and prominently post all menus in the Facilities' dining areas, on the Services' website, and in other allowed campus communication mediums.

3.6.9.2. Production Techniques: Contractor will prepare flavorful and high-quality meals from scratch in small batches, using locally sourced products whenever possible.

3.6.9.3. Ala Carte Items: All menu items at all Facilities will be available ala carte, unless packaged as value meals or other special combinations.

3.6.9.4. Food Sources and Origins: To the extent practical, Contractor agrees to partner with qualified local and regional growers and produce distributors to encourage farm-to-fork dining. Contractor shall take commercially reasonable efforts to provide the freshest local vegetables and fruits available.

3.6.9.5. Food Specifications: Unless otherwise specified in writing by District, the following minimum food specifications are established and will be maintained by Contractor at all times throughout this Contract:

- Beef and Veal: USDA Choice or better.
- Ground beef: USDA Standard or better ground beef and beef patties with 100% all beef and fat content not to exceed 15%. (Contractor may serve "blended" burgers containing mushrooms, lentils, beans, etc., if part of its sustainability initiatives.)
- Pork and Lamb: USDA Grade "A" (#1).
- Poultry: USDA Grade "A".
- Fish and/or Seafood: USDA Grade "A".
- Eggs: USDA Grade "A" (at least large).
- Dairy Products: USDA Grade "A".
- Frozen Foods: USDA Grade "A" Fancy.
- Fresh Fruits and Vegetables: USDA #1 Quality. (Blemished or #2 produce may be substituted if part of Contractor's sustainability efforts.)
- Canned Goods: USDA Grade "A" Fancy.
- Delicatessen / Lunch Meats: Boar's Head or comparable.
- Cheeses: Cheeses will be all natural, non-processed when served as a prime ingredient in an entrée or sandwich. American processed cheese may also be served as an additional sandwich ingredient.
- Frankfurters/hot dogs: Maximum eight (8) per pound, all beef, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

District reserves the right to review Contractor's invoices to ensure that food specifications are being met. Any deviation from specifications must be approved in advance in writing by the District Representative. District shall have free access during normal business hours to any records pertaining to food specifications, including, but

not limited to, recipes, production methods, product specifications, menus, and foods issued by each service unit to determine that specifications were met, it being understood by Contractor that District may need access to Contractor's records containing trade secrets or proprietary or confidential information. District shall keep such records confidential.

3.6.9.6. Dietary and Religious Requirements: Food prepared and served under a Kosher, Halal, vegetarian, vegan, gluten-free, or allergen-free label must be prepared with ingredients and in pans with utensils and on cooking surfaces that have not been used to prepare, process, or cook any non-conforming items. All such cookware and cooking surfaces must be clearly identified, and employees must be trained regularly on preparation protocols to ensure compliance.

3.6.9.7. Bakery: Contractor's bakery items will be baked fresh on campus or delivered fresh to the Facilities by outside vendor(s).

3.6.9.8. Recipes: Contractor's recipes will be made available to customers upon their reasonable requests for review of ingredients or nutritional or allergen information. Nutritional and allergen information and ingredients for standard menu items will be posted in accessible and visible locations at the Facilities and on the Services' website and mobile applications prior to each mealtime. Every food item must be labeled with allergen ingredients highlighted for consumer awareness.

3.6.10. Food Inventory: Contractor shall own the Food and Beverage Inventory. Contractor shall procure all food inventories in its name and at its own expense. District shall provide Contractor with secure, safe, and adequate storage and refrigeration areas to maintain its inventories. District accepts no liability for loss, damage, or theft of any of Contractor's inventory unless such loss, damage, or theft is due solely to District's willful misconduct or negligence in its performance of its obligations under this Contract. Contractor will provide, but District will pay for, any-and-all temporary equipment to ensure the proper and safe storage, handling, and service of food in instances of interruption, unless such interruption is caused by Contractor, which in such an instance then Contractor will be responsible for all temporary equipment expenses. Product loss due to equipment failure caused by District's negligence or misconduct will be billable to District by Contractor at Contractor's wholesale cost.

3.6.11. Food Donations: Where safe and practical, and in accordance with applicable laws, District encourages Contractor to donate any leftover food that cannot be used on campus to students, District food insecurity programs, shelters, or charitable causes in the area. Any such donation will be made in District's and Contractor's names. Data on donations should be tracked and reported to the District Representative.

3.6.12. Prohibited Goods and Services: Contractor shall not offer for sale or sell on the Premises any tobacco products, alcoholic beverages, or any other products or beverages

that are prohibited by any rules or regulations of the District or by any other applicable ordinance, statute, law, code or regulation issued or enforced by any other municipality, city, county, state, or agency that has any jurisdiction over the products or services provided by Contractor at the District.

3.7. Other Food and Beverage Sales on District Property: Contractor understands, agrees, and accepts that District currently has, and may have in the future, merchandising and operating agreements and academic programs that allow District itself or its approved vendors to sell food and beverages at retail prices on campus or at District-affiliated off-campus sites or provide such food and beverages at no cost. These operations currently include, but are not limited to:

- Mission Bistro and its food trailer at Mission College
- Vending services at both Colleges
- Child development centers at both Colleges
- Concessions at both Colleges
- Student organizations at both Colleges

Contractor's exclusive rights are limited to those described in Section 3.3 of this Contract, unless amended in writing by the mutual agreement of the Parties.

3.8 Non-Competition with Food and Beverage Contracts: Although District does not currently have an exclusive agreement with any firm to provide food/beverage services, District is under contract with vendors to provide food/beverage services and District may subsequently contract with a vendor for exclusive food/beverage services (collectively, "Other F/B Agreements") at a later date. Contractor shall comply with any limitations created by all such agreements, including, but not limited to, Contractor agreeing not to sell food or beverage products that are deemed competitive with or disallowed by the terms of Other F/B Agreements. Contractor shall not enter into an exclusive F/B Agreement that would bind District without written approval by District.

3.9 Advertising and Marketing:

3.9.1 Marketing District Facilities: District is interested in marketing its facilities to appropriate external District clients. Contractor shall provide its expertise to assist District with this effort. Without limiting the generality of the preceding sentence, District's expectations of Contractor in this area will include, but not be limited to, assisting District's special events and conferences staff in identifying potential clients and working

with District to develop menus and services that meet conference or camp needs to increase summer business.

3.9.2 Corporate Identity: Contractor shall not advertise its company name, logo, trademarks, or images anywhere at District without the prior written approval of the District Representative.

3.9.3 Publicity: All advertising, press releases, public announcements, and public disclosures by either Party relating to this Contract that include the other Party's marks or language from which the connection of such marks may be inferred or implied, will be coordinated with and subject to the approval of both Parties prior to release.

3.9.4 References: Contractor shall obtain the District Representative's written consent before providing third parties with District's name as a reference.

3.9.5 Services Provided: Contractor shall not, without the prior written consent from the District Representative, indicate provision of sales or services to District in any of its product literature or advertising, or state in any of its advertising or product literature that District has purchased or used Contractor's services.

3.9.6 Marketing Plan: By August 1 of each Contract Year, Contractor shall submit to the appropriate Campus Representative for his/her prior approval its advertising and marketing plan for each College's upcoming academic year. The Parties will review this plan in January of each Contract Year to determine if mid-year adjustments should be made. District reserves the right to require the withdrawal of any advertising or marketing item at any time. Contractor may not distribute any bulk advertising or marketing materials to a College's community via any medium without prior written consent from such College's Campus Representative.

3.9.7 District shall:

3.9.7.1 Allow Contractor the right to place its advertising materials and to participate in promotional activities on campus to at least the same extent as other approved vendors or advertisers.

3.9.7.2 Provide Contractor reasonable advance notice of the deadline for placing advertising or participating in promotional activities on campus.

3.10 Theft or Other Criminal Behavior: Unless public safety or District or Contractor personnel or property is in danger, Contractor shall not press charges against any District student, faculty, or staff suspected of theft or other criminal activity without prior consultation with and approval from the Campus Representative and/or College's Police personnel at the College where the incident took place. Contractor will investigate all thefts, damages, or losses involving its or its Subcontractor's personnel or property that occur at

District and are suspected of being caused by Contractor's or any Subcontractor's employees and Contractor will reimburse individuals for losses or damages they incur there due to acts of Contractor's or Subcontractor's employees.

3.11 Accidents or Injuries: Contractor shall notify District immediately of any accident or injury that occurs in the Facilities that its employees become aware of. Contractor's employees shall take all reasonable steps to mitigate the extent of the accident or injury until appropriate emergency personnel arrive.

3.12 Fair Labor Responsibilities: Contractor will comply with all applicable laws and District policies pertaining to labor standards and will take active steps to ensure procurement of Food and Beverage Inventory and Operating and Consumable Supplies from manufacturers that support fundamental human rights and fair labor practices.

3.13 Americans with Disabilities Act: To meet the needs of disabled persons, Contractor shall adhere to ADA requirements in all aspects of the management and operation of the Services. Contractor shall notify the District Representative if it believes the Facilities do not meet ADA requirements and standards for appropriate provision of the Services.

3.14 OSHA Compliance: Contractor represents and warrants that all Services it will perform under this Contract will meet or exceed the current safety regulations of the Occupational Safety and Health Act of 1970, as amended.

3.15 Safety: Safety Precautions: Contractor shall be responsible for placing all barricades, warning devices, or other safety precautions around any area where Contractor is performing work that might pose a hazard or risk to any person.

3.16 Sustainability: District expects Contractor to be a good environmental steward who will take commercially reasonable steps to reduce energy, waste, and other negative impacts to the environment, including:

3.16.1 Sustainable Sourcing: District is dedicated to sustainability initiatives and protection and preservation of the environment; therefore, Contractor shall to the extent practicable procure products and services that are ecologically sensitive, help restore or enhance the environment, and/or have reduced negative effect on human health and the environment when compared with similar products or services. Contractor and District shall mutually agree upon on-campus sustainability initiatives related to the Services.

3.16.2 Resource Reduction: Contractor shall partner with District to develop waste reduction goals and foster sustainability awareness among District students, faculty, and staff. Contractor must comply with District's commitment to the recycling of metal, plastic, glass, corrugated cardboard, paper, and other waste products from the dining operations.

3.16.3 Sustainable Practices: Contractor shall use commercially reasonable efforts to comply with District goals to employ environmentally sound, sustainable business practices, including:

3.16.3.1 When commercially reasonable, use packaging that is made of biodegradable and/or recyclable products. No packaging foam or expanded polystyrene ("EPS") shall be used in foodservice facilities for takeaway containers.

3.16.3.2 Use biodegradable/compostable or wooden cutlery and paper straws and/or drink lids that do not require a straw.

3.16.3.3 Strive to procure 20% sustainable food and drink products while maintaining accessibility and affordability for all students and foodservice patrons.

3.16.3.4 Include and encourage drink options that are contained in glass rather than plastic.

3.16.3.5 Sell and promote the use of refillable water bottles that may be filled at locations on the Premises.

3.17 Performance Standards:

3.17.1 Required Performance: To accommodate customer preferences and ensure excellent service, Contractor shall perform all of its obligations under this Contract, including, but not limited to, its obligation to maintain agreed-upon sanitation, health, and food safety standards in all assigned dining and seating areas in accordance with Article 4 of this Contract and applicable health and sanitation regulations and laws, except that Contractor shall not be liable for its failures to perform its obligations to the extent that Contractor is prevented from doing so because of District's failure to perform its obligations under this Contract to maintain Facilities and Long-Life Equipment. Notwithstanding the foregoing, Contractor shall not be released from liability by District's failure to perform its obligations under this Contract to maintain Facilities and Long-life Equipment to the extent that District is prevented from doing so because of Contractor's failure to provide timely notice to District of defective, unsafe, unclean, or unhealthy conditions known to Contractor or to the extent such conditions should have been reasonably known by Contractor, and which defective, unsafe, unclean, or unhealthy conditions were not actually known to, nor should they have been reasonably known by, District without such notice from Contractor.

3.17.2 Contractor Failure to Provide Required Products or Services: If Contractor fails to provide any product or service as required under this Contract, then, in addition to any other rights or remedies that the District may have under this Contract, including, but not



limited to any right of termination, the District shall be authorized to remove that requirement under this Contract and/or to hire another contractor to provide that product or service.

3.17.3 Key Performance Indicators (“KPIs”) and Performance Assurance Scorecard: District will evaluate Contractor’s performance under this Contract annually using the KPIs detailed in the Performance Assurance Scorecard (Exhibit F), which may be amended from time to time by mutual agreement of the Parties. In July of each Contract Year, District and Contractor will measure all KPIs from the previous Contract Year in alignment with Exhibit F to determine if Contractor has satisfied the KPIs. If Contractor has not satisfied the KPIs, the Parties will agree within thirty (30) calendar days of the review meeting on an improvement plan to promptly address deficiencies. In addition to the corrective process described in this Section 3.17.3, Contractor shall be subject to all other remedies available to District at law and pursuant to this Contract.

3.18 Customer Satisfaction and Assessment and Sales and Traffic Monitoring:

3.18.1 Customer Satisfaction and Assessment: Contractor shall have and use sophisticated assessment tools to monitor customer satisfaction. All customer satisfaction results collected by Contractor will be shared with District in a timely manner. Contractor shall, at its expense, conduct a minimum of one (1) District-wide written customer satisfaction evaluation each fall and spring semester and one (1) customer focus group each fall and spring semester at each campus. Additionally, Contractor shall at all times maintain customer feedback options on the dining services’ website and social media channels, and via comment cards or kiosks at each Facility. In response to feedback received, Contractor and each Campus Representative shall meet at least once per academic term to determine new initiatives that will support continuous improvement in the Services at each College.

3.18.2 Sales and Traffic Monitoring: Contractor shall adopt commercially reasonable methods to track sales to District’s faculty, staff, and students, as well as all other retail shoppers, so District can understand buying patterns. All such sales tracking and traffic monitoring information will be reported to the District Representative and each Campus Representative on at least a quarterly basis in a form acceptable to the District Representative.

3.19 Forms of Payment: Subject to the provisions of Section 8.4 below, Contractor must provide convenient payment options for customers, including (at a minimum) cash, District declining balance program dollars, electronic benefit transfer (“EBT”) cards (as allowed by law), contactless payment option(s), and MasterCard, Visa, and American Express credit cards. Mobile pay and/or digital wallet solutions are encouraged. Unless agreed to otherwise by District, all equipment and fees associated with the use or acceptance of non-District vouchers or credit or debit cards will be paid by Contractor. Catering sales to District

departments may be invoiced directly to the District at [invoice@wvm.edu](mailto:invoice@wvm.edu). All such undisputed invoices from Contractor will be paid by District through an existing purchase order. District may change this catering payment process at any time after providing prior written notice to Contractor.

3.20 Bad Debt: Contractor shall be solely responsible for the collection of any debts resulting from non-District sanctioned or sponsored customer credit or debit card charges, sales paid by a personal check, or extension of credit.

3.21 Disposition of Property: Contractor shall be solely responsible for the disposition of all damaged inventory, supplies, tools, materials, and other damaged or surplus merchandise, regardless of the cause for such damage or surplus. Any loss sustained because of such disposition will be borne exclusively by Contractor unless such loss is sustained as a result of District's breach of its obligations under this Contract or the sole negligence or willful misconduct of District or its employees.

3.22 Standards of Performance: Without limiting the generality of the performance standards set forth herein, Contractor shall always operate the Facilities and perform its Services in accordance with the commercially reasonable best practices of the collegiate dining services industry and the terms and conditions of this Contract.

3.23 Emergency Contact: Contractor shall maintain 24-hour availability of a responsible employee at each College with decision-making authority to be contacted in case of an emergency related to the Facilities or Services at such College. Prior to the Commencement Date, Contractor will submit the name and contact numbers of such employee in writing to each Campus Representative. Any changes to this emergency contact must be communicated immediately in writing to the appropriate Campus Representative.

3.24 Service Interruption or Disruptive Action: Contractor's onsite management shall notify the Campus Representative immediately of any actual or potential event, incident, or grievance that could lead to Services interruptions or delays. Contractor shall take all commercially reasonable actions to prevent such interruptions. In the event of a Services interruption that extends beyond twenty-four (24) hours, District reserves the right to take all actions necessary to restore the necessary level and quality of the Services, including, but not limited to, contracting with another foodservice management company or using equipment assigned to Contractor under this Contract. Any expenses incurred by District because of restoring such Services interruption may be charged to Contractor, if such interruption was caused by Contractor's willful misconduct, negligence, or failure to perform its obligations as required under this Contract.

3.25 Small, Women-owned, and/or Minority-owned Businesses Subcontracting and Evidence of Compliance: Where it is practical for any portion of this Contract to be subcontracted to other suppliers, Contractor is encouraged to offer such business to small,

women-owned, and/or minority-owned businesses. District must approve all Subcontractors in writing in advance.

3.26 Changes in Existing Conditions: The financial and operational terms of this Contract are based on conditions in existence as of the date Contractor commences Services, including, without limitation, District's student, faculty, staff, and guest populations; retail and catering pricing guidelines; labor conditions; employee wages, benefits, and insurance costs; food and supplies costs; and federal, state, and local taxes. In the event of any material change in such conditions, the Parties shall negotiate in good faith to reach mutual agreement on adjustments to the financial and operational terms of this Contract; provided, however, that the foregoing provision is one of good-faith negotiation only and does not obligate or commit the Parties to actually adjust any of the terms of this Contract. Notwithstanding anything to the contrary contained in this Contract, District makes no representation and provides no warranty that the existing conditions presented during the RFP process or in this Contract will reflect future conditions. In the event that the Parties cannot mutually agree upon such adjustments, they will proceed in accordance with the dispute resolution proceedings set forth in Article 15.

3.27 Pass Through Warranties and Third-party Products and Services:

3.27.1 With respect to any third-party products or services purchased by Contractor for District in connection with the management of the Facilities or provision of the Services, Contractor shall pass through or assign to District the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights) to the extent that such rights are assignable and extend beyond the Completion Date.

3.27.2 If Contractor is unable to pass through or assign to District any such third-party rights for products and services that are dedicated exclusively for use by Contractor in managing the Facilities or providing the Services, Contractor shall provide District with copies of the contract, agreement, or other written arrangement, if any, establishing such third-party rights, subject to such confidentiality or other disclosure restrictions set forth therein, and, during the Term of this Contract, Contractor shall use commercially reasonable efforts to exercise on District's behalf the third-party rights. District shall provide assistance and execute any agreement reasonably requested by Contractor in order to permit Contractor to act on District's behalf; provided, however, that District may give notice to Contractor that District does not desire to enter into such an agreement and, in such event, Contractor shall be relieved of its obligation to use commercially reasonable efforts to exercise the third-party right on District's behalf.

3.27.3 Contractor shall exercise commercially reasonable efforts to insert provisions into any facilities or equipment service contracts entered into by Contractor specifically to provide the Services to the District that would allow any such contracts to be assigned to

District, at District's option, upon expiration or termination of this Contract by either Party for any reason.

3.28 Discrepancy or Inconsistency: In the event of any discrepancy or inconsistency between or among Contractor's response(s) to the RFP and this Contract, this Contract will control.

#### **ARTICLE 4 HEALTH, SANITATION, AND CLEANLINESS**

##### 4.1 General Responsibilities:

4.1.1 Contractor shall at all times manage and monitor food sanitation and safety at the Facilities and otherwise perform all of its duties and obligations under this Contract in a manner that ensures: (i) the Facilities will comply with all applicable state, local, and District safety, health, and sanitation standards and regulations, (ii) District receives an "A" grade on any inspection conducted by the Santa Clara County Department of Environmental Health ("DEH") or other regulatory authority, (iii) all food products for sale are purchased from vendors complying with all applicable federal, state, and local laws concerning sanitary preparation and manufacture of such products, and (iii) no customer cross-contamination or allergen issues. To manage cross-contamination and allergen issues, Contractor will at a minimum identify food ingredients at points of service and via its electronic applications, develop an incident response plan that gets any affected customer immediate assistance should it be needed, and develop allergen training for staff and allergic customers.

4.1.2 Contractor will deliver copies of all DEH inspections, grades, notices, and evaluations to the appropriate Campus Representative within one (1) Business Day of Contractor's receipt from DEH.

4.1.3 Upon discovery, Contractor shall immediately notify appropriate District personnel of any unsafe, unsanitary, or unhealthy condition in the Facilities. Contractor shall take all necessary and prudent precautions to protect the health and safety of individuals and condition of property that is at risk because of such condition, regardless of cause.

4.1.4 Contractor shall continually monitor the Facilities to identify deficiencies, whether such deficiencies arise from Contractor's or District's acts or omissions or some other cause. Contractor shall expeditiously remediate deficiencies that are Contractor's responsibility under this Contract that may lead to code violations, operating or facility problems, or increased costs. Contractor shall promptly report to District upon observance of any condition that could reasonably give rise to a citation by health or food safety authorities. These reports will be reviewed in a timely manner by appropriate District and Contractor personnel who will mutually agree upon a corrective action plan.

4.1.5 Contractor will promptly remedy any violation noted on a DEH inspection, provided such violation is due to Contractor's performance or failure to perform as required under this Contract. Contractor is responsible for paying any fine(s) levied because of its operation of the Services and notify the District Representative and the appropriate Campus Representative immediately of receipt of any notice of such fine(s). Notwithstanding any provision herein to the contrary, District shall release Contractor from, and shall indemnify and hold Contractor harmless against, any fine, assessment, penalty, damage, judgment, cost, and expense, including reasonable attorneys' fees, incurred as a result of District's failure to remedy, or its delay in remedying, any defect or condition at the Facilities of which Contractor has provided sufficient notice to District or of which District had actual knowledge.

4.1.6 Contractor shall train all its employees in safe food preparation and handling procedures, including, but not limited to, allergens, personal hygiene, cleaning, and sanitizing, as well as Hazard Analysis Critical Control Point ("HACCP") principles and all contemporaneous applicable jurisdictional requirements (as the same may be amended or supplemented from time to time) and ensure such employees' continued compliance with same. All supervisors will be ServSafe (or equivalent) certified within sixty (60) calendar days of assignment to District. At a minimum, there must be one ServSafe-trained supervisor at each dining venue during all operating hours. Contractor shall comply with any DEH food facility placarding and scoring program posting requirements related to DEH reviews of Contractor's products, services and operation(s).

4.1.7 Contractor, at its expense, shall be responsible for the purchase and maintenance of hand sanitizing stations in nonpublic areas of the Facilities. District, at its expense, shall be responsible for the installation and maintenance of handwashing sinks in the Facilities required by applicable law or regulation.

4.1.8 Subject to any applicable laws regarding the privacy of personal health information, Contractor shall notify District in writing within five (5) hours of its receipt of any adverse health inspection or employee health examination report regarding the Facilities or Contractor's employees providing Services received from any individual or regulatory authority. Contractor shall provide District with a written copy of such report immediately upon District's request, but in no case later than twenty-four (24) hours after receiving it.

4.1.9 Subcontracting of Managed Services: Contractor shall notify District in advance in writing of any subcontractors Contractor intends to use to perform any sanitation responsibilities set forth in this Contract. Contractor will describe in detail any Subcontractor to be used and the work it will perform. District reserves the right, in its sole discretion, to approve or reject any Subcontractor. Any and all sanitation services required of Contractor and subcontracted to a third party remain Contractor's responsibility, and the use of a subcontractor shall not relieve Contractor of any of its

obligations under the Contract or impose any liability or obligations upon District as to such subcontractor.

4.1.10 Contractor is responsible for the prompt payment of all fines levied as a result of Contractor's failure to operate the Facilities or provide the Services in compliance with applicable laws and regulations. Contractor will notify the District Representative and the appropriate Campus Representative within one (1) Business Day of any such fine levied at a College. District shall be responsible for payment of all fines levied as a result of District's failure to comply with any applicable laws or regulations.

4.2 Product Recalls and Alerts: Contractor shall immediately inform the District Representative and appropriate Campus Representative(s) in writing if any portion of the Services at a College is impacted by a product recall or alert issued by the USDA, FDA, or any other federal, state, or local health and safety agency. Furthermore, Contractor will provide in writing the specifics relevant to this recall/alert for distribution to District officials. Contractor will be required to contact its vendors and verify that no product included in the recall/alert was or could be distributed to District. If the possibility exists that any product involved in the recall alert could be in District's onsite inventory, then Contractor will immediately conduct a product audit of such inventory. If any product is found onsite at District, Contractor will: (i) inform the District Representative and appropriate Campus Representative(s) of this finding; (ii) provide a detailed listing of all affected products onsite with associated costs and quantities; and (iii) comply with the directives issued for removal, return, and/or destruction of the product detailed in the recall/alert.

#### 4.3 Food Handlers:

4.3.1 Contractor's supervisory personnel shall visually inspect all food handlers throughout each day to ensure they are following established hygiene practices related to the handling of food, to include, but not be limited to, the following standards:

- Bathing daily.
- Wearing clean outer clothing and aprons.
- Wearing appropriate footwear.
- Keeping fingernails short and clean.
- Using hairnets or hats.
- Removing excessive jewelry during the preparation and serving of food.
- Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish, or fowl.
- Wearing sanitary latex, plastic, or vinyl gloves when touching food.
- Changing latex, plastic, or vinyl gloves regularly or as needed to prevent contamination.
- Reporting open sores and symptoms of infectious diseases, including colds, to a Services manager.

- All other applicable Contractor, municipal, state, or federal health standards, laws, or regulations.

4.3.2 To the extent permitted by law, Contractor shall not knowingly allow its employees to work with open sores; known illnesses transmitted through the air or via human contact that could contaminate food, equipment, or people; or other symptoms indicative of illness. To the extent permitted by law, any contagious disease contracted by Contractor's employees must be reported immediately to the Campus Representative where the employee works and, if required by law or regulation, to the appropriate public health authority as required.

#### 4.4 Contractor's Specific Sanitation Responsibilities with Respect to the Facilities and Services:

4.4.1 Contractor shall adopt a "clean-as-you-go" policy in all kitchens and server areas.

4.4.2 The Back-of-the-House and Front-of-the-House areas under Contractor's management shall be cleaned to the standards required by the Santa Clara County Department of Environmental Health and other applicable codes, or such higher standard(s) to which the Parties agree. The floors will be kept clean throughout the day and there will be no trash lying on top of refrigerators, range shelves, dish tables, or similar surfaces. Contractor's employees shall have easy and quick access to appropriate cleaning supplies, which should be appropriate for the task and ecologically sensitive. The specific areas of the Facilities that Contractor is responsible for cleaning are shown in the floor plans included in Exhibit J. District will notify Contractor in advance of any changes to these areas. The Parties shall negotiate in good faith to reach mutual agreement on whether any financial adjustments are needed to reflect Contractor's increased or decreased costs related to cleaning the revised areas; provided, however, that the foregoing provision is one of good-faith negotiation only and does not obligate or commit the Parties to actually adjust any of the terms of this Contract.

4.4.3 Contractor shall develop, implement, and keep updated a cleaning and sanitation schedule for all equipment in each area under its control at each College. Such schedule will be implemented upon the Commencement Date of this Contract. Contractor shall submit such schedule to the appropriate Campus Representative for review upon request. Each Campus Representative shall have sole authority to determine whether Contractor is satisfactorily complying with appropriate sanitation and cleaning standards at their College, with such standards being at least sufficient to meet all local health department requirements.

4.4.4 Contractor shall be responsible for commercially reasonable cleaning of kitchen hoods' pre-filters. District is responsible for cleaning of air ducts and hoods, grease troughs, and grease traps.

4.4.5 Contractor shall clean and sanitize pot and dish rooms at least daily. No area will have excess water on the floor.

4.4.6 Contractor is responsible for trash cans and can liners in Back-of-the-House areas under its control. District is responsible for other public area trash cans. The trash cans in the Back-of-the-House areas under Contractor's control will be lined with plastic liners. None will be overflowing and all will have covers on them.

4.4.7 Dumpsters and compactors will be placed at dining locations by District at no expense to Contractor. Contractor is responsible for repairing or replacing disposal equipment it damages. District is responsible at its expense for hauling trash away from the dumpster area(s).

4.4.8 Dock Areas: Contractor will share loading dock areas with other District users. Contractor shall adhere to the rules and regulations for use of these docks to the extent they apply to the Services. Contractor will ensure its vendors are aware of and always adhere to such rules and regulations. Contractor will ensure its or its vendors' use of the dock areas does not cause any access, sanitation, or storage issue.

4.4.9 Contractor will not dispose of any cooking grease, oil, or fats in the wastewater system or refuse disposal. Disposition shall be handled by a rendering company or other approved method at Contractor's expense.

4.4.10 All offices, restrooms, and locker areas under Contractor's management will be kept in a clean and sanitary condition.

4.4.11 Contractor and District are both responsible for complying with District's standards and requirements related to the clean, sanitary, insect- and odor-free, and safe use of District's receiving and dumpster docks. District at its expense will provide for the placement and emptying of all dumpsters.

4.4.12 All food in refrigerators and freezers will be properly covered in food storage containers or sealed with plastic wrap or aluminum foil, to the extent consistent with the local health department codes or Contract standards, whichever are higher. All items will be clearly labeled and dated to show when they were put in storage.

4.4.13 Kitchen walls up to six feet high, interior windows, fixtures, furniture, and equipment in the Facilities will be kept clean and free from dirt, dust, and grease at Contractor's expense.

4.4.14 Back-of-the-House floors will be cleaned regularly by Contractor by washing or mopping. Office carpet will be vacuumed regularly by Contractor.



4.4.15 Maintenance mats in the kitchen and food preparation and cooking areas will be kept clean at all times. Mats will be placed, replaced, and maintained at Contractor's expense.

4.4.16 Steam tables, coffee urns, fountain beverage containers, condiment tables, and similar equipment will be cleaned as needed or at least daily.

4.4.17 Cooking surfaces of grills, griddles, and similar equipment will be cleaned as needed or at least twice daily and will at all times be free from encrusted grease or food deposits.

4.4.18 Interiors of ovens, broilers, microwaves, toasters, hot boxes, and similar heating devices will be cleaned regularly or as needed.

4.4.19 Refrigerators and dry storage areas will be cleaned at least weekly or immediately if a spill occurs.

4.4.20 Freezers will be cleaned at least monthly or immediately if a spill occurs.

4.4.21 Kitchen tables, cutting boards, meat grinders, knives, and similar items will be cleaned and sanitized after each use.

4.4.22 Dining area tables, chair seats and seat backs, beverage counters, salad bars, condiment areas, and other Front-of-the-House FF&E will be wiped down frequently and kept in clean and sanitary condition by Contractor throughout all serving and operating hours. Contractor must be particularly vigilant during peak dining times.

4.4.23 Contractor shall not use any Facility drain, pipe, or plumbing fixture to dispose of any waste materials for which such device is not intended, nor dispose of any waste material on open ground or in any exterior storm water drain.

4.4.24 Contractor shall maintain commercially best standards of sanitation and cleanliness in the areas where trash and garbage are disposed of or collected. Contractor shall transport all trash and garbage from the dining locations to the appropriate collection areas in the least conspicuous and disruptive way possible. Contractor shall use commercially best efforts to prevent seepage or spillage along the route between the service and trash locations, and it shall immediately clean up any such seepage or spillage that occurs.

4.4.25 With the exception of any mobile venue (e.g., food truck or trailer), Contractor shall not prop open any door to the outside or open any unscreened window to the outside. Entry and exit from all exterior doors should be as quick as possible to prevent insects or pests from entering the Facilities.

4.4.26 All vehicles used by Contractor to transport food and beverages will be maintained in a clean and sanitary condition.

4.4.27 Routine pest control for the Facilities is provided by District at no cost to Contractor. Contractor shall be actively involved in the pest control program and advise District immediately of areas of concern. Contractor may be billed for additional pest control services if its inadequate sanitation practices create a pest problem. Upon the Commencement Date of this Contract, Contractor acknowledges and accepts that all pest issues in the Facilities have been sufficiently addressed by District unless specifically noted otherwise by Contractor in writing to District prior to the Commencement Date.

4.4.28 District shall have the right at all times to determine by inspection that the maintenance of the Facilities is satisfactory and in accordance with applicable health standards and the requirements described in this Contract. Any substandard performance by Contractor shall be cured immediately by Contractor.

4.4.29 Contractor, at its sole expense, shall provide the cleaning and housekeeping supplies needed for the proper sanitation of the Facilities and equipment that Contractor is required to maintain under this Contract.

4.4.30 Contractor shall respond promptly and effectively to any customer concerns related to food-borne illnesses (real or perceived) and be proactive in managing such issues with the goal of avoiding problems for Contractor or District. Contractor shall promptly notify the Campus Representative at the College where the incident took place of any such customer concerns.

4.4.31 Contractor shall, within one (1) Business Day of receipt, forward to District a copy of all health inspection reports it receives following an inspection by the Santa Clara County Department of Environmental Health or a third-party inspector. If deficiencies are noted, Contractor shall include a written report that explains the cause of such deficiencies and describes how they will be corrected.

4.5 Use of Outside Maintenance Vendors: Contractor shall notify District in advance in writing of any subcontractors Contractor intends to use to perform any cleaning, maintenance, pest control, consulting, compliance, or other services required to be performed by Contractor under this Contract. Contractor will describe in detail any Subcontractor to be used and the work it will perform. District reserves the right, in its sole discretion, to approve or reject any Subcontractor. Any and all such services subcontracted to a third party remain Contractor's responsibility, and the use of a subcontractor shall not relieve Contractor of any of its obligations under the Contract or impose any liability or obligations upon District as to such subcontractor. For avoidance of doubt, District's Facilities department will have a right of first refusal to perform any work related to the Facilities or FF&E, or to otherwise engage/manage outside vendors providing such work.

#### 4.6 Hazardous Materials:

4.6.1 Contractor shall be responsible for the proper use, removal, and disposition of all Hazardous Materials that Contractor brings to the Facilities or onto District premises. No Hazardous Material brought to District's premises by Contractor shall remain on the premises beyond the Completion Date except with prior written approval from District. No Hazardous Material shall be stored in the Facilities except in compliance with applicable regulations and District's policies and procedures. If Contractor encounters unidentified material that it believes to be a Hazardous Material, Contractor shall immediately stop work in the affected area and report the condition to District. At no time is Contractor to dispose of Hazardous Material in chutes, dumpsters, drains, pipes, or any other waste container or on open ground. Contractor agrees to cooperate with District in its efforts related to the detection, removal, containment, treatment, and disposal of any Hazardous Material.

4.6.2 Contractor shall furnish to District all material safety data sheets or safety data sheets on all products or materials used to perform the Services, if required by law or requested by District.

### **ARTICLE 5 HUMAN RESOURCES**

5.1 Adequacy and Performance: Contractor shall provide sufficient, appropriately trained management and hourly personnel to ensure efficient and courteous service to customers during all business hours. Upon the Commencement Date, Contractor shall have, at a minimum, the number and types of employees working in the Facilities that are described in Exhibit B. Contractor agrees to provide District with its table of organization and staffing table by the Effective Date and by August 1 of every year of the Term thereafter, and any other time a material change is made.

5.2 Employees: All employees providing Services or managing Facilities will be employees of Contractor, except for Subcontractors or independent contractors as allowed for under this Contract.

5.3 Assignment of Personnel:

5.3.1 Onsite Management: Contractor shall provide to District by the Effective Date and by August 1 of every year of the Term thereafter an organizational chart showing how the Services are managed. The District Representative and the appropriate Campus Representative shall be promptly notified of any subsequent changes to this structure as they occur at a College.

5.3.2 Corporate Management: Contractor's district, regional, or national managers shall have operations meetings with the District Representative and Campus

Representatives on at least a quarterly basis to discuss financial results, account operations, and business strategies, as well as any other information pertinent to District's Services or Facilities.

5.3.3 Subcontracting of Managed Services: Contractor shall notify District in advance in writing of any subcontractors Contractor intends to use to perform any services required to be performed by Contractor under this Contract. Contractor will describe in detail any Subcontractor to be used and the work it will perform. District reserves the right, in its sole discretion, to approve or reject any Subcontractor. Any and all such services subcontracted to a third party remain Contractor's responsibility, and the use of a subcontractor shall not relieve Contractor of any of its obligations under the Contract or impose any liability or obligations upon District as to such subcontractor.

5.3.4 Assignment of Personnel: District reserves the right to request, with such request not to be unreasonably refused by Contractor, the assignment of Contractor's personnel to particular activities or to prohibit the assignment of certain Contractor personnel to activities as District deems appropriate, provided that District provides such notification in writing and Contractor's compliance with such request would not violate any applicable law or regulation or enforceable CBA.

5.3.5 Employee Replacement: District reserves the right to require Contractor to remove from District's account upon written notice to Contractor any Contractor employee (including managers) who, in District's sole discretion, is incapable, uncooperative, or otherwise unacceptable, provided that compliance with such request would not violate any applicable nondiscrimination, employment, or other law or regulation. Such action will not be unreasonably applied by District and taken only after consultation with Contractor's senior management.

5.3.6 District Indemnification: Without limiting the generality of District's indemnification obligations set forth in Article 12 below, District agrees to indemnify and hold harmless Contractor from losses, damages, and expenses, including reasonable attorneys' fees, resulting from the non-assignment to or removal from District's account of a Contractor's employee at the request of District pursuant to this Article 5, if it is finally determined by a court or administrative tribunal of appropriate jurisdiction that such requested non-assignment or removal was unlawful.

#### 5.4 Facilities Managers:

5.4.1 Onsite Managers: Recognizing how critical onsite managers are to Contractor's success, Contractor shall only assign professionally qualified, experienced managers to the Facilities. The Dining Services Manager's sole responsibility will be to District's account; he/she will have no other substantial management or supervisory responsibilities for other accounts or businesses of Contractor but may assist with other Contractor activities or events on an occasional basis. Contractor's managers assigned to

a College must be reviewed by that College's Campus Representative prior to their placement at the College. Subsequent changes to such assignments shall be made by Contractor only after prior consultation with such College's Campus Representative, with termination by Contractor, voluntary resignation by such manager, or other event outside Contractor's reasonable control that prevents such manager from working at District excepted. Each Campus Representative reserves the right to approve or disapprove of the qualifications needed for any onsite managerial position at their College. Contractor shall have the management plan described in Exhibit B in place by the Commencement Date.

#### 5.4.2 Onsite Supervision:

5.4.2.1 Contractor shall always provide adequate and expert onsite supervision of its employees providing the Services. Contractor shall ensure that critical positions (those necessary to open the Facilities and operate the Services) have adequate back-up employees to call in to cover for absenteeism.

5.4.2.2 Contractor's supervisors shall be visible in the Front-of-the-House areas of the Facilities during mealtimes to engage with customers, monitor operations, and quickly resolve any service issues.

5.4.2.3 In addition to the supervision of all Services, Contractor's onsite management shall become familiar with District's emergency, fire, and disaster plans and perform any assigned duties as may be reasonably required by District, to the extent such duties apply to the Services or Facilities.

#### 5.4.3 Campus Life Engagement:

5.4.3.1 Onsite Managers' Engagement: Contractor's onsite management, especially the Dining Services Manager, shall, to District's reasonable satisfaction, become involved in the academic, cultural, and social activities of each College, helping to promote such events through the dining program to the extent practical. Contractor's managers shall, to Campus Representatives' reasonable satisfaction, engage in each College's academic, administrative, and student leadership to establish effective working relationships and solve concerns or problems related to the Services at each College. The frequency and duration of these meetings will be mutually established by the Dining Services Manager and Campus Representatives.

5.4.3.2 College Stakeholders Meetings: Contractor's managers shall meet with each College's dining services stakeholders committee on a schedule determined by each College. The composition of each College's committee will be determined by each College with input from Contractor.

5.4.3.3 Diversity, Equity, and Inclusion: Contractor must be an active and resourceful partner in furthering District's diversity, equity, and inclusion ("DEI")

efforts. District believes its dining program has a significant role to play in these efforts through employee hiring, training, promotion, and retention; food procurement and sourcing efforts that are sustainable and culturally authentic; student programming related to nutrition, health, and wellness; and creating welcoming and safe dining spaces for all, especially marginalized and underrepresented populations. Upon the Commencement Date, Contractor is expected to have policies or procedures that explicitly ban disrespectful behavior, discrimination, bullying, or harassment based on the following nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

5.5 Availability of Senior Corporate Management: Contractor agrees to have one of its senior corporate managers available to meet with the District Representative within three (3) Business Days of a District request to discuss and resolve important concerns related to the management of the Facilities or provision of the Services.

5.6 Salaries and Benefits: As part of its commitment to fair and just wages, District expects Contractor and all its approved Subcontractors to abide by all applicable compensation laws and pay wages comparable or superior to employees working at similar positions within the region. Contractor shall as of the Commencement Date and throughout the Term pay Contractor's hourly workers assigned to District at least the minimum straight-time wage as required by the State of California or local government, whichever is higher. Contractor shall also as of the Commencement Date and throughout the Term require Subcontractors to pay Subcontractors' hourly workers assigned to District at least the minimum straight-time rate as required by the State of California or local government, whichever is higher. Contractor and Subcontractors shall not make any substantial change in the salaries or benefits of their employees providing Services on the District's Premises, except as may be required to comply with any applicable law, regulation, ordinance, or court order, without first consulting with the District Representative.

5.7 Non-Contractor Temporary Workers: District expects Contractor to have sufficient, appropriately trained hourly personnel on its own payroll to ensure efficient and courteous service to customers during all operating hours at all locations. The Parties must mutually agree on regular use of temporary workers for any of the Services beyond catering and special events.

5.8 Collective Bargaining: Contractor shall recognize and respect the rights of its employees to bargain collectively, negotiate in good faith and with appropriate diligence with any labor union representing Contractor's employees, and honor any enforceable CBA applicable to the Services. No Contractor employee shall be subject to harassment, intimidation, retaliation, or termination from Contractor due to his/her efforts to bargain collectively or because of his/her membership in a labor union.

5.9 Transitioned Hourly Workers: As soon after the Effective Date as practical, and in coordination with and with permission from the incumbent operator, Contractor shall have the option to interview current dining services hourly employees who are interested in becoming Contractor's employees at a College. If Contractor hires any such transitioned employees, Contractor shall match such employees' wages and benefits and maintain these wages and benefits for the duration of such employees' employment with Contractor. Contractor is solely responsible for final hiring decisions.

5.10 Working Conditions: Contractor understands and accepts that work hours and general conditions of employment for its employees shall be established and maintained in a manner consistent with similar higher education dining operations within the region. Contractor shall not make any substantial change in the working conditions of employees present on the Premises (including with respect to changes that may be required to comply with any applicable law, regulation, ordinance, or court order), without first notifying and receiving approval from the District Representative.

5.11 Employee Taxes and Benefits: Contractor is solely responsible for the payment of:

5.11.1 All of Contractor's employees' wages and benefits.

5.11.2 All of Contractor's employees' payroll taxes.

5.11.3 All worker's compensation premiums and claims made by Contractor's employees.

5.11.4 All unemployment insurance premiums.

5.11.5 All employees' paid time off, including, but not limited to, vacation, sick time, holidays, jury duty, bereavement leave, and family leave.

5.11.6 All other taxes, obligations, or benefits due to any Contractor employee because of his/her employment by Contractor.

5.11.7 All payroll and benefit administration costs.

Contractor shall indemnify, hold harmless, and defend District from any claim relating to wages or benefits that were paid or should have been paid by Contractor under this Contract. This obligation will survive any termination or expiration of this Contract.

5.12 Student Employees: District strongly encourages Contractor to hire District students, particularly those students in the Mission College hospitality/culinary academic program. Contractor is allowed to utilize federal work study students to provide Services if they are available. District will provide appropriate support in assisting Contractor in its efforts to hire

work study and other students. Contractor may use District's Career Services to recruit employees.

5.13 Employment Policies: Contractor's employment policies will meet the requirements of the Fair Labor Standards Act and all other federal, state, and municipal laws and regulations. All personnel policies and procedures governing Contractor's employee behavior will be available for review by the District Representative upon reasonable notice to Contractor.

5.14 Training: Contractor shall provide through its own resources appropriate and regular training for its employees to improve their ability to perform at the high level expected of them, including with respect to culinary excellence, customer service, equipment operation, compliance with District sanitation standards, and satisfaction of Contractor's obligations under this Contract. Contractor shall train all employees in safe food handling, including, but not limited to, personal hygiene, cleaning, cross-contamination, and all current regulatory requirements by the Commencement Date. Contractor shall ensure that its employees are trained on how to operate and maintain each piece of equipment under its control in a proper and safe manner prior to its use. Thereafter, Contractor shall ensure that its employees continue to adhere to such standards and practices, providing additional training as necessary.

5.15 Contractor's Employee and Subcontractor Conduct:

5.15.1 Contractor's employees and subcontractors shall always while providing the Services adhere strictly to District's regulations regarding personal behavior and all other policies as may be established and promulgated to Contractor from time to time by District. District shall provide such regulations and policies to Contractor within thirty (30) calendar days after the Effective Date. District shall also provide Contractor with written notice of any changes to its regulations and policies before Contractor shall be obligated to comply with them.

5.15.2 Contractor is responsible for the acts of its employees and Subcontractors while they are on the Premises. Accordingly, Contractor agrees to take all reasonably necessary measures to prevent injury or loss to persons and property located on the Premises. Contractor is responsible for all damages to persons or property caused by Contractor or its employees/subcontractors while on the Premises. Contractor shall promptly repair or replace at its cost, in accordance with District instructions, any damage that its employees/subcontractors cause to District property. Upon Contractor's failure to make such required repairs or replacements, District may repair or replace the damage and charge Contractor for any reasonable expenses incurred and Contractor shall promptly reimburse District the full amount of such expenses. At its option, District may offset against all amounts due to Contractor any reasonable expenses incurred in connection with Contractor's required repairs or replacements.



5.15.3 Contractor shall ensure that its employees and Subcontractor's employees maintain suitable personal hygiene and appearance standards while performing the Services. Furthermore, Contractor shall ensure that its employees and Subcontractor's employees always use and/or wear the protective clothing and equipment needed to perform the Services safely.

5.16 Undocumented Workers: The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification. Contractor shall be required to: (i) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (ii) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (iii) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (iv) retain the I-9 Form as required by applicable laws. Contractor represents and warrants that as of the Effective Date it is in compliance with the Immigration Act and agrees to remain so for the duration of the Term.

5.17 Pre- and Post-employment Testing:

5.17.1 Contractor is responsible for all costs associated with recruiting, screening, testing, and hiring applicants for any position providing Services to District, as well as any ongoing screening, testing, or monitoring of employees providing Services to District.

5.17.2 Contractor retains sole discretion and final decision-making authority regarding its employment hiring decisions. District retains sole discretion and final decision-making authority regarding persons who are permitted to have access to the Premises. Every Contractor employee who will provide Services shall, at a minimum, undergo a sex offender registry screening, criminal background check, fingerprinting, and verification of name and Social Security number from a District-approved agency prior to their assignment to District. Managers assigned to District will undergo drug testing by a licensed testing agent acceptable to District. Contractor shall review the results of all adverse screenings to determine whether such persons may be assigned to District to provide Services pursuant to this Contract. Except with District's express prior approval, Contractor shall not assign to District any employee who has a felony conviction, is a registered sex offender, or whose drug test revealed the presence of unlawful substances. District reserves the right to require Contractor to provide verification and documentation that the employee tests, screenings, and checks required under this Contract were performed. Contractor's employees must repeat their background checks at least every three (3) years.

5.17.3 To the extent permitted by law, Contractor shall require its employees to disclose to Contractor any new sex offense, felony conviction, or positive drug test for unlawful substances that occurs after they are assigned to District. Contractor shall, immediately upon learning of an employee's conviction or positive test, notify the Campus Representative of the College where the employee works of such issue so the employee's status can be discussed and determined.

5.18 Employee Health:

5.18.1 Health Examinations: Contractor shall cause all its employees assigned to District to submit to periodic health examinations on a schedule at least as frequently and with protocols at least as stringent as those required by applicable law. Contractor will submit satisfactory evidence of compliance with all health regulations to the District Representative upon request.

5.18.2 Applicable Laws and Regulations: Contractor shall at all times during the Term adhere to all federal, state, and municipal laws and regulations applicable to employee health and shall at all times require any approved Subcontractors to do the same.

5.19 Employee Performance: Contractor shall be solely responsible for the hiring, performance, supervision, and termination of its employees.

5.20 Employee Complaints: To the extent permitted by law, Contractor shall provide the District Representative and appropriate Campus Representative with notice as soon as possible, but not later than twenty-four (24) hours from Contractor's receipt, of any material demands, complaints, or charges alleging violations by its employees assigned to District of any federal, state, or local laws or regulations that, if substantiated, would present an actual or potential threat to the health, safety, or security of the District community, District property, or District's reputation. Contractor shall notify the District Representative and appropriate Campus Representative within seventy-two (72) hours of such demands, complaints, or charges related to other matters.

5.21 Workplace Monitoring: District shall have the right to have its representative(s) or authorized agent(s) present to observe and witness the work being performed by Contractor's employees although such representative(s) shall not direct or otherwise interfere with such employees' activities. If, at any time, District determines, in its sole but reasonable judgment, that work is not being performed in accordance with the requirements, specifications, or obligations of this Contract; applicable law or regulation; or good judgment, District may notify Contractor of such deficiency and request that it be promptly remedied.

5.22 Drug-Free Workplace: During the performance of this Contract, Contractor agrees to (i) adhere to District's alcohol and other drugs policy; (ii) provide a drug-free workplace for Contractor's employees; (iii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture,

sale, distribution, dispensation, possession, or use of a controlled substance (including but not limited to marijuana) is prohibited in Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontractor's agreement so that the provisions will be binding upon each subcontractor. District's alcohol and other drugs policy that Contractor's employees must adhere to at all times is subject to change at District's sole discretion. District will provide Contractor with any updates to its alcohol and other drugs policy if they occur.

5.23 Uniforms: Contractor shall, at its sole expense, outfit all employees in uniforms and safety equipment acceptable to District and in compliance with any enforceable CBA and applicable environmental, health, and safety laws and regulations. Contractor shall ensure that all uniforms and safety equipment worn by employees to perform the Services are in good condition and cleaned regularly to present a suitable image to District. Contractor's uniforms must clearly identify the wearers as Contractor's employees. Contractor must provide clearly readable nametags for all its front-line employees and require such tags to be always worn and easily visible. District's approval of Contractor's uniforms and safety equipment in no way relieves Contractor of its obligation to provide uniforms and safety equipment in compliance with this Contract, any enforceable CBA, or applicable environmental, health, and safety laws and regulations.

5.24 Photo Identification: Contractor shall ensure that all its employees and all Subcontractor employees working in the Facilities display a photo identification badge that is clearly visible on his or her person when on District's premises. The identification badge will be issued by Contractor at Contractor's expense.

5.25 Nonsolicitation: In consideration of the Parties' agreement to perform their obligations under this Contract through valued managers who may have specialized knowledge of their employer's trade secrets, intellectual property, and proprietary methods, the Parties covenant and agree they shall not during the term of this Contract and for a period of twelve (12) months thereafter, and not without the other Party's prior written consent: (i) solicit or hire any of the other Party's managers who provided services related to this Contract, (ii) solicit or retain as an independent contractor any of the other Party's managers who provided services related to this Contract, or (iii) otherwise induce, influence, or encourage to terminate employment with the other Party any manager who provided services related to this Contract; provided, however, that this restriction will not apply to managers formally terminated by a Party prior to any solicitation or influence thereof. This Section 5.25 may be specifically enforced in any court of competent jurisdiction, and attorneys' fees will be awarded to the non-breaching Party in any such enforcement action, regardless of any other provision of this Contract.

5.26 No Consideration: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or

secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract.

5.27 Joint Employment: Notwithstanding anything to the contrary contained in this Contract, this Contract does not establish a joint employment or co-employment relationship between the Parties. Contractor's employees and Subcontractors are not entitled to any District benefit unless expressly agreed to in writing by the District.

## **ARTICLE 6 FINANCIAL MATTERS**

6.1 Financial Terms: The financial and operational terms of this Contract are based on conditions in existence as of the Effective Date. In the event of a material change in the conditions or representations made hereunder, the Parties shall negotiate in good faith to adjust the financial and operational terms of this Contract on a mutually agreeable basis to reflect the impact(s) of such change; provided however, that the foregoing provision is one of good-faith negotiation only and does not obligate or commit the Parties to actually adjust any of the terms of this Contract. Pricing and operating requirements will be determined after taking into account the potential effect of such determinations and other relevant factors on Contractor's or District's ability to achieve its pro forma results and the Parties may agree to modify the financial arrangements between them in consideration thereof.

6.2 No Guarantee: Unless expressly provided for otherwise in this Contract, District does not commit to specific volumes of sales activity at the Facilities, now or in the future, nor does it provide Contractor with any guaranty of profitability or cost recovery for any activity related to the Facilities or Services.

6.3 Profit and Loss Operation: Unless expressly provided for otherwise in this Contract, Contractor shall operate the Facilities and provide Services on a profit and loss basis.

6.4 Credit: Unless expressly provided for otherwise in this Contract, Contractor shall operate on its own credit with no advance payments from District.

6.5 Purchasing:

6.5.1 Procurement: District understands and accepts that Contractor has buying agreements with vendors for the purchase of Food and Beverage Inventory and Operating and Consumable Supplies used to provide the Services. Contractor's costs will not exceed the prevailing prices for like grade, quality, and quantity of such products in District's locality. Upon District's request, Contractor shall meet with District to demonstrate and discuss the competitiveness of Contractor's wholesale prices.

6.5.2 Ancillary Services: In the event that Contractor, either directly or through one of

its wholly owned subsidiaries, furnishes ancillary services to District's dining services program, the charges for such services will be competitive with the cost of obtaining similar services from an independent source in the open market.

6.6 Contractor's Financial Obligations:

6.6.1 New Capital Investments: (TBD based on successful Respondent's proposal and negotiations with District.)

6.6.2 Commission to District on Retail and Catering Sales:

6.6.2.1 Beginning on the Commencement Date, Contractor shall pay District the following Commissions at the annual rates and on the schedule listed below:

- Retail Sales: (TBD based on successful Respondent's proposal and negotiations with District.)
- Catering Sales: (TBD based on successful Respondent's proposal and negotiations with District.)

6.6.2.2 Reconciliation: The Parties will reconcile Commission payments in July for each just-completed Contract Year. Any additional amounts owed District will be paid by Contractor within thirty (30) calendar days once the Parties agree on the amounts owed. Contractor may deduct from Commission payments to District any amounts due and payable from District to Contractor pursuant to the terms of this Contract that are not the subject of a good faith dispute between the Parties.

6.6.3 Annual Unrestricted Considerations: Contractor shall pay District \_\_\_\_\_ United States dollars (\$\_\_\_\_\_.00 USD) in a lump sum by August 1<sup>st</sup> of each Contract Year ("Unrestricted Payment"). District may use the Unrestricted Payment for any purpose, including, but not limited to, the chancellor's and presidents' funds, student scholarships, Associated Students funds, sponsorships, or other considerations. All Unrestricted Payments made by Contractor through the Completion Date of this Contract are non-recoverable.

6.7 Repayment of Allowable Unamortized Investments: Repayment by District of any of Contractor's financial contributions made under this Contract will be managed as follows:

6.7.1 Expiration or Termination by Either Party for Any Reason: In the event this Contract expires or is terminated by either Party for any reason prior to Contractor's full amortization of the New Capital Investments shall, on its own or through a replacement contractor, pay Contractor the remaining unamortized balances due within sixty (60) calendar days from the Completion Date. The unamortized value of Contractor's New

Capital Investments will be calculated to the calendar day. Contractor shall, at any time during the Term of this Contract, upon request of District, provide Contractor's calculation of such unamortized value, as of a date specified by District.

6.7.2 Repayment of Other Financial Contributions Made by Contractor: In the event this Contract is terminated by either Party for any reason, all other financial contributions made by Contractor to District, including, but not limited to, Unrestricted Payments and Commission payments, are not recoverable and will not be repaid by District.

6.8 Cash Sales: All cash sales from the Services will be collected by Contractor and deposited into its account(s) and accounted for as described in Section 6.14 below.

6.9 Financial and Operating Statements: Contractor shall provide the following reports for the District Representative and each Campus Representative:

6.9.1 Sales Activity Report by Accounting Period: A sales activity report for each Accounting Period, together with all supporting financial sales data, within twenty (20) calendar days of the close of each Accounting Period verifying all customer counts, meal counts, cash sales, card sales, catering sales, and any other pertinent sales information by College as requested by District. Contractor shall present the sales financial data by point-of-sale and/or venue in a format and with a level of detail acceptable to District. The statements will show each College's budgeted and actual sales for the current Accounting Period, as well as year-to-date totals. Contractor shall provide cash register records by day and by register to District upon request. Contractor shall describe causes of unanticipated or unusual revenue deviations as part of these statements.

6.9.2 Profit and Loss Statement by Accounting Period: A detailed profit and loss statement by each College's venue or operating unit (cafeteria, catering, coffee bar, etc.) within twenty (20) calendar days of the close of each Accounting Period for activity during the preceding completed Accounting Period in a format and with a level of detail acceptable to District. The statements will show budgeted and actual revenues and expenses by College for the current Accounting Period as well as year-to-date totals. Contractor shall describe causes of unanticipated or unusual deviations from projections as part of these statements.

6.9.3 Summary Profit and Loss Statement by Accounting Period: A summary profit and loss statement by College that rolls up that College's operating units' revenues and expenses (including those related to cost-plus operations) within twenty (20) calendar days of the close of each Accounting Period for activity during the preceding completed Accounting Period in a format and with a level of detail acceptable to District. The statements will show budgeted and actual revenues and expenses by College for the current Accounting Period as well as year-to-date totals. Contractor shall describe causes

of unanticipated or unusual deviations from projections as part of these statements, as well as strategies for remediating them.

6.9.4 Annual Profit and Loss Statement: An annual profit and loss statement for District's entire account within forty-five (45) calendar days of the close of each Contract Year for activity during the preceding completed Contract Year in a format and with a level of detail acceptable to District.

6.9.5 Annual Capital Improvement and Repayment Schedule: An annual capital improvement and repayment schedule within forty-five (45) calendar days of the end of each Contract Year describing the Improvements made by Contractor at each College for which Contractor expects to be repaid according to the terms described in Section 6.7 of this Contract.

6.9.6 Annual Pro Forma: An annual pro forma that forecasts revenues and expenses projected by College for the following Contract Year in a format and with a level of detail acceptable to District. The pro forma will be presented to the District Representative and appropriate Campus Representative by the start of each Contract Year.

6.9.7 Other Information: Contractor expressly acknowledges that its transparency in providing the Services and managing the Facilities is critical to District, and thus Contractor will provide any other financial or operating information pertaining to the Facilities or Services that District may reasonably request from time to time.

6.10 Taxes: Contractor shall be responsible for the collection and timely payment of all applicable taxes levied after the Commencement Date. Sales from the Facilities to District patrons are normally exempt from state sales tax. Deliveries made under this Contract on behalf of District are usually free of federal excise and transportation taxes. District shall be responsible for property tax, if any, upon its real and personal property.

6.11 Taxpayer Identification Number and Certification: Contractor's Federal Employer Identification Number ("FEIN") is \_\_\_\_\_. Contractor shall at all times after the Effective Date ensure that a current taxpayer identification number and certification (Form W-9) is on file in the office of District's controller. Contractor hereby acknowledges that its failure to have a current W-9 on file may delay payment of any invoice(s) submitted. Invoices presented to the District's accounts payable office are deemed valid only if a current W-9 is on file with District.

6.12 Payment of Obligations: Each Party shall pay its financial obligations to the other Party within thirty (30) calendar days of invoice. Notwithstanding the preceding sentence of this Section 6.12, or of any other term or condition of this Contract to the contrary, each Party shall have a grace period of fifteen (15) calendar days following such thirty (30) calendar day period before the service charge set forth in this Section 6.12 begins to accrue; provided, however, that no Party shall receive the benefit of more than two (2) grace periods in any

twelve (12)-month period. Past due amounts will be subject to a service charge of up to one percent (1.0%) per month of the unpaid balance, together with all costs of collection of past due amounts, including, but not limited to, reasonable attorneys' fees. To preserve District's reputation, Contractor shall pay its outside vendors and Subcontractors in a timely manner, not to exceed sixty (60) calendar days from date of invoice.

6.13 District Operating and Occupancy Expenses: Unless mutually agreed upon by the Parties, Contractor shall have no financial responsibility for District Operating and Occupancy Expenses identified as District responsibilities in Exhibit E.

6.14 Books, Records, and Documents:

6.14.1 Contractor shall keep all records on a Contract Year basis.

6.14.2 Contractor shall keep the books, records, and documents for District's account in accordance with Generally Accepted Accounting Principles (GAAP.)

6.14.3 Books, records, and documents will include, but not be limited to, accurate books, records, and documents that will disclose separately for each Business Day of the Term all information required to determine Gross Revenues and exclusions from Gross Revenues.

6.14.4 Contractor shall inform District of the schedule of independent audits of Contractor's records and operations related to District's account. District shall receive a report of any findings that materially affect District's account.

6.14.5 Notwithstanding any provision in this Contract to the contrary, District shall not be obligated to make any payment to Contractor if Contractor is in material breach or default under this Contract or if any part of the payment is attributable to Services that were not performed in accordance with the specifications. However, District shall make payment for all Services that were performed in accordance with the specifications, provided that District has no pending or prospective claims against Contractor for damages, expenses, or losses arising under this Contract.

6.14.6 No partial payment made by District shall be, or construed to be, final acceptance or approval of that portion of the Services not performed in accordance with the specifications to which the partial payment relates, nor shall such partial payment relieve Contractor of any of its obligations under this Contract.

6.14.7 The acceptance of Final Payment by Contractor shall be full and final settlement of all of Contractor's claims, past, present, or contingent, arising out of or in connection with this Contract. Such acceptance constitutes a waiver of all claims by Contractor except those previously identified and described in writing to District by Contractor as unsettled at the time of the Completion Date.



#### 6.15 Audit:

6.15.1 Audit Rights: All books, records, and documents pertaining to Contractor's operations of District's account under this Contract will be made available by Contractor to District or District's authorized representatives during normal business hours on any Business Day upon reasonable notice from District. District or its authorized representatives may audit or inspect such records as deemed appropriate. Contractor shall cooperate with District or District's authorized representatives during such inspections or audits.

6.15.2 Subcontractor Books and Records: If any of the duties of this Contract are carried out through a Subcontractor whose contract with Contractor is valued at or costs \$20,000 or more over a twelve (12)-month period, access is similarly required to such Subcontractor's books, documents, and records related to the rendering of services to District. Such Subcontractor's agreement with Contractor will be in writing and will contain a similar access clause to that herein.

6.15.3 Audit Results: If an audit determines District has not received payment(s) from Contractor in accordance with the terms of this Contract, Contractor agrees to pay District the delinquent payment(s) within ten (10) calendar days plus interest from the date of delinquency at the rate of one percent (1%) per month. Receipt of such payment shall not preclude District from pursuing any other right or remedy available under law. In addition, if the audit determines that Contractor has underpaid District by more than ten percent (10%), Contractor shall pay the entire cost of the audit.

6.15.4 Record Retention: Contractor shall retain all records relating to the Services for at least five (5) years following the Completion Date.

### **ARTICLE 7 FACILITIES AND EQUIPMENT**

#### 7.1 Access to Facilities:

7.1.1 District shall provide Contractor with reasonable access to the Facilities so it can efficiently and effectively perform the Services. Contractor shall access only those areas of the Facilities that are necessary for it to perform its duties and obligations under this Contract and shall have no right of access to any other area of the Facilities except by invitation from District. Contractor shall not use any District equipment, including, but not limited to, computers, printers, televisions, telephones, desks, chairs, copiers, or other equipment that is not specifically assigned by District to Contractor for Contractor's use.

7.1.2 Contractor shall not limit District's access to the Facilities in any way. District and its agents or representatives shall always have access to the Facilities.

7.1.3 District reserves the right to use any of the Facilities for special activities but will endeavor not to disrupt scheduled Services. When such activities occur, the area(s) will be cleaned and rearranged after each use at District's expense to return the area(s) to the condition existing before the activity.

7.1.4 When Contractor uses areas that are not assigned to it pursuant to this Contract, or which are not primarily intended for the Services (e.g., meeting rooms, lounges, outdoor spaces, etc.), Contractor shall perform the appropriate setup and cleanup of food and beverages in such areas after the completion of every event. If Contractor moved or rearranged FF&E in any such area for an event then Contractor will promptly restore the area to conditions satisfactory to District before the next scheduled use of the area, which includes housekeeping and sanitation of the area and equipment and trash removal. Contractor is not responsible for FF&E moved or rearranged by District or another third party. All food, beverages, and service equipment must be removed within two (2) hours of the completion of the event or as quickly as practical. Under no circumstances are food, beverages, trash, or service and display equipment and fixtures to be left overnight. This provision will not apply to catered events with drop-off food and beverages consisting of all disposables, provided that Contractor shall clearly inform the host of such event that removal of disposable items is strictly the host's responsibility.

7.2 Financial and Operational Responsibilities of the Contracting Parties: The Financial and Operational Responsibilities Summary, included as Exhibit E of this Contract, identifies the responsibilities Contractor and District are obligated to perform during the Term. Contractor understands and accepts these responsibilities, which may change from time to time upon mutual agreement of the Parties.

7.3 Additions, Modifications, Relocations, or Deletions from the Existing Facilities: District reserves the right, after providing reasonable notice to Contractor, to add, delete, relocate, or modify the Facilities. In the event a change in the Facilities affects the Services, the Parties agree to renegotiate in good faith should such a change make a material change to either Party's interests or obligations, including, without limitation, increased costs, decreased revenues, or impacts upon operating efficiencies.

7.4 Furniture, Fixtures and Equipment (FF&E):

7.4.1 FF&E in the Front-of-the-House: Unless mutually agreed to otherwise by the Parties, District at its cost shall provide the tables, chairs, cabinetry, serving stations, salad bars, food and beverage coolers, beverage pouring equipment (if not provided by beverage companies), and other FF&E used in the Front-of-the-House by customers utilizing the Services ("FOH FF&E"). District shall retain ownership of all FOH FF&E and be solely responsible for its maintenance, repairs, and replacements except for such

maintenance, repairs, and replacements due to damages caused by Contractor's employees or Subcontractors. Contractor shall be solely responsible for the regular and thorough cleaning throughout the day of the FOH FF&E in the Front-of-the-House areas described in Exhibit J. New purchases of FOH FF&E will be made with Contractor's input to the extent necessary.

7.4.2 Long-life Equipment and FF&E in the Back-of-the-House: Within sixty (60) calendar days of the Effective Date, District shall submit to Contractor a list of all District-owned Long-life Equipment and other FF&E in the Back-of-the-House to be placed under Contractor's management for use in providing the Services ("BOH FF&E"). District shall provide this BOH FF&E in working order. Contractor shall be required to keep all such BOH FF&E under its control in proper condition. District shall be financially responsible for the preventive maintenance, repair, and replacement of the BOH FF&E; provided, however, that Contractor, at its own expense, shall repair or replace any BOH FF&E damaged or made inoperable by Contractor's neglect or abuse. Contractor will directly notify District's kitchen equipment services vendor to perform preventive maintenance and needed repairs or services. Contractor will obtain the appropriate Campus Representative's prior written approval on any repair or replacement estimated to cost more than \$500. Contractor shall provide the appropriate Campus Representative in a timely manner with copies of all service tickets or invoices related to preventive maintenance and repairs of District-owned equipment. Contractor will consult on the replacement or repair of BOH FF&E that may be reasonably required from time to time. The Campus Representative at the College where the equipment is located shall make the final decision regarding whether BOH FF&E is repaired or replaced.

7.4.3 Smallwares: Contractor shall at its expense purchase and maintain the required Smallwares needed to provide Services at the Facilities. Contractor shall maintain ownership of all such Smallwares.

7.4.4 Fire Extinguishing Equipment: District shall provide, at its expense, all fire suppression and extinguishing equipment in the Facilities. Contractor shall notify District immediately of any problems with such equipment that Contractor notices.

7.4.5 Additional FF&E: Contractor shall be responsible for providing certain additional FF&E as may be necessary for the successful operation of the Facilities and provision of Services, including, but not limited to, office machines, food inventory management systems, and merchandising displays. All such FF&E needed for the successful performance of the Services will be provided by Contractor at its sole expense. Contractor shall retain ownership of any such FF&E.

7.4.6 Contractor Repair of FF&E: Contractor shall be responsible for the maintenance or repair of those items described as Contractor's responsibilities in Exhibit E.

7.4.7 Damaged or Deficient FF&E under Contractor's Control: Within ten (10) Business Days after the Commencement Date, Contractor shall submit to the District Representative a list of all Contractor- and District-owned FF&E under its control and used in the Facilities. Contractor shall notify District of any deficiencies or damages to District-owned FF&E that Contractor believes should be corrected. District and Contractor shall then determine how such deficiencies or damages should be corrected, if at all. If, after acceptance by Contractor, equipment provided by District becomes inoperable or hazardous to operate through no fault or other act of Contractor or any Subcontractor, Contractor shall promptly notify the District Representative of the issue and may temporarily remove such equipment from use. District shall make the final decision regarding whether damaged FF&E is repaired or replaced.

7.4.8 Ownership of Facilities and FF&E: Facilities where the Services are performed remain the property of District. This Contract does not constitute a lease, convey any interest in real estate, nor grant any right of occupancy beyond what is expressly defined herein. All FF&E owned by District and provided to Contractor under this Contract shall remain the property of District unless such ownership is transferred to Contractor by written agreement of the Parties. All FF&E assigned to Contractor will be returned by Contractor upon termination of this Contract in the same condition as when accepted, normal wear and tear or loss or destruction due to fire or other casualty not caused by Contractor's negligence or willful misconduct excepted.

7.4.9 Signage: No signs, advertisements, or notices of any kind shall be painted or affixed to any part of the Facilities or a College's premises until they are approved in writing by such College's Campus Representative. Contractor is responsible at its expense for installing all signage related to its own or its Subcontractor's brands or venues.

## 7.5 Contractor-assigned Spaces:

7.5.1 Existing Conditions: Within ten (10) Business Days of the Commencement Date, Contractor and District will inspect the Facilities and all other District property that Contractor will utilize to perform its obligations under this Contract. After that inspection, Contractor agrees to accept the Facilities, Long-life Equipment, and FF&E "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" as of the Commencement Date, except for the conditions listed in Exhibit H (to be mutually agreed-upon, completed, and added to the Contract by amendment after such inspection), which District will repair or replace at its own expense within thirty (30) calendar days following the Commencement Date. **EXCEPT AS SET FORTH IN THIS CONTRACT, THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DISTRICT PROPERTY OR THIS CONTRACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7.5.2 Contractor's Office Space and FF&E: District shall, at its expense, provide adequate office space for Contractor's on-site manager(s) who oversee the Services. District

provides the office space to Contractor in “as-is,” “where-is,” and “with all faults” condition. District shall also at its expense provide Contractor with the office FF&E described in Exhibit G. Contractor, at its expense, shall provide any additional FF&E not included in Exhibit G that it needs for the successful operation of the Services. Contractor shall be responsible for cleaning any office space assigned to it. District may, at its discretion and with prior notice to Contractor, reassign Contractor’s managers to other office space. Contractor shall not use District’s Facilities, including any assigned office space, for any commercial or personal purpose except to provide Services to District under the terms of this Contract.

7.5.3 Contractor’s Restrooms: District, at its expense, shall provide Contractor with restrooms for Contractor’s employees’ use during the Term. Contractor shall be responsible for cleaning any restroom spaces assigned for its exclusive use. District shall not be liable for theft of or damage to the personal property of Contractor’s employees left in these areas.

7.5.4 Contractor’s Storage Areas:

7.5.4.1 District shall provide to Contractor, at District’s expense, adequate areas for storage of Food and Beverage Inventory, Long-life Equipment, Short-life Equipment, Smallwares, and Operating and Consumable Supplies used to provide the Services.

7.5.4.2 District shall retain access to all storage areas assigned to Contractor but shall not utilize any of Contractor’s equipment or supplies stored there for its own purposes or unreasonably interfere with Contractor’s ability to utilize such areas.

7.5.4.3 District is not responsible for losses, thefts, or damages to Contractor’s equipment or supplies stored in the assigned storage areas, unless such losses, thefts, or damages are due solely to District’s gross negligence or willful misconduct.

7.5.4.4 Contractor shall only store in the assigned storage areas the supplies and equipment used (or to be used) to provide the Services. Contractor shall ensure that at all times all equipment and supplies are stored safely, securely and in compliance with manufacturer’s or producer’s specifications and applicable law or regulation.

7.5.4.5 Contractor shall promptly notify District of any security or safety issues related to the storage areas assigned to it.

7.5.4.6 District may reassign Contractor’s storage areas at its discretion after providing prior notice to Contractor.

7.5.4.7 Contractor acknowledges that it has inspected the storage areas and warrants they are acceptable for performing the Services required of Contractor under this Contract, including Contractor’s compliance with applicable health and sanitation

codes, except for the deficiencies and defects expressly noted by Contractor prior to the Commencement Date.

7.5.5 Non-exclusive Access: District grants Contractor non-exclusive access to utilize the Facilities assigned to it. District shall always retain ownership of and access to all Facilities and may enter them at any time for any reason.

7.5.6 Permitted Use: No unlawful activities are permitted in the Facilities assigned to Contractor. Contractor shall use the Facilities solely in the performance of its obligations under this Contract and shall comply with all laws, regulations, and District policies that apply to the assigned Facilities. Contractor shall cause its employees to observe and comply with all such applicable laws, regulations, and District policies.

7.5.7 Modifications, Alterations, and Repairs by Contractor: Contractor shall not modify, alter, or repair any of the Facilities assigned to it without the prior written approval of District.

#### 7.6 Capital Improvement Plan and Facility Improvements:

7.6.1 Development of Improvements Plan: The District will initiate, supervise, and fund all Improvements to the Facilities consistent with a plan mutually agreed upon by the Parties. Project management of the Improvements will be managed by District. Should the District want Contractor to manage any Improvements, then Contractor, if performing or hiring out for a public work as defined by California Labor Code section 1720, must ensure adherence to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration); California Civil Code 9550 (Bond Requirements); California Labor Code Sections 1771 through 1776; and to California Education Code Section 81704, when the Services performed or directed by Contractor require compliance with these Sections. Contractor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's online application registry link located at <http://www.dir.ca.gov/Public-Works/PublicWorks.html> or ensure that any entity hired to perform a public work is similarly registered.

7.6.2 No Interest Conferred to Contractor: No interest in or obligation of the Facilities, including the Improvements, is conferred upon Contractor. Except for Contractor's obligations described herein, the Facilities remain in the ownership, care, custody, and control of District.

7.6.3 Unauthorized Improvements: Contractor shall remove promptly upon District's written request any Improvements made without District's written consent.

7.6.4 Liens: Contractor will not create or permit to exist at any time, and will, at its own cost and expense, promptly take such action as may be necessary to discharge any lien on all or any part of the Facilities or FF&E, title thereto, or any interest therein,

attributable to the Improvements or FF&E procured by Contractor for District. Any failure by Contractor to do so shall constitute a material breach of this Contract.

7.7 Public Approvals and Permitting: Unless agreed to otherwise by the Parties, the District will be responsible at its sole expense for securing applicable building permits for any renovation or construction undertaken within the Facilities.

7.8 Repairs of Structure and Building Systems: Except as expressly provided for in this Contract, Contractor shall not be responsible for repairs to the Facilities' Long-life Equipment, structures, substructures, or building systems, which include building shell, structural, electrical, plumbing, sewer, water, mechanical, elevator, heating, ventilation, and cooling systems, provided that such repairs are not required as a result of the negligence or misconduct of Contractor, its agents, subcontractors, or employees. If such repairs are required as a result of the negligence or misconduct of Contractor, its agents, Subcontractors, or employees, District shall pass the cost of such repairs along to Contractor for prompt payment.

7.9 Repairs and Maintenance: The Financial and Operational Responsibilities Summary described in Exhibit E of this Contract outlines the Parties' respective responsibilities related to repairs and maintenance of the Facilities and FF&E used therein.

7.10 Utilities and Utilities Expenses: District shall be responsible for building standard Utilities. District does not guarantee an uninterrupted supply of such utilities to Contractor but shall take reasonable efforts to restore service following an interruption. District shall not under any circumstances be liable for any damages or losses resulting from any utility disruption, including, without limitation, product loss that may result from the interruption or failure of any such utility, or any loss of use or lost profit or other indirect damage, unless such interruption or failure is caused solely by District's gross negligence or willful misconduct. Contractor shall employ environmentally sound practices that will further the District's efforts in recycling, and water, wastewater, and utility conservation. For clarity, Utilities do not include Internet services.

7.11 Parking: Contractor's agents, Subcontractors, employees, vendors, and invitees are required to park in the areas designated for their use by the District and follow all established or posted parking policies. Parking areas are non-exclusive. Any parking expense for Contractor's or Subcontractors employees will not be the District's responsibility.

7.12 Facilities Security and Security Systems:

7.12.1 Security and Access Control: Contractor shall distribute keys and other access control devices to its employees and subcontractors only in accordance with the distribution policies established by District. Contractor shall be solely responsible for all keys or other access control device issued to its employees/subcontractors. Doors will be opened or unlocked only to areas in which Contractor's employees/subcontractors are

actively working. Doors will be locked and lights turned off once the Services are performed at the end of each day of operations. Contractor's employees/subcontractors shall not open, unlock, or otherwise allow access to the Facilities for anyone not performing or supporting the Services without the express prior approval of District. In the event keys or other access devices issued to Contractor are lost or stolen, Contractor will report such losses to District immediately and will be liable for the cost of all replacements, including lock changes. Contractor shall not make copies of any keys to the Facilities without District's express prior permission. Immediately upon the Completion Date, or as soon thereafter as practical, all keys and other access control devices issued to Contractor shall be returned to the appropriate College's Campus Representative.

7.12.2 Facilities Security: District has responsibility for providing all security personnel and systems needed to secure the Front-of-the-House and Back-of-the-House areas assigned to Contractor. While District will take reasonable precautions to protect Contractor's property stored in the Facilities, District will not be responsible for losses or damages to Contractor's property resulting from theft or damage, except to the extent caused by District's sole gross negligence or willful misconduct.

7.12.3 Security Systems: District shall be responsible for maintaining any intrusion alarms and surveillance systems it deems necessary for the Facilities or any other area from where Services are provided. Contractor must receive prior written approval from the District Representative prior to installing any additional systems. Any such additional security system will be installed and maintained at Contractor's expense.

7.12.4 Additional Access Control Devices: Contractor shall not, without the prior written approval of District, install locks or otherwise restrict access by District personnel to the Facilities or any other areas where Contractor is authorized to provide Services under this Contract.

7.12.5 Security Incidents: Contractor shall be responsible for immediately reporting to District police any break-ins or unauthorized entries into the Facilities and all property losses associated therewith.

7.13 Existing Agreements: Contractor acknowledges and accepts that District has existing agreements and service contracts that may require specific individuals or companies to perform maintenance, inspections, or repair work in connection with the Services or at the Facilities. Contractor will allow these individuals access to the Facilities as needed. District will endeavor to schedule these activities at times that do not unreasonably interfere with the Services.

7.14 Removal of FF&E: Contractor shall not remove District-owned FF&E or Long-life Equipment from the Facilities for any reason other than for safety concerns or repair, except with the prior approval of the District Representative.



## **ARTICLE 8 TECHNOLOGY**

### **8.1. Electronic Systems and Services:**

8.1.1. Contractor's Responsibilities: Unless expressly stated otherwise in this Article 8, Contractor understands and accepts that it shall provide and maintain the following electronic systems and services needed to manage the Facilities and provide the Services as required of Contractor under this Contract at Contractor's sole expense:

- 8.1.1.1. POS System.
- 8.1.1.2. Food and beverage inventory management system.
- 8.1.1.3. Accounting system, including financial management and reporting.
- 8.1.1.4. Payroll system.
- 8.1.1.5. Employee timekeeping system.
- 8.1.1.6. Services-specific website.
- 8.1.1.7. Services-specific online / e-commerce sales and marketing applications, including, but not limited to, mobile ordering and delivery services.
- 8.1.1.8. Services-specific informational kiosks, menu boards, or similar devices, if any.
- 8.1.1.9. Services-specific applications ("Apps").
- 8.1.1.10. Services-specific social media accounts.
- 8.1.1.11. Computer networks, hardware, software, and peripherals needed to connect to Contractor's corporate offices. District at its expense will provide Internet connectivity in the Facilities for Contractor to use its networks, hardware, software, and peripherals to manage the Services.
- 8.1.1.12. Contractor's employees' cellular services and devices.

Contractor is responsible for any repairs, replacements, additions, or upgrades to the POS System, except for items lost or damaged by District. Subject to the provisions of Section 9.1, Contractor will own the POS System and be responsible at its expense for POS System programming, network connections, service charges, and backbone maintenance.

8.1.2. District's Responsibilities: District shall provide at no cost to Contractor the following electronic systems and services needed to operate the Facilities and provide the Services:

8.1.2.1. District shall be responsible for the preparation of a District identification card for each faculty member, staff member, and student.

8.1.2.2. Telephone handsets and local phone service from land lines at Contractor's assigned Facilities.

8.2. Services Website: Contractor shall develop, host, and support, at its sole expense, an easily navigable and intuitive website specific to the Services. The site will be updated regularly and include accurate menus, pricing, special programs, catering information (including online catering ordering), health and wellness information, frequently asked questions (FAQs), operating hours, staff directory, and other important information. The website will be fully operational at least thirty (30) calendar days prior to the Commencement Date. The dining website will be linked to and easily navigated from District's website.

8.3. Social Media Presence and Use: Contractor shall utilize social media platforms to drive sales, connect with customers, and raise the dining program's reputation and visibility. Specific expectations include generating, editing, publishing, and sharing engaging content (e.g., original text, photos, and videos); monitoring traffic metrics; collaborating with District departments to ensure brand consistency; communicating with followers, including responding to queries in a timely manner and monitoring customer reviews; and promoting dining special events and competitions. Contractor's social media accounts related to the Services will be fully functional within thirty (30) calendar days prior to the Commencement Date.

8.4. System Requirements: Contractor understands and accepts that, unless expressly agreed upon otherwise by District, all its electronic systems and services used to provide the Services must be:

- Purchased, tested, and maintained at no cost to District.
- Fully functional thirty (30) calendar days prior to the Commencement Date.
- Compliant with all applicable laws or regulations governing such systems, including those related to the Payment Card Industry Data Security Standard ("PCI DSS") compliance and the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

- Secure and protective of District information and personally identifiable customer information, using contemporary best practices in the industry to protect against unauthorized access and threats and hazards to the security and integrity of such information, and in no event providing less than the same level of security that Contractor uses to protect its own data and information.

8.5 System Integration: To provide the Services required under this Contract, Contractor may need to operate certain information technology systems not owned by District (“Non-District Systems”), which may need to interface with or connect to District networks or information technology systems (“District Systems”). Contractor shall be responsible for all Non-District Systems, and District shall be solely responsible for District Systems, including taking such security and privacy protections as are commercially reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the Services provided hereunder, then Contractor will be responsible for complying with the Payment Card Industry Data Security Standards, known as “PCI-DSS” (“Data Protection Rules”). If Non-District Systems interface with or connect to District Systems, then District agrees to use commercially reasonable efforts to implement upon request from Contractor, at District’s expense, the changes to District’s Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor’s compliance with the Data Protection Rules. Contractor shall be responsible for the cost of changes to Non-District Systems necessary to achieve compatibility with District Systems. District shall provide Contractor with advance written notice of any change to District policies pertaining to District Systems, or change in configuration of District Systems, in order that Contractor may assess the impact of such change upon the security of Non-District Systems.

8.6 Compliance with District’s Information Technology Policies and Procedures: Contractor and its agents, Subcontractors, and employees shall at all times for the full Term of this Contract adhere to District’s information technology usage and security policies described in Exhibit K. Contractor shall only use District’s technology services for Services-related activities.

8.7 Required Permissions: During the entirety of the Term, Contractor shall procure and maintain at its own expense all licenses, permissions, and other authorizations required for Contractor and District (and their respective employees) to use Contractor-provided systems described in this Article 8.

## **ARTICLE 9 INVENTORIES**

9.1 Inventory Ownership: Within sixty (60) calendar days following the Effective Date, District shall determine District-owned FOH FF&E, BOH FF&E, and Long-life Equipment, and create an initial inventory of such items and include them in Exhibit G (“Initial Inventory”). Within thirty (30) calendar days following the Commencement Date, Contractor will verify the Initial Inventory and inform District in writing of any missing items, which District will be

responsible for replacing. Unless expressly stated otherwise in this Contract, inventories will be owned as follows:

- District-provided office FF&E described in Exhibit G will be owned by District.
- Front-of-the-House FF&E will be owned by District.
- Long-life Equipment will be owned by District.
- Smallwares will be owned by Contractor.
- Short-life Equipment and catering equipment will be owned by Contractor.
- Food and Beverage Inventory will be owned by Contractor.
- Operating and Consumable Supplies will be owned by Contractor.
- POS System will be owned by Contractor.

9.2 Return of District-owned FF&E: At the Completion Date or earlier termination of this Contract, Contractor shall deliver to District all District-owned FOH FF&E, BOH FF&E, and Long-life Equipment (and replacements thereof) in good condition (reasonable wear and tear or casualty not caused by Contractor excepted) or the value thereof. Upon mutual agreement of the Parties, District or its replacement contractor may purchase Contractor-owned Short-life Equipment, Operating and Consumable Supplies, and Food and Beverage Inventory at the values described in Section 2.13.

9.3 Annual Inventory: Contractor and District shall prepare by August 1 of each Contract Year an update to the Initial Inventory that describes the quantity and value of the following, as of the end of the preceding Contract Year:

- Office FF&E
- FOH FF&E
- BOH FF&E

The accuracy of this annual inventory will be mutually signed by authorized representatives of both Parties.

## **ARTICLE 10 INSURANCE**

10.1 Contractor Acceptance: Acceptance of this Contract constitutes Contractor's understanding and agreement that it is not covered in any way by District's insurance and that Contractor agrees, during the full term of this Contract, to maintain in force, at Contractor's sole expense, the types and coverages of insurance described below.

10.2 General Liability:

10.2.1 Commercial General Liability: Commercial general liability insurance written on an occurrence basis, including, but not limited to, coverage for contractual liability, products

and completed operations, personal injury, bodily injury, and broad form property damage liabilities with liability limits not less than:

- \$2,000,000 each occurrence bodily injury and property damage,
- \$4,000,000 general aggregate limit for bodily injury and property damage,
- \$1,000,000 products and completed operations aggregate,
- \$2,000,000 fire damage legal liability,
- \$50,000 per person medical payments.

10.2.2 Commercial Automobile Liability Insurance: Commercial automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with Contractor's performance of the Services under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence.

10.2.3 Workers' Compensation Insurance: Workers' compensation insurance with minimum limits of liability in accordance with applicable state law and employer's liability insurance with a minimum limit \$1,000,000 per accident or occurrence, \$1,000,000 per disease, and \$2,000,000 aggregate.

10.2.4 Umbrella / Excess Liability Insurance: Umbrella / excess liability insurance with limits of liability not less than \$2,000,000 each occurrence and aggregate. The schedule of underlying insurance on this policy must list the commercial general liability (including sexual abuse / sexual misconduct), and automobile liability policies. Contractor may meet the overall insurance requirements through any combination of primary and excess insurance.

10.2.5 Sexual Abuse / Molestation Insurance: Sexual abuse / molestation insurance with limits not less than \$1,000,000 for each victim and \$2,000,000 aggregate.

10.2.6 Cyber Security Insurance: Security and privacy, data and network, and cyber liability insurance covering losses associated with data breaches of Contractor's computer systems or Contractor's unauthorized release of District employees' or students' personal identification information in the care, custody, and control of Contractor with minimum limits of \$1,000,000 each loss and \$2,000,000 in the aggregate.

10.3 Property Protection: Contractor shall maintain the following insurance during the full term of this Contract:

10.3.1 Personal Property Insurance: Replacement cost all-risk property insurance, in an amount sufficient to cover full replacement costs of all Contractor's personal property, fixtures, inventory, equipment and Contractor's improvements.

10.3.2 Business Income or Interruption Insurance: Business income or interruption insurance in the amount of \$200,000 or thirty (30) calendar days loss of income plus salaries, whichever is less.

10.3.3 Performance Bond: Contractor shall, prior to the execution of this Contract, furnish a bond approved by the District, in the amount of Two Hundred and Fifty Thousand U.S. Dollars (\$250,000.00 USD) to guarantee the faithful performance of the work performed pursuant to this Contract. This Contract will not become effective until such bond is supplied to and approved by the District. The bond will be issued by an admitted surety insurer and the District reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660. Should the bond or any surety on such bond become or be determined by the District to be insufficient, it shall be replaced by Contractor within ten (10) calendar days by a bond that fully complies with the requirements of this Section 10.3.3. This bond shall be renewed annually for the entire term of this Contract and subsequent amendments to extend this Contract.

10.4 Additional Insured: District, its subsidiaries, officers, directors, trustees, students, and employees shall be named as additional insured under the commercial general liability, liquor liability, umbrella/excess liability, and automobile liability insurance policies. Where required by the indemnification provision of this Contract, these policies will respond on a primary, non-contributory basis to any policies carried by District. Any insurance coverage (additional insured or otherwise) that Contractor provides for the District, its subsidiaries, officers, directors, trustees, students, and employees shall only cover insured liability assumed by Contractor in this Contract; such insurance coverage shall not otherwise cover liability in connection with or arising out of the sole negligence of District, its subsidiaries, officers, directors, trustees, students, and employees.

10.5 Insurance Ratings: The insurance companies used by Contractor must be rated by A. M. Best Company as at least A-, VI and authorized to do business in the state of California.

10.6 Type of Form: The certificate must indicate that the commercial general liability insurance is written on an "occurrence" form. Claims-made forms are not acceptable.

10.7 Notice of Cancellation: Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. Without limiting the foregoing, Contractor shall immediately provide written notice to the District of the cancellation, expiration, termination, or material change to any policy that would cause Contractor to be non-compliant with the requirements set forth in Article 10 of this Contract.

10.8 Waiver of Rights of Recovery and Waiver of Rights of Subrogation: The Parties waive all rights of recovery against each other and their subsidiaries, officers, directors, trustees, volunteers, and employees for loss or damage to the extent covered by any insurance maintained by them. The Parties further waive, and shall cause their respective insurance carriers to waive, all rights of subrogation for loss or damage covered by any insurance maintained by District or Contractor. If any insurance policy required under this Contract requires an endorsement to provide for the waiver of subrogation set forth above, then District or Contractor, as appropriate, shall cause such endorsement to be so executed.

10.9 Certificates of Insurance: By the Effective Date, Contractor shall deliver to the District Representative all certificates of insurance evidencing Contractor's required, enforceable coverages. Contractor shall not perform any Services under this Contract until such certificates are provided. Contractor shall deliver to the District Representative, without notice and prior to the expiration of any required certificate, all updated certificates so District always has written proof that required coverages are in effect.

10.10 Deductibles: Each Party bears the costs of its respective deductibles or self-insured retentions for its required insurance coverages under this Contract.

10.11 Contractor's Failure to Provide Insurance: In case of Contractor's failure to deliver the insurance required under this Contract, District reserves the right to secure such required policies on its own and hold Contractor responsible for the costs of such policies. District's reservation of said right does not in any limit any of its other remedies it may have at law or under this Contract, including but not limited to termination of this Contract.

10.12 Coverage for District-owned FF&E: District shall provide insurance coverage through its standard insurance program only on District-owned FF&E, Long-life Equipment, Facilities, and its other property. Such FF&E, Long-life Equipment, Facilities, and other property will be covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

10.13 Subcontractors' Insurance: Subcontractors engaged by Contractor to perform any Services shall have the same insurance obligations as those required of Contractor under this Contract unless other coverages are allowed for by the District Representative's prior written permission.

10.14 Notice of Representation: District makes no representation that the limits or forms of coverage of insurance specified in this Contract are adequate to cover Contractor's property or obligations herein.

10.15 Risk: Contractor shall not do or permit anything to be done at any place where Services are provided, nor bring into the Facilities or keep on District premises, anything that would in any way increase any insurance rate or premium of District or that would constitute

a nuisance or create a dangerous or hazardous condition for District. For purposes of the foregoing sentence, District agrees that the activities to be performed by Contractor under this Contract when such Services are performed in accordance with the terms of this Contract, industry standard practice, and any applicable laws and regulations, will not increase any insurance rate or premium or constitute a nuisance or create a dangerous or hazardous condition.

## **ARTICLE 11 COMPLIANCE WITH LAW AND DISTRICT POLICIES**

11.1. Compliance with Applicable Laws: Contractor warrants that its performance pursuant to or in connection with this Contract shall be accomplished in compliance with all applicable federal, state and local laws, ordinances, rules, regulations and codes, including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended by the Equal Opportunity Act of 1972 and the Civil Rights Act of 1991; the Americans With Disabilities Act; the Age Discrimination in Employment Act and Older Workers' Benefit Protection Act; U.S. Occupational Safety and Health Administration ("OSHA") requirements; the federal and state Family Medical Leave Act; the National Labor Relations Act; the Fair Labor Standards Act; the Employment Retirement Income Security Act of 1974, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Worker Adjustment and Retraining Notification Act; immigration laws; California civil rights and wage and hours laws; and all other applicable laws.

11.2. Permits, Licenses, and Authorizations: Prior to the Commencement Date, Contractor and its Subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies to perform the Services and occupy the Facilities. Contractor shall advise District of all permits and licenses required to be obtained in District's own name for the Services to be provided hereunder and shall cooperate with District in obtaining the same.

11.3. Affordable Care Act: Contractor acknowledges, represents, and warrants that Contractor is aware of and understands the Patient Protection and Affordable Care Act ("PPACA") and that Contractor acknowledges that it, and not District, has the entire responsibility and liability for any and all damages or claims of any nature whatsoever related to Contractor's noncompliance or participation in the PPACA with respect to Contractor's employees.

11.4. Non-discrimination: It is the policy of District that in connection with any Services performed under this Contract there shall be no discrimination against any prospective or active employee engaged in or to be engaged such Services because of race, color, ancestry, age, national origin, marital status, gender, disability, disabled veteran status, or religious creed. Contractor shall comply with District's non-discrimination policy and all applicable federal and California laws, including, but not limited to, the California Fair Employment and



Housing Act, commencing with California Government Code, Sections 12940 et seq, and California Labor Code, Section 1735. In addition, Contractor shall require non-discrimination compliance by any and all Subcontractors employed by Contractor pursuant to the work under this Contract.

11.5. Compliance with District Policies: Contractor shall comply with all applicable District policies and procedures with respect to Contractor's activities under or in connection with this Contract. District shall provide copies of these policies and procedures to Contractor prior to the Commencement Date.

11.6. Subcontractors or Other Contractor Vendors:

11.6.1. Equal Opportunity Requirement: Any Subcontractor or other vendor to Contractor who provides Services, shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that such vendor or contractor is an equal opportunity employer.

11.6.2. Subcontractor Obligation: Contractor shall include the provisions of this Article 11 in every subcontract or purchase order over \$25,000 so that the provisions will be binding upon each Subcontractor or vendor.

## **ARTICLE 12 INDEMNIFICATION**

12.1 Indemnification: To the fullest extent provided by law, Contractor shall indemnify, defend, and hold harmless District, its Board of Trustees, as individuals and an entity, its officers, directors, employees, volunteers, representatives, agents, students, partners, invitees, and guests (the "Indemnified District Parties") from all claims, losses, liabilities, causes of action, awards, damages, judgments, settlements, legal expenses and costs, including reasonable attorneys' fees and costs (collectively "Claims") to which the Indemnified District Parties shall be subject, or for which they might be liable, arising out of or relating to the activities of every kind and nature whatsoever of Contractor or its officers, directors, partners, managers, employees, agents, subsidiaries, contractors, Subcontractors, Affiliates, or invitees in connection with Contractor's performance under this Contract, except for Claims that arise exclusively from the negligence or willful misconduct of Indemnified District Parties.

12.2 Defense Obligation: If required by Section 12.1 above, Contractor shall defend all Claims against the Indemnified District Parties arising under this Contract with counsel approved by the Indemnified District Parties, with such approval not to be unreasonably withheld, at Contractor's expense. Contractor shall not, without the prior written consent of District, settle or compromise any Claim or consent to the entry of any judgment that imposes any liability upon the Indemnified District Parties.

12.3 Health Department Violation Indemnification: Without limiting the generality of the foregoing Contractor indemnification obligation, in the event Contractor fails an inspection for reasons other than District's failure to maintain the Facilities and District-owned FF&E as required under this Contract following timely notice from Contractor to District identifying such failures as required per this Contract, Contractor shall defend, indemnify, and hold the Indemnified District Parties harmless from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses fines, judgments, liens, encumbrances, orders and awards, together with reasonable attorneys' fees and litigation expenses (but excluding consequential, special, exemplary, or punitive damages), arising out of or in connection with such inspection failure.

12.4 Notice: District shall give prompt written notice to Contractor of any Claim with respect to which it seeks indemnification, provided, however, that no reasonable delay on the part of District in notifying Contractor shall relieve Contractor from any obligation unless (and then to the sole extent) Contractor demonstrates that it is thereby actually prejudiced. Contractor shall give prompt written notice to District of any Claim to which it is notified.

12.5 No Exclusion: The indemnification provisions contained in this Contract are in addition to, and not in derogation of, any statutory, equitable, or common law remedy that either Party may have for the breach of any representation, warranty, or covenant under this Contract.

### **ARTICLE 13 MISCELLANEOUS**

13.1 Independent Contractor:

13.1.1 Contractor is an independent contractor of District. This Contract does not create a partnership, joint venture, brokerage agreement, express or implied agency, employment offer or agreement, or any other type of agreement except as expressly provided for herein. Neither Contractor nor its employees are entitled to benefits that District provides to its employees except as may be specifically and expressly set forth herein.

13.1.2 Contractor Compliance With Labor Code §2750.3 (AB5): Contractor is solely responsible for classifying personnel as employees or independent contractors in compliance with Labor Code §2750.3 (AB5). In addition to other indemnification obligations of the Contractor under this Contract, the Contractor shall defend, indemnify, and hold harmless the District from all claims arising out of or relating to the Contractor's alleged violation of obligations under Labor Code §2750.3.

13.1.3 Contractor shall defend, indemnify, and hold harmless the Indemnified District Parties from and against any and all Claims asserted against the Indemnified District Parties with respect to withholding, Social Security, unemployment compensation, and

all other taxes or amounts of any kind relating to employment of any persons providing Services to District under this Contract.

13.2 Contracting Authority: Nothing in this Contract will be construed as authority for either Party to incur any indebtedness, enter into any commitment, or order any equipment or inventory in the other Party's name or on the other Party's behalf except as expressly authorized by this Contract.

13.3 Severability: If any term, provision, or article of this Contract is held unenforceable or invalid under any applicable law or regulation by any court or competent governmental authority having jurisdiction, the non-enforceability or invalidity of such term, provision, or article will not preclude the effectiveness of any other term, provision, or article, but this Contract will be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained within.

13.4 District Approval: Without the prior written consent of the District Representative, Contractor shall not:

- Assign any of its rights and/or duties under this Contract.
- Enter into any lease or other agreement conveying any rights in District property or premises.
- Subcontract any service.
- Grant any right of occupancy or interest in District's real estate.
- Encumber any interest of District.
- Grant any concessions in any of the Facilities.
- Enter into any agreement with a third-party related to this Contract that extends beyond the term of this Contract.

13.5 Ownership and Use of Work Material: Contractor agrees that:

13.5.1 All specifications, plans, computations, data, publications, statements, accounts, reports, studies, and other materials prepared by Contractor exclusively for District (collectively, "Work Material"), whether accepted or rejected by District, becomes the property of District and is for its exclusive use and re-use at any time without compensation and without any restrictions. District shall not have any proprietary interest in materials prepared by Contractor prior to this Contract or not in connection with the Work Material.

13.5.2 Contractor shall permanently and irrevocably grant and assign to District all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and agrees to cooperate fully with District in any steps District may take to obtain patent, copyright, trademark, or like protections with respect to the Work Material.

13.5.3 Subject to the Confidential Information requirements contained herein, District shall have the right to use the Work Material for Services-related activities or otherwise. District may, at all times, retain the originals of the Work Material.

13.5.4 Work Material will not be used or published by Contractor or any other person or entity unless expressly authorized by District in writing. Contractor shall treat all Work Material as Confidential Information.

13.6 No Waiver: No waiver by either Party of any default on the part of the other Party in the performance of any covenant, promise, term, or condition of this Contract will be construed to be a waiver of any other or subsequent default in performance of the same or any other covenant, promise, term, or condition of this Contract, nor bar a Party from insisting on strict performance of the Contract's provisions.

13.7 Exhibits: The Exhibits A through L are incorporated in this Contract to the same extent as if set forth in full herein.

13.8 Titles and Captions: The article, section, and subsection titles and captions and the table of contents contained in this Contract are for convenience purposes only. They will not be deemed a part of the Contract and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

13.9 Counterparts/Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Contract binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. Signature pages transmitted by facsimile or via email as digital files or by other means of electronic transmission, or bearing electronic signatures, shall have equal force as signature pages bearing original ink signatures.

13.10 Complete Contract: This Contract and the attached Exhibits A through L, all of which are component parts herein, state the entire Contract and understanding between Contractor and District concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. Any and all obligations of District and Contractor are fully set forth and described therein. Any product or service called for in one and not mentioned in the other, or vice versa, is to be provided as if mentioned in said document. The Parties acknowledge that they have not been induced to enter into this Contract by any oral or written representations or statements not expressly contained in this Contract or in the written documents incorporated herein.

13.11 Modifications and Changes: Modifications and changes to this Contract will be made only in the following ways:

13.11.1 The Parties may mutually agree in writing to modify this Contract.

13.11.2 District may order changes within the general scope of this Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as Services to be performed and the delivery or installation of FF&E. Unless urgent in nature, Contractor shall provide a written estimate of costs or savings prior to implementing any changes. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give District a credit for any savings. Such compensation or credit will be determined by mutual agreement of the Parties. In the event that the Parties cannot mutually agree upon such compensation or credit, they will proceed in accordance with the dispute resolution proceedings set forth in Article 15.

13.12 Conflict of Interest: Contractor promises and represents 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 herein. Contractor further promises and represents that in the performance of this Contract, no personnel having any such interest shall be employed by Contractor.

13.13 Contractor's Title to Materials: No materials or supplies for work performed under this Contract will be purchased by Contractor or by any of its subcontractors subject to any lien or chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. Contractor warrants that it has clear title to all materials and supplies used in managing the Facilities and providing the Services.

13.14 No Assignment: Contractor shall not assign or transfer any of its rights or responsibilities under this Contract without prior review and written consent of the District Representative. Any assignment or transfer without the District Representative's prior written consent will be void and have no binding effect upon District. If any portion of the Services that has been subcontracted by Contractor is not executed in accordance with this Contract, the Subcontractor will be replaced on request by the District Representative. No subcontract, assignment, or transfer entered into by Contractor for provision of any Services shall relieve Contractor of any of its liabilities and obligations under this Contract.

13.15 Binding Effect: This Contract is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.16 Limitation of Liability: Notwithstanding anything to the contrary contained in this Contract, neither Party shall be liable to the other Party for any indirect, consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Section 12.3 (Health Department Violation Indemnification) or Section 13.5 (Ownership and Use of Work Material) above or as may be necessary to provide indemnification in accordance with Article 12, Section 5.11 (Employee Taxes and Benefits),

or Section 13.1 (Independent Contractor) above against actions or claims asserted by third parties.

13.17 No Personal Liability: All actions or claims against either District or Contractor arising under or relating to this Contract will be made only against such Party as a business entity, and any liability relating thereto will be enforceable only against the assets of such Party, provided each Party warrants its authority to sign on behalf of its business entity.

13.18 Testing and Inspection: District reserves the right to conduct any test or inspection it may deem appropriate or advisable to ensure that goods and Services conform to the specifications, terms, and conditions of this Contract.

#### **ARTICLE 14 COOPERATION**

14.1 Cooperation Required: The Parties agree at their own costs to cooperate with each other in connection with any internal investigations by District or Contractor of possible violation of their respective policies and procedures and any third-party litigation, except that District shall not be required to have any contact with any labor union representatives of Contractor's employees or Subcontractors or participate in any labor union grievance or other proceedings relative to Contractor's employees or Subcontractors except as a fact witness.

#### **ARTICLE 15 DISPUTE RESOLUTION BETWEEN THE PARTIES**

15.1 Dispute Resolution:

15.1.1 Exclusive Mechanism: District and Contractor shall resolve any dispute, controversy, disagreement, or claim arising out of or relating to this Contract, or the breach, termination, or invalidity hereof (each, a "Dispute") under the provisions of this Article 15. The procedures set forth in this Article 15 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and are an express condition precedent to litigation of the Dispute.

15.1.2 Good Faith Efforts: A Party shall send written notice to the other Party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between the Parties' executives. If such Dispute is not resolved on an informal basis by the Parties' executives within thirty (30) calendar days after delivery of the Dispute Notice (or such longer period as may be mutually agreed upon at the time), either Party may initiate mediation as described below.

15.1.3 Non-Binding Mediation:

15.1.3.1 Subject to having complied with the requirements set forth above, any unresolved Dispute shall be submitted by the Parties to non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service (“JAMS”) before resorting to litigation. Mediation will occur in Santa Clara County, unless mutually agreed upon otherwise by the Parties. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. Neither Contractor nor District shall have ex parte communications with any mediator selected under this Article 15 following the mediator’s selection and pending completion of the mediation hereunder. Contractor and District shall equally share the fees and expenses of the mediation, and each shall bear its own expenses incurred in preparing and presenting its own case.

15.1.3.2 Confidentiality of Mediation: The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

#### 15.1.4 Arbitration:

15.1.4.1 Condition Precedent: The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either Party’s commencement of arbitration proceedings pursuant to Section 15.1.4.3 below; however, neither the mediation provision above nor the arbitration provision below will constitute or be deemed a waiver by either Party of any and all jurisdictional challenges to the claims, including, without limitation, claims that the action is barred by the applicable statute of limitations, California Tort Claims Act, and/or any and all statutory conditions precedent.

15.1.4.2 Jurisdictional Challenges to Arbitration: The Superior Court of the State of California for the County of Santa Clara shall have sole and exclusive jurisdiction to hear and rule upon all claims, disputes, and/or disagreements arising out of or pertaining to jurisdictional challenges to arbitration including: (i) whether claimant has waived its right to arbitration (Code of Civil Procedure § 1281.2(a)); (ii) whether grounds exist for revocation of the agreement (Code of Civil Procedure § 1281.2(b)); (iii) whether a party to the arbitration agreement is also a party to pending court action or special proceeding with a third party arising out of the same transaction series of related transactions and there is a possibility of conflicting rulings on a common issue or fact or law (Code of Civil Procedure § 1281.2(c)); (iv) whether the claim is time-barred by the applicable statute of limitations; (v) whether the claim is

time-barred by the California Tort Claims Act; and/or (vi) whether claimant has failed to satisfy any and all statutory conditions precedent to arbitration.

15.1.4.3 Arbitration. Subject to a Party's compliance with the Government Code Claims Process, any Dispute between District and Contractor arising out of or pertaining to this Contract shall be resolved by binding arbitration conducted by a JAMS arbitrator identified as having expertise in public contracts matters and in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect as of the date that a Demand for Arbitration ("Demand") is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the San Jose regional office of JAMS. A Demand shall be filed and served within a reasonable time after the occurrence of the Dispute giving rise to the Demand, but in no event shall a Demand be filed or served after the date when the institution of legal or equitable proceedings based upon such Dispute would be barred by the applicable statute of limitations. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Notwithstanding Rule 19 of JAMS Streamlined Arbitration Rules and Procedures, in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award shall be supported by law and substantial evidence.

15.2 Reserved Rights: Nothing in this Article 15 shall be construed to limit or otherwise affect either Party's right to terminate this Contract with or without Cause pursuant to the termination provisions contained herein.

15.3 Pendency: Subject to Section 15.2 above, Contractor agrees to continue performing the Services during the pendency of any Dispute resolution proceeding, including litigation, arising under this Contract, unless enjoined or prohibited by a court of competent jurisdiction.

15.4 Emergency Relief: Nothing in this Contract will be construed to prevent either Party from moving a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other emergency relief to restrain the other Party from releasing Confidential Information to a third party, or seeking to transfer Confidential Information property rights thereto, in contravention of Section 13.5 (Ownership and Use of Work Material) of this Contract. Each Party shall be entitled to assert damage claims in such proceedings.

**15.5 WAIVER OF TRIAL BY JURY: EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS CONTRACT, OR THE WORK CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE,**



**THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**ARTICLE 16  
NOTICES**

16.1 Notices required or given in accordance with the terms of this Contract are to be deemed duly given if personally delivered, sent by nationally recognized overnight courier, sent by electronic mail (“E-mail”) as required below, or mailed by registered or certified mail, postage prepaid with return receipt requested:

To District at:

XXXXXXXXXX

With a copy to:

XXXXXXXXXX

To Contractor at:

XXXXXXXXXX

With a copy to:

XXXXXXXXXX

Any notice delivered by E-mail under this Contract will be deemed to have been received when sent, provided that no machine-generated message that delivery has failed is returned to the sender.

Either Party may change its address for notice purposes by giving reasonable written notice to the other Party.

**ARTICLE 17  
APPLICABLE LAWS AND COURTS**

17.1 Applicable Law: Except as may be preempted by federal law, this Contract is to be governed by the laws of the State of California without regard to California’s conflict-of-laws or choice-of-law principles. Litigation of all disputes between the Parties arising from or in connection with this Contract is to be conducted in the Civil District Court for Santa Clara

County or the United States District Court for the Northern District of California.

17.2 Interpretation: This Contract has been negotiated at arm's length between the Parties, both of which are sophisticated and knowledgeable in the matters dealt with in this Contract. Accordingly, any rule of law, doctrine of contract interpretation, or legal decision that would require ambiguities in this Contract to be interpreted against the Party that drafted it are not applicable and are hereby waived.

## **ARTICLE 18 REPRESENTATIONS AND WARRANTIES**

18.1. Contractor Representations and Warranties: Contractor hereby represents and warrants to District that as of the Effective Date, the following representations and warranties are true and will remain so throughout the Term of this Contract.

18.1.1. Contractor is duly organized, validly existing, and in good standing under the laws of the state of its incorporation and is duly authorized and in good standing to conduct business in the State of California.

18.1.2. Contractor has the requisite power and authority to execute and perform its obligations under this Contract and knows of no reason why Contractor is in any way, physically, legally, or otherwise, precluded from performing its obligations under this Contract in accordance with its terms, including without limitation, those relating to health and safety.

18.1.3. Contractor is not suspended, debarred, or otherwise disqualified from entering into any contract with the State of California, any other state, or the federal government, and is not currently under suspension or debarment by the State of California, any other state, or the federal government.

18.1.4. The execution and delivery of this Contract and the consummation or performance of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Contractor, written evidence of which shall be delivered to District, in form satisfactory to District. This Contract constitutes the legal, valid, and binding agreement of Contractor, enforceable against Contractor in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies).

18.1.5. Contractor has obtained and shall continue to maintain throughout the Term of this Contract all required insurance and applicable permits, rights, licenses, and other authorizations required for it to perform its obligations under this Contract without restriction. Contractor shall not perform any Services for which it is not appropriately licensed.

18.1.6. Contractor is financially solvent.

18.1.7. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby and the performance of the obligations set forth herein do not (i) conflict with or result in a violation of any provision of the charter or bylaws of Contractor, each as amended to date; (ii) conflict with, result in a violation or breach of, constitute a breach or default under, give rise to a right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract, or other instrument to which Contractor is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Contractor.

18.2. District Representations and Warranties: District hereby represents and warrants to Contractor that as of the Effective Date, the following representations and warranties are true and will remain so throughout the Term of this Contract:

18.2.1. District has the requisite corporate power and authority to execute and deliver this Contract and to perform its obligations hereunder.

18.2.2 This Contract constitutes the legal, valid, and binding agreement of District, enforceable against District in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies).

18.2.3 District has obtained or will timely obtain all applicable permits, rights and licenses required to perform its obligations under this Contract.

18.2.4 The execution and delivery of this Contract and the consummation of the transactions contemplated hereby will not (i) conflict with or result in a violation of any provision of the charter or bylaws of District, each as amended to date; (ii) conflict with, result in a violation or breach of, constitute a default under, give rise to a right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract, or other instrument to which District is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule, or regulation applicable to District.

18.3 Survivability: Contractor's warranties shall survive termination of this Contract and shall not be deemed waived by District because of delivery or acceptance of, or payment for, the Services.

**ARTICLE 19**  
**CONFIDENTIAL INFORMATION AND PROTECTED MARKS**

19.1 Confidential Information: During the Term, the Parties may be exposed to each other's Confidential Information. Consequently, each Party agrees:

19.1.1 To allow access to Confidential Information only by individuals (including without limitation professional advisers and consultants) on a need-to-know basis solely in conjunction with their respective responsibilities under this Contract.

19.1.2 Not to use or disclose the other Party's Confidential Information without the prior written consent of such Party, except as expressly permitted hereby.

19.1.3 To take commercially reasonable precautions to protect the other Party's Confidential Information, exercising at least the same degree of care to safeguard and to prevent disclosure to others as it employs to avoid unauthorized disclosure or publication of its own information, but not less than a reasonable standard of care.

19.1.4 To comply with all applicable regulations or laws governing Confidential Information.

19.1.5 To return the other Party's Confidential Information upon the Completion Date, if requested by such Party, keeping no copies except for those archived as part of regular system backups.

19.1.6 If a Party is compelled by law, subpoena, or otherwise to release or allow disclosure of the other Party's Confidential Information, the releasing Party shall provide written notice of same to the non-releasing Party sufficiently far in advance to allow the non-releasing Party a reasonable opportunity to contest said release/disclosure. The releasing Party shall use commercially reasonable efforts to immediately mitigate or resolve any security incident at its expense and in accordance with applicable privacy rights, laws, regulations, and standards.

19.2 Confidentiality of Information Related to This Contract: The Parties agree that the terms and conditions of this Contract are confidential and shall not disclose the terms and conditions to any third party without prior written approval of the other Party. The Parties may disclose the existence of the relationship between the Parties. Exclusions to this confidentiality requirement include Confidential Information that: (i) is in recipient's possession at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure; (ii) before or after it has been disclosed to recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of recipient in breach of this Contract; (iii) is approved for release by written authorization of the disclosing Party; (iv) is disclosed to recipient by a third party not in violation of any obligation of confidentiality under this Contract; (v) is independently developed by recipient without

reference to Confidential Information; or (vi) is required to be disclosed by order during the course of a judicial or regulatory proceeding or as required by a government authority.

### 19.3 Protected Marks:

19.3.1 District Marks: Contractor acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to District or its Affiliates (collectively "District Marks") are proprietary to District, and Contractor shall not use District Marks for any purpose except and solely as expressly permitted in writing by District in advance of said use. Upon termination of this Contract, Contractor shall (i) immediately and permanently discontinue the use and display of any District Marks and make or cause to be made such changes as District shall reasonably direct so as to effectively discontinue the use of District Marks and (ii) immediately deliver to District all goods bearing any District Marks. Any expense incurred by Contractor relating to its compliance with this Section 19.3.1 will be borne by Contractor.

19.3.2 Contractor Marks: District acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Contractor or its Affiliates (collectively "Contractor Marks") are proprietary to Contractor and District shall not use Contractor Marks for any purpose except and solely as expressly permitted in writing by Contractor in advance of said use. Upon termination of this Contract, District shall (i) immediately and permanently discontinue the use and display of any Contractor Marks and make or cause to be made such changes to the Facilities as Contractor shall reasonably direct so as to effectively distinguish the Facilities from its former appearance, and (ii) immediately remove and deliver to Contractor all goods bearing any Contractor Marks.

## **ARTICLE 20 SURVIVABILITY**

20.1 Survivability: Termination as allowed for under this Contract does not relieve Contractor or any of its employees from liability for violations of this Contract or any other act or omission of Contractor. No expiration or termination of this Contract relieves either Party of any obligations under this Contract that by their nature survive expiration or termination, including, without limitation, Sections 3.27 (Pass Through Warranties and Third-party Products and Services), 5.11 (Employee Taxes and Benefits), 5.25 (Nonsolicitation), 13.1 (Independent Contractor), 13.5 (Ownership and Use of Work Material), and 18.1 (Contractor Representations and Warranties), and Articles 10 (Insurance), 12 (Indemnification), 15 (Dispute Resolution Between the Parties), 17 (Applicable Laws and Courts), and 19 (Confidential Information and Protected Marks).

## **ARTICLE 21 CONFLICT OF TERMS**

21.1 Conflict of Terms: In the event there is any conflict or inconsistency between the terms and conditions of this Contract and any exhibit incorporated herein, the terms and conditions of this Contract will control and govern the rights and obligations of the Parties.

(The remainder of this page is left blank intentionally. Signatures are on the next page.)

For Distribution with RFP

\* \* \* \* \*

IN WITNESS WHEREOF, this Contract has been duly executed by and on behalf of the Parties hereto as of the Effective Date.

WEST VALLEY–MISSION COMMUNITY  
COLLEGE DISTRICT  
("District")

\_\_\_\_\_  
("Contractor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT A

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT'S REQUEST FOR PROPOSAL FOR  
DINING SERVICES MANAGEMENT (#11-2425) DATED SEPTEMBER 23, 2024, AND THE  
QUESTIONS AND ANSWERS FROM THE DISTRICT DATED \_\_\_\_\_, 2025

(INSERT FINAL RFP AND ALL ADDENDUMS THAT WERE RELEASED TO RESPONDENTS)

For Distribution with RFP



DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT B

CONTRACTOR'S RESPONSES TO DISTRICT'S REQUEST FOR PROPOSAL (RFP #11-2425)

(INSERT SUCCESSFUL RESPONDENT'S PROPOSAL AND ALL SUPPLEMENTAL SUBMITTALS)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT C

DINING SERVICES OPERATING SCHEDULE

(TBD; WILL BE DETERMINED DURING NEGOTIATIONS)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT D

DISTRICT'S CONTRACT MANAGEMENT TABLE OF ORGANIZATION

(TBD; TO BE PREPARED BY DISTRICT FOR BOTH CAMPUSES)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT E

FINANCIAL AND OPERATIONAL RESPONSIBILITIES SUMMARY

(TBD; WILL BE DETERMINED DURING NEGOTIATIONS)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT F

PERFORMANCE ASSURANCE SCORECARD

(TBD; WILL BE DETERMINED DURING NEGOTIATIONS)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT G

INITIAL INVENTORY OF DISTRICT-OWNED FURNITURE, FIXTURES, AND EQUIPMENT

(TBD; TO BE PREPARED BY DISTRICT FOR BOTH CAMPUSES)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT H

LIST OF CONDITIONS TO BE REMEDIED BY DISTRICT

(TBD; WILL BE DETERMINED DURING TRANSITION INSPECTSIONS)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT I

CAPITAL INVESTMENTS MADE BY CONTRACTOR AND AMORTIZATION SCHEDULE

(TBD; WILL BE DETERMINED DURING NEGOTIATIONS)

For Distribution with RFP



DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT J

AREAS IN THE FACILITIES TO BE CLEANED BY CONTRACTOR

(TBD; WILL BE DETERMINED DURING NEGOTIATIONS)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT K

DISTRICT'S INFORMATION TECHNOLOGY POLICY

(INSERT POLICY TO THE EXTENT IT APPLIES TO CONTRACTOR'S RESPONSIBILITIES)

For Distribution with RFP

DINING SERVICES MANAGEMENT CONTRACT

EXHIBIT L

DISTRICT'S FUNDING OF STUDENT MEAL PLANS

(INSERT SCHEDULE, AMOUNTS, AND POLICIES REGARDING MEAL PLAN DISPURSEMENTS)

For Distribution with RFP

**Attachment E**  
**West Valley-Mission Dining Services Financial and Operational Responsibilities Summary**

	Financial Responsibility		Operational Responsibility		Notes
	District	Contractor	District	Contractor	
<b>Personnel:</b>					
Placing and managing the on-site management and culinary teams.		x		x	
On-site management and culinary employees' wages, payroll taxes, and benefits.		x		x	
Placing and managing the on-site non-management (hourly) employees, including students.		x		x	
On-site non-management employees' (hourly, including students) wages, payroll taxes, and benefits.		x		x	
Insurance premiums, including worker's compensation insurance, for all dining services employees assigned to the District's account.		x		x	
Sick leave, vacation pay, and unemployment compensation for all dining services employees assigned to the District's account.		x		x	
All workers' compensation, workers' claims, and labor dispute resolution expenses involving dining services employees.		x		x	
Dining services employee supervision and performance management obligations, including discipline, termination, or reassignment.		x		x	
Pre- and post-employment testing expenses for management.		x		x	
Pre- and post-employment testing expenses for hourly employees.		x		x	
Payroll systems and payroll preparation expenses directly attributable to the District's account.		x		x	
Employee parking and transportation expenses to, from, and around campuses.		x		x	
Employees' uniform and protective equipment expenses.		x		x	
Corporate (non-District account) personnel, administrative, and operating costs.		x		x	
Training expenses for on-site dining services employees.		x		x	
Security personnel for front-of-the-house dining areas.	x		x		District Police services are not stationed in the front-of-the house area, but on campus during all hours of operation.
<b>Facilities and Equipment:</b>					
Development of interior design and FF&E plans.	x	x	x	x	District will prepare plans with Contractor's input.
Occupancy permit(s).	x		x		
Health and Food Service permits (s)		X		X	

**Attachment E**  
**West Valley-Mission Dining Services Financial and Operational Responsibilities Summary**

	Financial Responsibility		Operational Responsibility		Notes
	District	Contractor	District	Contractor	
Building permit(s).	x		x		
Signage within dining areas.	x	x	x	x	District provides directional signage; Contractor provides branding.
Ownership of all dining facilities, including permanent capital improvements.	x		x		
Ownership of fixed, non-moveable capital equipment assigned to the dining services operation.	x		x		
Replacement of capital (non-expendable) equipment within the dining services operation.	x		x		Contractor pays for replacements caused by its negligence.
Ownership, installation, and repair of Contractor-provided FF&E.		x		x	
Ownership, procurement, repair, and replacement of front-of-the-house furniture, fixtures, and equipment (FF&E), including tables, chairs, counters, etc. used by customers.	x		x		Contractor pays for replacements caused by its negligence.
Repair and/or replacement of front-of-the-house finishes and surfaces (carpet, tile, paint, etc.).	x		x		Contractor pays for replacements caused by its negligence.
Routine cleaning of all District-owned kitchen equipment.		x		x	Contractor is responsible for routine and regular cleaning of kitchen equipment.
Repairs and preventive maintenance of all District-owned kitchen equipment.	x			x	Contractor coordinates repairs and preventive maintenance services with District's chosen vendors.
Routine, required, and preventive maintenance of building and building systems to include carpentry, plumbing, electrical, HVAC, fire protection, building shell, windows, and doors.	x		x		Contractor notifies District of needed repairs.
Janitorial equipment needed for Contractor's required cleaning responsibilities.		x		x	
Replacement of lighting fixtures and light bulbs within the dining operations.	x		x		
Replacement of water filters within the dining operations.		x		x	
Payment of building standard utilities to include natural gas, sewer, water, and electric.	x		x		Failure of Contractor to notify the District of systems in need of repair may result in a backcharge of the energy consumption.
Dining services office furniture procurement, replacement, and maintenance.	x	x	x	x	Contractor can use existing District-owned FF&E at no cost and supplements as needed at its cost.
Procurement and maintenance of any FF&E adjacent or proximate to the dining operations (lounge or patio furniture, public trash receptacles, etc.).	x		x		

**Attachment E**  
**West Valley-Mission Dining Services Financial and Operational Responsibilities Summary**

	Financial Responsibility		Operational Responsibility		Notes
	District	Contractor	District	Contractor	
Hardscaping and landscaping.	x		x		
Procuring, maintaining, storing, insuring, licensing, and/or securing catering vehicles.		x		x	
Procuring, maintaining, storing, insuring, licensing, and/or securing food trucks / food stands (if applicable).	x	x	x	x	Both District and Contractor may own trucks and stands.
Office computers, servers, and other electronic office equipment used in the dining services.		x		x	Contractor will provide its own technology except for local phone service and handsets, which District will provide at no cost to Contractor.
Procurement and maintenance of District ID card/one-card system.	x		x		
Procurement and maintenance of point-of-sale equipment used for dining services (registers, scales, receipt printers, and credit card readers).		x		x	Contractor will own, maintain, and program the equipment.
Phone handsets and local phone service within the dining services areas.	x		x		District provides listed equipment and local phone service. Contractor pays its own long distance and internet services.
Fire protection and suppression systems installation and maintenance.	x		x		
In-office security services and equipment, including safes, intrusion detection, and anti-theft devices.		x		x	District must approve security systems prior to installation.
Access control devices (keys, locks, fobs, cards, etc.).	x		x		Lost items will be replaced at Contractor's expense.
Timekeeping equipment and maintenance.		x		x	
Inventory moving equipment (pallet jacks, hand carts, etc.)		X		x	Equipment is owned by the District.
<b>Supplies:</b>					
Procurement and ownership of reusable smallwares (trays, glassware, silverware, plates, bowls, etc.).		x		x	Contractor will provide at its expense and own all smallwares used in the dining operations.
Procurement and ownership of non-reusable serving supplies (trays, glassware, silverware, paper and plastic products, etc.).		x		x	Contractor purchases and owns all disposables.
General office supplies used by dining services personnel.		x		x	
Cleaning, sanitation, and janitorial supplies for back-of-the-house cleaning and front-of-the-house table cleaning during meal times.		x		x	
<b>Operations/Administration:</b>					
Brand compliance and reporting (if applicable).		x		x	

**Attachment E**  
**West Valley-Mission Dining Services Financial and Operational Responsibilities Summary**

	Financial Responsibility		Operational Responsibility		Notes
	District	Contractor	District	Contractor	
Account management systems, including supply, food, and beverage inventory control; payroll; accounting; etc.		x		x	
Comprehensive liability, bodily injury, auto, and property damage insurance.	x	x	x	x	Each party provides its own insurance as required by the contract and necessary to protect its property.
Laundry and linen services.		x		x	
Business licenses and permits necessary to operate the dining services on the District's property.		X		X	
Licenses and permits necessary for Contractor to manage the dining services program.		x		x	Contractor is not responsible for any liquor licensing.
Food, beverage, and supply inventory shrink investigation and recovery activities.		x		x	
Food-borne illness investigation and remediation.		x		x	
Dining services website design, maintenance, and hosting.		x		x	Contractor designs, maintains, and owns the site.
Technological interfaces between Contractor and the District's website, student information systems, and access controls.	x		x	x	District will cooperate with Contractor's needs to establish interface.
Voice, data, and Internet usage charges, including any applicable taxes.	x	x	x	x	District provides local phone service and voice handsets. Contractor is responsible for its own Internet and long distance services and mobile phone costs.
Dining program marketing and promotional expenses.		x		x	
Set up and clean up of non-Contractor-managed District programs and events.	x		x		
Fines or penalties resulting from Contractor management of dining operations.		x		x	Applicable only to the extent the Contractor is at fault.
Damages, losses, or thefts within the dining facilities under Contractor's control.		x		x	District only responsible for losses caused by its negligence or employees.
Access control management.	x		x		
Customer satisfaction survey administration.		x	x	x	Contractor administers the survey as required by the contract. Surveys to the students or staff will be sent out by the District.
<b>Cleaning and Sanitation:</b>					
Routine and regular cleaning of front-of-the-house seating areas used for dining, including tabletops, chairs, and floors as needed during meal times.		x		x	District will provide Contractor with floor plans that identify areas that Contractor is responsible for cleaning.
After-hours cleaning of seating areas.		x		x	

**Attachment E**  
**West Valley-Mission Dining Services Financial and Operational Responsibilities Summary**

	Financial Responsibility		Operational Responsibility		Notes
	District	Contractor	District	Contractor	
Routine and regular cleaning of the following areas under Contractor's control: kitchens, storage rooms, production and prep areas, back-of-the-house hallways, offices, locker areas, and assigned restrooms.		x		x	
Routine and regular cleaning of kitchen equipment (fixed and moveable equipment, utensils, and smallwares).		x		x	
"Deep" cleaning of the dining areas (floor refinishing, carpet cleaning, etc.).	X		X		Work completed on a bi-annual basis.
Trash can placement/replacement, trash bag procurement, and cleaning/sanitizing trash cans used in the dining areas.	x	x	x	x	Contractor is responsible for trash cans and can liners in back-of-the-house areas under its control. District is responsible for front-of-the-house areas.
Trash removal from dining facilities to designated collection areas.	x	x	x	x	Each party removes trash in its areas of responsibility noted above and deposits it in the designated collection area.
Breaking down of recyclable boxes placed in the trash receptacles.		X		X	Contractor to ensure that boxes are broken down to reduce voids in the district provided dumpsters.
Compliance with SB-1383 Short-Lived Climate Pollutants	X	X	X	X	District will provide organic waste bins for diversion. Contractor is responsible for food recovery and diversion of unused organic waste as required per SB 1383.
Placement and emptying of large refuse containers (dumpsters and recycling collection bins).	x		x		
Cleaning of ceilings, ceiling fixtures, air ducts, and hood vent systems within the dining operations.	x		x		
Cleaning of exterior walls and windows.	x		x		
Cleaning of interior walls, windows, and light fixtures in back-of-the-house dining areas under Contractor's control.		x		x	
Cleaning of interior walls, windows and light fixtures in the front-of-the-house seating areas.	x		x		
Pest control inside the building.	x		x		Contractor will be responsible for any costs caused by its poor cleaning and maintenance.
Rendering service for grease removal.		x		x	
Disposal line and grease trap cleaning.		x		x	
<b>Financial:</b>					
Dining facilities occupancy costs (debt service, rent, CAM, and utilities).	x		x		



**Attachment E**  
**West Valley-Mission Dining Services Financial and Operational Responsibilities Summary**

	Financial Responsibility		Operational Responsibility		Notes
	District	Contractor	District	Contractor	
Property or other municipal occupancy taxes.	x		x		
Profit or loss from dining operations.		x		x	Unless agreed to otherwise contractually, Contractor is responsible for all operating income or losses.
Food and beverage inventory ownership, procurement, and management (including coverage of any losses, freight/delivery charges, and inventory return expenses).		x		x	
Smallwares inventory ownership, procurement, and management (i.e., china, glassware, utensils, etc.).		x		x	Contractor at its expense is responsible for purchasing and maintaining inventory at appropriate levels.
Catering equipment ownership, procurement, and management.		x		x	
Collection, holding, disbursement, and reconciliation of student meal plan funds.	x		x		
Financial commitments due Contractor's subcontractors, suppliers, or vendors for provision of services to the dining operation.		x		x	
Franchise, licensing, and royalty fees.		x		x	
Retail cash management (cashiering, collections, depositing, and reconciliations of all sales receipts).		x		x	
Credit and debit card transaction expenses.		x		x	
Accounts payables collection activities and bad debt expense for catering and retail food sales.		x		x	
Collection and payment of sales taxes when applicable.		x		x	
Dining services accounting expenses, including those related to regular reporting and auditing.	x	x	x	x	Each party is responsible for its own expenses to comply with the contract's terms and conditions.

ATTACHMENT F - CAMPUS DINING INITIATIVE WITH COMMUNITY WEB-BASED SURVEY RESULTS



## Campus Dining Initiative

**BOARD OF TRUSTEES  
PRESENTATION**

September 10, 2024



# Today's Meeting

## AGENDA

- 01** Engagement Overview
- 02** Strategic Asset Value (SAV) Story
- 03** Executive Summary of Findings + Recommendations
- 04** Next Steps
- 05** Appendix
  - Focus Group Summaries*
  - Detailed Survey Results (per College)*
  - Dining Facilities Considerations*
  - SAV Work Session Materials*



# Introduction

BRAILSFORD & DUNLAVEY



*What we plan gets approved, funded, and implemented.*

Our purpose is to *inspire* and *empower* **West Valley-Mission** to optimize the value of investments that *advance* its mission.

## National Leaders, Local Expertise

**30+**

Years in the industry

**250+**

Dining-Specific  
Initiatives Nationwide

**150+**

Higher Education  
Projects in California

**850+**

Higher Education  
Clients

# Introductions

## B&D'S PURPOSE

Our purpose is to **inspire** and **empower** organizations to optimize the value of investments that **advance** their targeted new reality.



Student  
Housing



Workforce  
Housing



Recreation



Unions +  
Cultural Centers



Health +  
Wellness



Food  
Service



Athletics



Venues



Academics +  
Research



Innovation  
Districts



Campus Edge



Energy +  
Sustainability



Hotel / Office



Retail



Parking



Auxiliary

01

# ENGAGEMENT OVERVIEW



# Work Plan

## CAMPUS DINING ADVISORY SERVICES

### › Step 1: Objectives + Initiatives

- Plan Initiation
- Focus Groups + Administrator Interviews
- Strategic Asset Value (Criteria Setting)
- Preliminary Financial + Operational Analysis

### › Step 2: Plans + Implementation Strategy

- Demographic Analysis
- Web-Based Survey + Demand Analysis
- Dining Program Recommendations
- Implementation Strategy + Sequencing

### › Step 3: Solicitation + Engagement

- Process Mapping
- Marketing Sounding + Request for Proposal Development
- Develop Initial Sample Operating Agreement + Refine with Legal Counsel

- Request for Proposal Solicitation Period
- Proposal Evaluation + Bidder Interviews

### › Step 4: Negotiation + Transition + Operations

COMPLETED

FUTURE



# Campus Community Engagement Summary

## DINING INITIATIVE

- › Administration + Stakeholder Interviews
- › Campus Visit
- › Strategic Asset Value (SAV) Work Session
  - April 4, 2024
- › Focus Groups
  - April 3 - 11, 2024
  - West Valley Students
  - West Valley Faculty/Staff
  - Mission Students
  - Mission Faculty/Staff
- › Web-Based District-Wide Survey
  - April 10 - 24, 2024
  - *Survey invitation sent to all West Valley College and Mission College students, faculty, and staff and all District staff*
  - 8% Response Rate
  - +/- 3% Margin of Error
    - West Valley Response Rate: 8%
    - Mission Response Rate: 8%
    - District Response Rate: 26%



02

SAV STORY

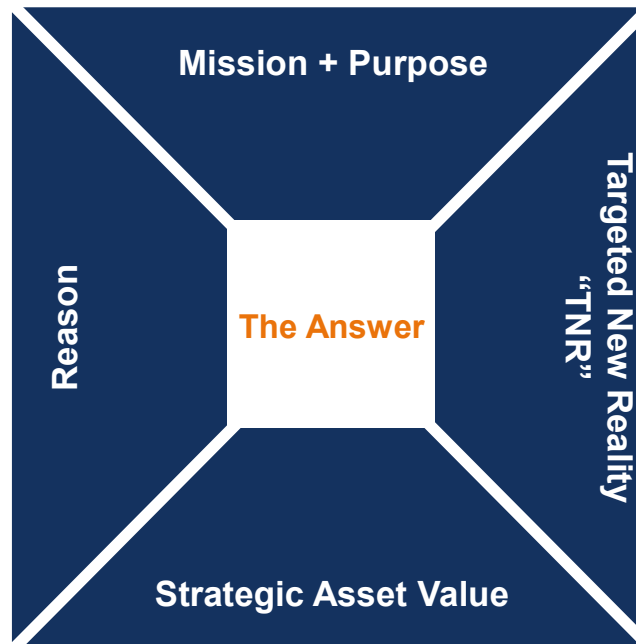


# Institutional Framework

THINK INSIDE THE BOX

What **difference** must WVM make in the world and **for whom**?

What is the relationship dynamic between WVM's current condition and its targeted new reality that **requires a response**?



What is the ideal mix of future **outcomes, capacities, and attributes** that WVM must achieve to deliver on its mission and purpose?

What is the ideal combination of performance outcomes, capacities, and attributes must be produced by **a specific asset or asset class** to drive WVM toward its targeted new reality?

# Institutional Framework

STRATEGIC ASSET VALUE (“SAV”)



What role must **campus dining** play in realizing West Valley-Mission’s targeted new reality?

# SAV Process

## SAV PURPOSE + OUTCOME CATEGORIES

### THE SAV PROCESS DOES NOT...

*Modify WVM CCD's mission or introduce new values*

---

### THE SAV PROCESS SEEKS TO...

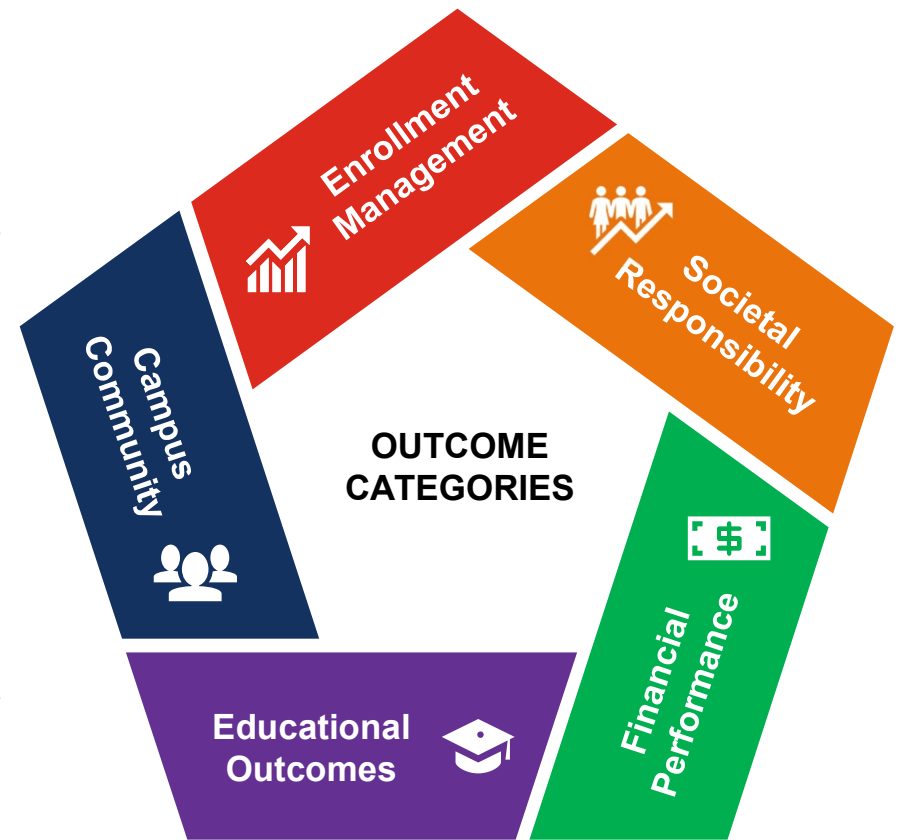
*Facilitate diverse stakeholder involvement in the planning process*

*Create criteria that allow for innovative solutions and streamlined decision making*

*Ground the objectives in WVM CCD's ideals to ensure consistency and mission alignment*

---

**Outcome categories related to mission and purpose are evaluated for their importance and current attainment levels**



# Strategic Asset Value (SAV) Work Session Results

EXISTING CONDITION (X) → TARGETED NEW REALITY (O)

Strategic Objectives	Outcome Category	1	2	3	4	5	6	7	8	9	10	Gap
Central Gathering Place	Campus Community			X						O		6
Faculty, Staff, Student Interaction	Campus Community		X						O			6
Culture of Environmental Sustainability	Societal Responsibility	X								O		6
Social Justice	Societal Responsibility	X							O			6
Competitive Amenity	Enrollment Management		X						O			5
Brand Driver	Enrollment Management		X						O			5
Out-of-Classroom Learning	Educational Outcomes	X							O			5
Campus Community Health and Wellness	Educational Outcomes	X							O			5
Financial Accessibility / Affordability	Financial Performance		O						X			5
Food Security	Campus Community						X				O	4
Economic Impact	Societal Responsibility		X			O						3
Student Employment and Professional Development	Educational Outcomes	X		O								2
Staff Leadership and Professional Development	Educational Outcomes	X		O								2
Operating Expense Management	Financial Performance				X		O					2

# Strategic Asset Value (SAV) Story Chapters

## DEFINING SUCCESS



Dining Experience  
+  
Institutional Values  
Relationship



Targeted Markets  
+  
Locations  
+  
Program Outcomes



Financial  
Operating Paradigm  
+  
Institutional Will

# Strategic Asset Value Story

## DINING EXPERIENCE + INSTITUTIONAL VALUES RELATIONSHIP

### *The WVM dining program must...*

- › Distinguish the District among its community college peers and **support prospective students' decisions to attend both Colleges.**
- › **Support students' overall educational and campus experiences** by serving as a high-quality campus-life amenity that **compels participation through effective storytelling and execution** and **contributes to their retention and academic success.**
- › Demonstrate **deep commitment to District-wide efforts to achieve food security for all students** through the program's support of campus food pantries and other food assistance programs.
- › **Enhance and showcase both Colleges' sustainability efforts** by implementing programs and **telling stories** highlighting waste-reduction, responsible purchasing, and energy-efficiency strategies.
- › Make operational and partnership decisions in **alignment with the District's strong commitment to social justice issues.**



# Strategic Asset Value Story

## TARGET MARKETS + LOCATIONS + PROGRAM OUTCOMES

### *The WVM dining program must...*

- › Provide **convenient dining offerings on both campuses and operating hours** that support students' academic schedules.
- › Develop authentic menu options that **reflect and celebrate the diversity** of both Colleges' student populations.
- › Provide dining environments that serve as **central community gathering places for students** and facilitate **meaningful student/faculty/staff interactions**.
- › Support the development of food literacy skills and nutritional awareness to **empower students to make informed food decisions**.
- › Offer **part-time employment opportunities to interested students**, but the program is not expected to be an integral component of experiential learning opportunities on campus.
- › Partner with the District to **connect staff with educational and career development resources offered by the Colleges**.





# Strategic Asset Value Story

## FINANCIAL OPERATING PARADIGM + INSTITUTIONAL WILL

### *The WVM dining program must...*

- › Explore all opportunities **to be priced at or below market rates** to ensure the program remains affordable for students, faculty, and staff.
- › **Effectively manage operating expenses while meeting food quality expectations**, but the program is not expected to generate significant financial returns. Subsidizing the program may be appropriate but only in response to achieving financial and non-financial strategic objectives—not inefficient operations.
- › Implement payment and/or meal plan options to **eliminate barriers for students in different financial situations** (i.e., unbanked, receiving public food assistance, etc.) and provide a **uniform experience for all students** regardless of the source of funds used.



03

FINDINGS +  
RECOMMENDATIONS



# Key Findings

## EXECUTIVE SUMMARY

- › Although there are some minor variations, **both campus communities reported similar views, habits, and preferences for campus dining.**
- › The District and both Colleges confirmed that **dining is strategically important for the campus experience, enrollment management, and student success.** Both **campus communities agree** that dining should play a role in community building and student recruitment and retention, and that dining directly impacts their health and wellbeing.
- › The current dining program is **generally meeting students' expectations, but faculty and staff at both Colleges are less satisfied** with dining overall than the students.
- › Students, faculty, and staff reported **low participation** in the dining program but indicated that their **participation would increase if their dining needs were better met.**
- › In order to maximize the strategic impact of dining, **strategic investments should be made in the program to reduce barriers and increase participation** from both campus communities.

# Key Findings

## EXECUTIVE SUMMARY

### › Food Insecurity

- **28% of West Valley College** students and **35% of Mission College** students reported experiencing **food insecurity in the past 12 months**
- Of those students reporting food insecurity in the past 12 months, slightly more than half reported utilizing food-related support programs at their College.
- A **meal plan program** has the potential to **lower barriers** for students to engage with the campus dining program and **help bridge the gap** for students experiencing food insecurity.

### › Operations

- The main barriers to participation in the dining program are **time constraints, convenience, and cost**. Although students are price-conscious in their decisions about where to eat, **budget is not a main reason for skipping meals**.
- A **retail, fast casual dining style matches market demand** for both campuses but **expanded grab-and-go and vending options** would help address time and convenience barriers on campus.
- The financial reporting currently provided by both campus dining operators **lack the detail needed to inform data-driven decision making**.
- Total combined sales for both Colleges of \$1,111,436 (2022-2023) indicates **relatively low campus community engagement** with the dining program (i.e., averaging less than \$100 in sales per in-person student per year).

# Key Findings

## EXECUTIVE SUMMARY

### › Program Improvements

- The top priorities for dining program improvements on both campuses include providing ***healthier options, a wider variety of food venues on campus, and more menu variety.***
- Both campuses are looking for a ***range of rotating food styles that reflect the cultural diversity of each College*** and indicated it is more important to them to have ***custom food venues*** tailored to their campus than to have national brands.

### › Facilities

- Existing facilities are generally meeting expectations, but ***improvements are necessary (particularly back-of-house kitchen functionality at Mission College) to execute a high-quality, culinarily diverse dining program*** that compels increased dining participation from students, faculty, and staff.
- While survey respondents indicated general satisfaction with current dining facilities, the ***design and furnishings of WC/MC dining spaces do not optimally support Colleges' (and campus communities') stated strategic objectives*** related to campus community building.

# Strategic Importance of Dining

## CAMPUS COMMUNITIES' PERSPECTIVES

- › 40-50% of students said dining was important or very important in their **decision to attend** their College.
- › 65-75% of students said campus dining plays an important or very important **role in their mental health, academic success, and sense of campus community**.
- › Students, faculty, and staff from both Colleges believe the **dining program should play a strategic role in community building and enrollment management** and should **reflect the diversity** of the campus community.

*To what extent do you agree with the following statements?*

*(% Strongly agree + Somewhat agree)*


<b>Campus dining should...</b>	<b>Mission College</b>		<b>West Valley College</b>		<b>District</b>
	<i>Students</i>	<i>Faculty/Staff</i>	<i>Students</i>	<i>Faculty/Staff</i>	<i>Staff</i>
...play a role in <u>building community</u> among students	92%	99%	91%	96%	92%
...create opportunities for <u>student/faculty/staff interaction</u>	91%	91%	86%	92%	94%
...offer food that <u>reflects the diversity</u> of campus community members	92%	96%	87%	88%	81%
...play a role in <u>student recruitment and retention</u>	83%	93%	81%	86%	83%
...provide <u>learning opportunities</u> outside of the classroom	78%	78%	65%	60%	62%

# Satisfaction

## CAMPUS DINING


- › The dining program is **generally meeting students' expectations**, but faculty and staff are less satisfied.
- › **Value for price, quality of food, and cleanliness of serving areas are the most important factors** for students when deciding where to eat, but the dining program is underperforming in terms of satisfaction with all three.
- › **Faculty and staff** also think the program is underperforming in terms of **healthy food options and menu variety**.
- › Factors related to the **dining facilities are generally exceeding expectations** (i.e., atmosphere, seating, ability to socialize, etc.).

Satisfaction  
(% Very or Somewhat Satisfied)



	Overall	Campus Center Café	Drip Coffee
Students	69%	67%	57%
Faculty/Staff	53%	54%	71%
District Staff	62%	60%	58%

Satisfaction  
(% Very or Somewhat Satisfied)



	Overall	Saints Café	KJ's (SEC)	KJ's (Gilmore)
Students	70%	59%	61%	61%
Faculty/Staff	41%	37%	61%	56%

# Dining Participation

## ENGAGEMENT WITH PROGRAM

- › Current **participation in the dining program is low**, but students, faculty, and staff **would participate more frequently if their dining needs were better met**.
- › The **District must invest in the dining program** to increase participation and **therefore maximize the dining program’s strategic impact** on student success and the campus experience.

		West Valley College	
		“I purchase a meal on campus 3 or more times per week”	
		Present on Campus 3+ days / week	If Dining Needs Were Better Met
	Currently		
Students	58%	15%	42%
Faculty/Staff	79%	11%	39%
District Staff	94%	19%	55%

		MISSION COLLEGE SANTA CLARA	
		“I purchase a meal on campus 3 or more times per week”	
		Present On Campus 3+ days / week	If Dining Needs Were Better Met
	Currently		
Students	52%	15%	52%
Faculty/Staff	85%	13%	50%





# Program



Top priorities for dining improvements include **providing healthier options, more variety of food venues, and more menu variety.**



Healthy food options are important to both Colleges, and both campuses generally define healthy dining as **nutritionally balanced, unprocessed, and fresh green options.**



Both campuses are looking for a **range of rotating food styles** that reflect the cultural diversity of each College.



The majority of campus stakeholders have no **medical dietary restrictions or specific dietary patterns**, but those that do must have appropriate options and nutritional information available to meet their dietary needs.



Both Colleges indicated it is **more important to them to have custom food venues** tailored to their campus than it is to have national brands.

- 80-90% agree it is important to have custom venues compared to 30-50% for national brands.

## RECOMMENDATIONS

- ❑ Establish an optimized dining partnership and operating paradigm that:
  - Delivers a high-quality culinary program and support a variety of food offerings, including global foods.
  - Creates custom brands tailored to each campus.
  - Effectively markets the program to communicate offerings and builds storytelling about value proposition.
- ❑ Moving the dining program forward does not require an initial investment in a national brand portfolio, which allows limited resources to be used to address other strategic goals.

# Operations



Overall **participation in the dining program is relatively low**. Survey data indicates only 15% of students purchase meals on campus three (3) or more times per week, while ~55% indicated they are on campus three (3) or more times per week.



On average, each in-person student is currently spending less than \$100 annually in the dining program (based on total annual sales), but the current **level of financial reporting does not support the District** in making data-informed decisions.



The main barriers to participation in the dining program are time constraints, convenience, and cost.

- Students are **price-conscious in their decisions** about where to eat, but budget is not a main reason for skipping meals.



Top priorities for dining improvements include **more grab-and-go options and extended evening hours of operation**.

- Campus community members are looking for more grab-and-go options for breakfast and lunch, but there is still broad interest in fast casual retail style dining for lunch and dinner.
- Although campus utilization drops significantly through the afternoon, students on campus during the evening would like to see more available food options.



There is more **interest in mobile ordering** than delivery options, but neither is the highest priority for students or faculty/staff.

## RECOMMENDATIONS

- Explore options for introducing non-mandatory meal plans to increase participation for campus community-building and student success outcomes.
- Require dining partner to provide greater detail in monthly/yearly financial and usage reporting.
- Expand grab-and-go program to provide convenient food options, especially for the breakfast period.
- Review hours of operation to balance demand for food options during the evening with operational and financial considerations.
- Explore options for introducing mobile ordering capabilities at campus dining venues, either with the current or a future dining partner.

# Food Security



**28% of West Valley students and 35% of Mission students reported experiencing food insecurity** in the past 12 months.

- Of those students, just over **half reported utilizing food-related support programs** at their College.
- All student classifications and ages are represented in the food insecure population, so **policies must consider the whole student population.**



- › Monthly meal card provided to all students who have an Expected Family Contribution of less than \$1,000
- › Monthly \$150 meal card can be used at the campus cafeteria.



- › Students, faculty, and staff can pick up one free meal Monday – Friday at the Everytable Cafeteria.
- › Meals appear to be pre-packaged and prepared offsite. Staffing at the cafeteria is limited.

## RECOMMENDATIONS

- ❑ Market existing food-related support programs more intensely to ensure students are aware of resources on campus.
- ❑ Pursue a comprehensive meal program that complements or expands existing food programs and positions the dining program to help bridge the gap for students experiencing food insecurity.
- ❑ Explore potential funding sources for a meal plan program:
  - California Community College System funding: Extended Opportunity Programs and Services (EOPS), Cooperative Agencies Resources for Education (CARE), and other System funding
  - Financial Aid
  - Donor
  - Institutional subsidy

04

NEXT STEPS



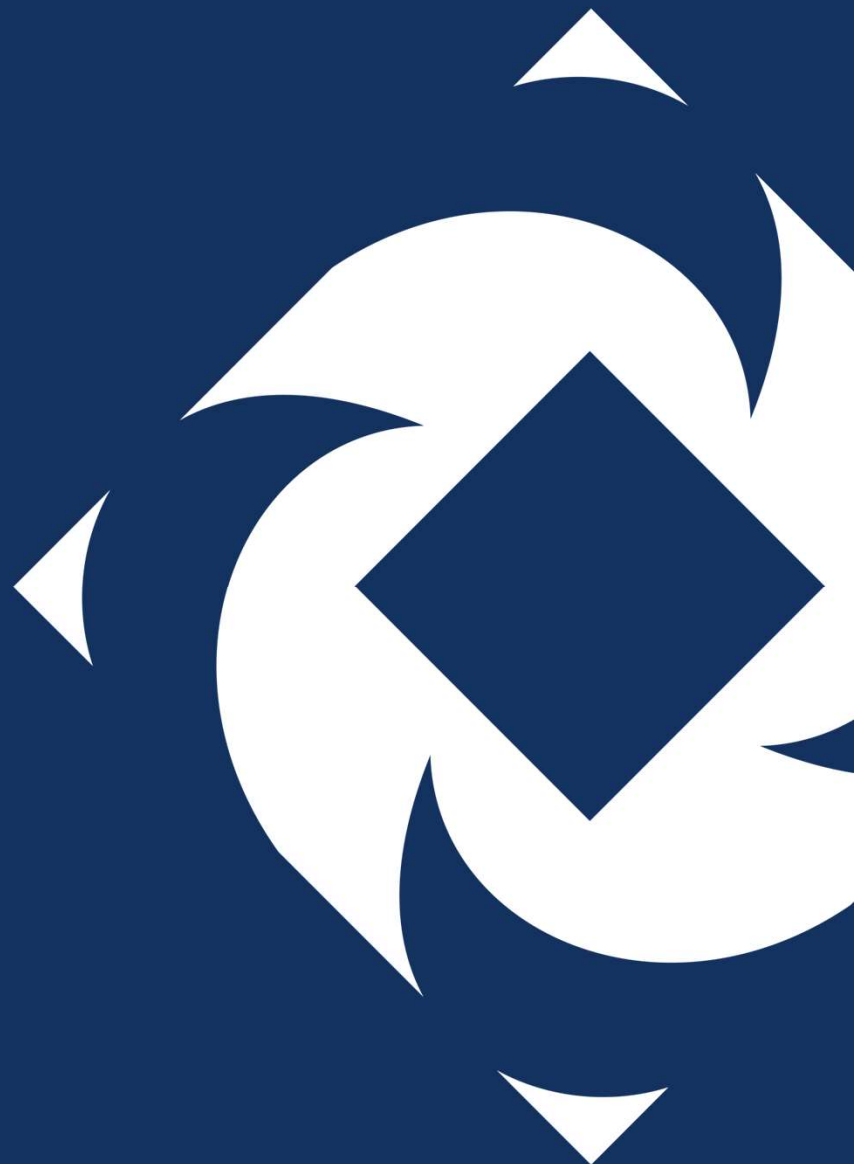
# Next Steps

## CAMPUS DINING INITIATIVE

- › Issue Solicitation for Campus Dining Management (September 23<sup>rd</sup>)
  - Identify Preferred Partner + Execute Letter of Intent (February 2025)
  - New Operating Agreement Commences (June 2025)
- › Finalize Meal Plan Program Approach + Implement
- › Continue to Collaborate on Campus-Wide Facility Improvements to Optimize Dining Infrastructure + Operations
- › Continual Evaluation + Improvement of Campus Dining Operations

**Thank you.**

VISIT [BDCONNECT.COM](http://BDCONNECT.COM)  
FOR MORE INFORMATION.

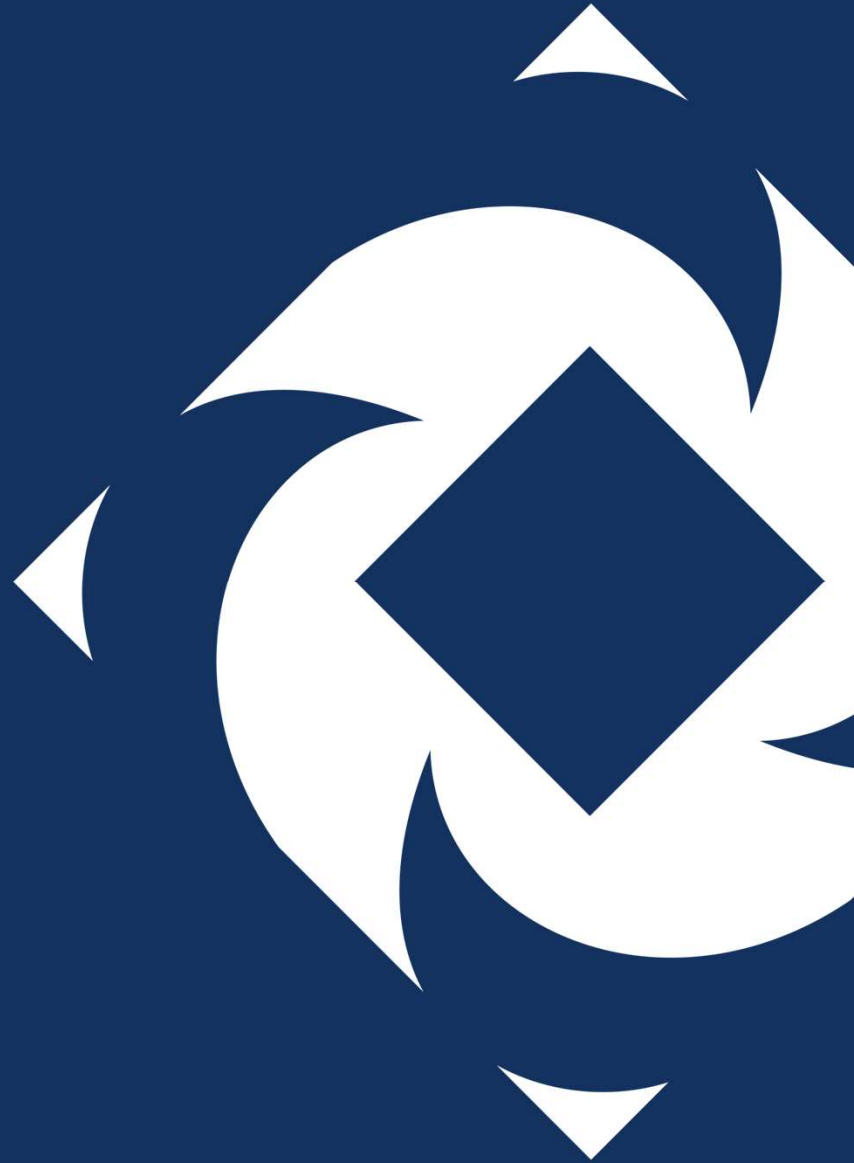


# 05

## APPENDIX



# FOCUS GROUP SUMMARIES





# Focus Group Summary

## WEST VALLEY COLLEGE - STUDENTS



### STUDENT THEMES

- › Overall, students have good experiences with the staff in both dining venues but very negative feedback about the food options.
  - Students were slightly more positive about the food in Drip Coffee than in the Café.
- › Food safety and cleanliness of kitchen spaces are a major concern and drive students to bring food from home. Students feel certain items (chicken, salad bar) aren't safe to eat.
- › Students feel the food items are priced too high for the quality and portion sizes offered.
- › Students don't have convenient food options when they have classes away from the Campus Center, at night, or on Fridays.
- › Food insecurity is an issue for many students, and they often utilize support programs on campus.

### DESIRED IMPROVEMENTS

- › Higher quality food with more fresh food options
- › Improved options for students to accommodate dietary restrictions and preferences
- › Additional venues on campus closer to classes and quick grab-and-go items for when there are long lines
- › Ability to use meal vouchers at all campus dining venues
- › Provide less expensive options
- › Shift class schedules to allow for longer breaks so students have time to eat in between classes

# Focus Group Summary

## WEST VALLEY COLLEGE – FACULTY/STAFF



### FACULTY/STAFF THEMES

- › Faculty and staff *don't utilize the Café very often*, but when they do cost is a big factor and they tend to order the same thing.
  - In the Café, the exposed location of the salad bar is concerning, and the ventilation is poor.
  - Some faculty/staff felt the Café is too crowded.
  - Feedback that the smoothie machine is unreliable and disruptive.
- › In general, they *utilize Drip Coffee more frequently* and are *more positive about the options*.
- › *Food security is a big focus*, and faculty/staff would like to see a *more automated system for meal vouchers* that is more discreet.

### DESIRED IMPROVEMENTS

- › Minimize single-use plastics and incorporate reusable or more sustainable packaging.
- › Provide better options for dietary accommodations.
- › Additional venues or vending options in different parts of campus.
- › Expanded hours for options during evening hours, Fridays, and/or academic breaks.
- › Culinary improvements for higher food quality, a wider range of cultural food offerings, and more customized made to order options.
- › Increase accessibility for students through lower costs and/or sponsored meal plans.
- › Improve the Campus Center so it acts as a gathering space for students and draws them to campus.

# Focus Group Summary

## MISSION COLLEGE - STUDENTS



### STUDENT THEMES

- › Overall, students have had mixed experiences with the dining venues but negative feedback about food options.
  - Cleanliness of both seating and kitchen spaces is a major concern, and the Café appears under-staffed.
  - Students are slightly more satisfied with food at KJ's but it runs out too quickly.
- › Food quality is the main issue and students choose to bring food from home (e.g., students don't feel the salad bar options are safe).
- › Students feel the food items are priced too high for the quality offered and what they can afford.
- › Students don't have convenient food options when they have classes at night or on Fridays.
- › Current food options make it hard for students to accommodate dietary restrictions on campus.

### DESIRED IMPROVEMENTS

- › Higher quality food with better ingredient standards
- › Provide more fresh food or salad options / improve the salad bar
- › More variety of cultural cuisines
- › Provide a nutritionist to guide the program and help students with food literacy
- › Invest in staff development to improve the food quality and execution
- › Bring food trucks to campus once a week
- › Reduce single-use plastics, manage food waste, and start a composting program

# Focus Group Summary

MISSION COLLEGE – FACULTY/STAFF



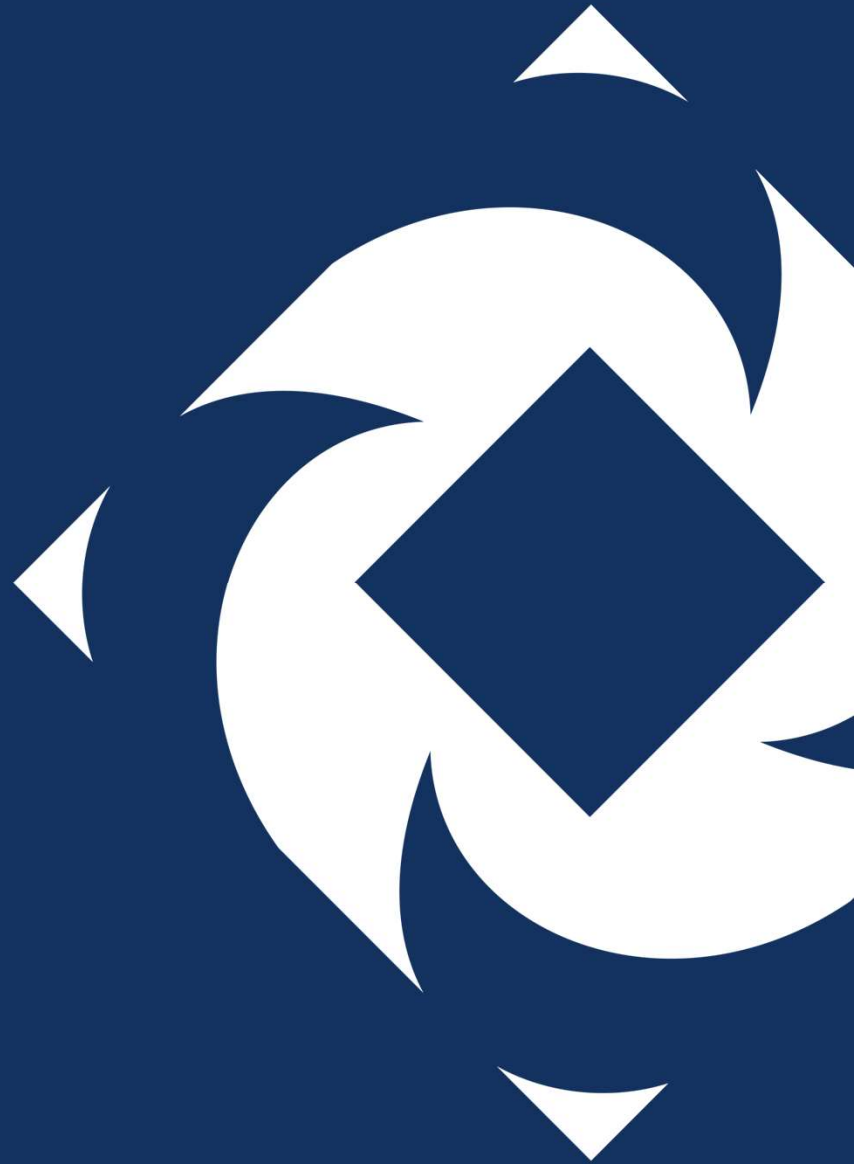
## FACULTY/STAFF THEMES

- › Overall, low satisfaction with Saints Café, particularly with food quality, maintenance, and cleanliness of the dining and server areas.
- › KJ's is as expensive as off-campus brands but not delivering the same quality.
- › Pricing is important and the perception is prices have increased.
- › Food insecurity is significant on campus.
- › Limited hours of operation creates challenges for evening and weekend students.
- › Vending options are limited, and the machines are not filled often enough.

## DESIRED IMPROVEMENTS

- › Culinary improvements for more food variety and healthier food options.
- › Food solutions for students who are on campus during evenings and weekends.
- › Create additional food options on campus with more vending or food trucks.
- › More culturally diverse food options that reflect the student population.
- › Sustainability improvements to the program, including compostable packaging and reducing plastic.
- › Increase access to healthy food for students by reducing financial barriers.

# DETAILED SURVEY RESULTS



# Survey Demographics

## RESPONSE RATE

- › Survey open: 4/10 – 4/24
- › Survey invitation sent to all West Valley and Mission College students, faculty, and staff and all District staff.

**1,292**  
Total Respondents

*8% Response Rate*  
*3% Margin of Error*



**682**

Total Respondents  
*8% Response Rate*



**549**

Total Respondents  
*8% Response Rate*

### DISTRICT STAFF

**61**

Total Respondents  
*26% Response Rate*

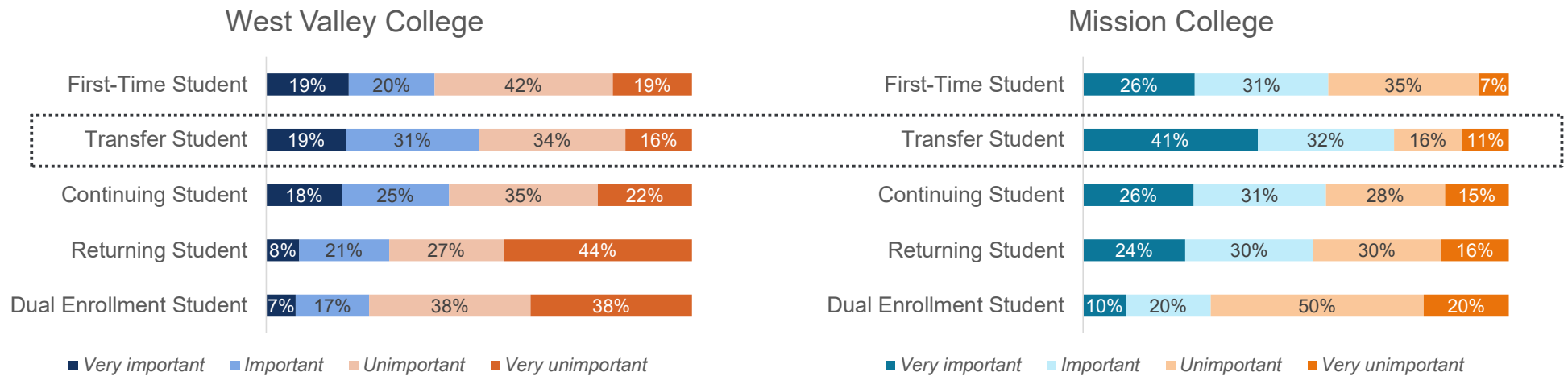
# Strategic Value

## ENROLLMENT MANAGEMENT



- › 40% of WVC students and 56% of MC students said campus dining was important or very important in their decision to attend the college.
- › Dining **was most important to transfer students** in their decisions to attend both colleges.

### How important was the quality of on-campus dining in your decision to attend?



# Strategic Value

## STUDENT SUCCESS

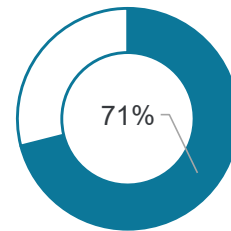
- › Students on both campuses indicated that campus dining plays an important role in their mental health, academic success, and the campus community.

### How important of a role does campus dining play in your...

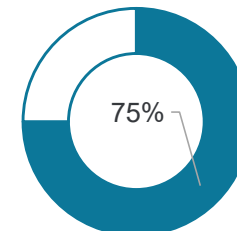
(% Very Important + Important)



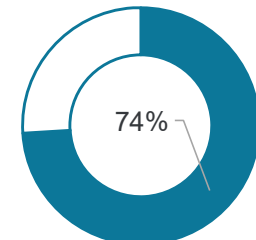
Mental Health



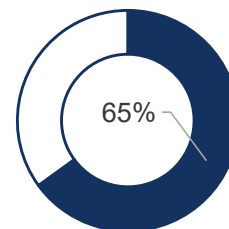
Academic Success



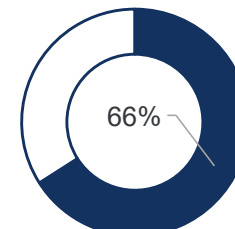
Campus Community



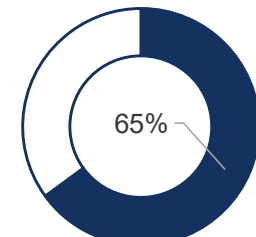
Mental Health



Academic Success



Campus Community





# Strategic Value

## STUDENT SUCCESS

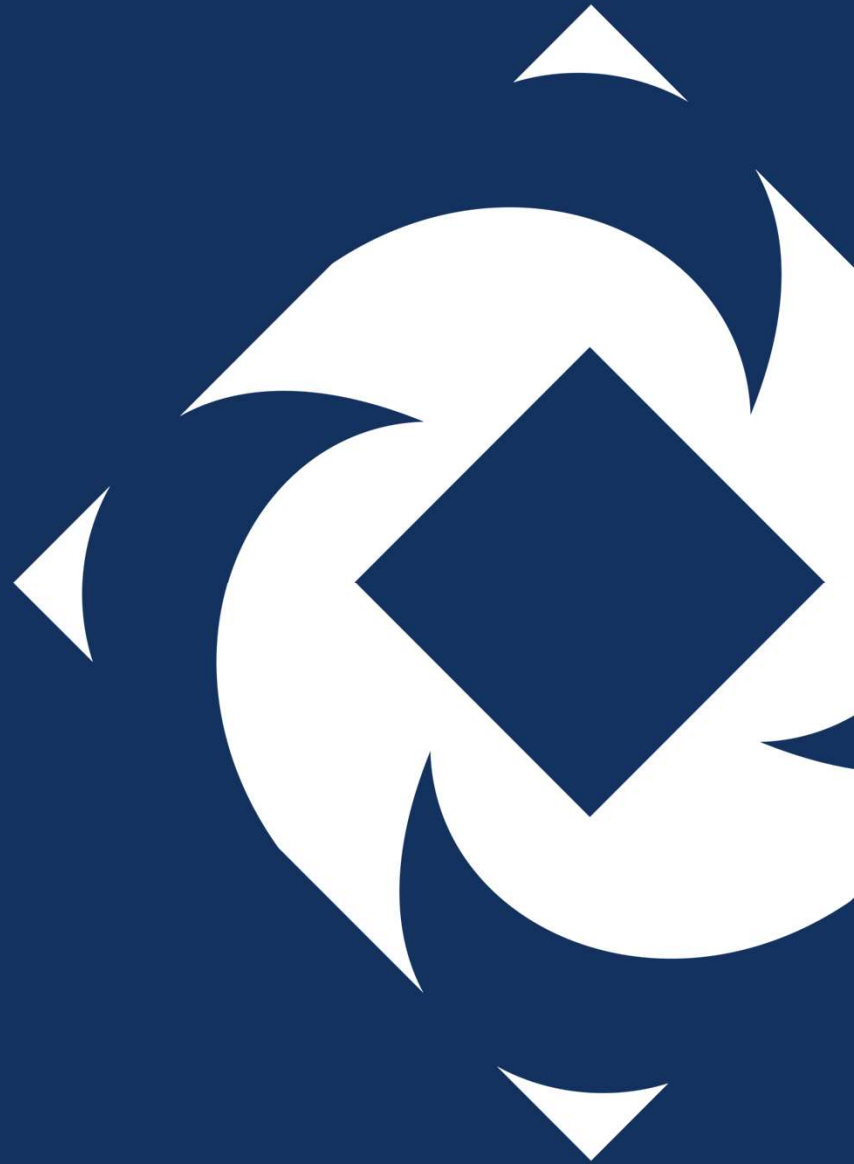
- › Students, faculty, and staff from both Colleges believe the dining program should play a strategic role in building community among all campus stakeholders and in student recruitment and retention.
- › Both campuses believe the food available on campus should reflect the diversity of each College's community members.



*To what extent do you agree with the following statements?*  
 (% Strongly agree + Somewhat agree)

<b><i>Campus dining should...</i></b>	<b>Mission College</b>		<b>West Valley College</b>		<b>District</b>
	<i>Students</i>	<i>Faculty/Staff</i>	<i>Students</i>	<i>Faculty/Staff</i>	<i>Staff</i>
...play a role in <u>building community</u> among students	92%	99%	91%	96%	92%
...create opportunities for <u>student/faculty/staff interaction</u>	91%	91%	86%	92%	94%
...offer food that <u>reflects the diversity</u> of campus community members	92%	96%	87%	88%	81%
...play a role in <u>student recruitment and retention</u>	83%	93%	81%	86%	83%
...provide <u>learning opportunities</u> outside of the classroom	78%	78%	65%	60%	62%

# West Valley College Survey Results

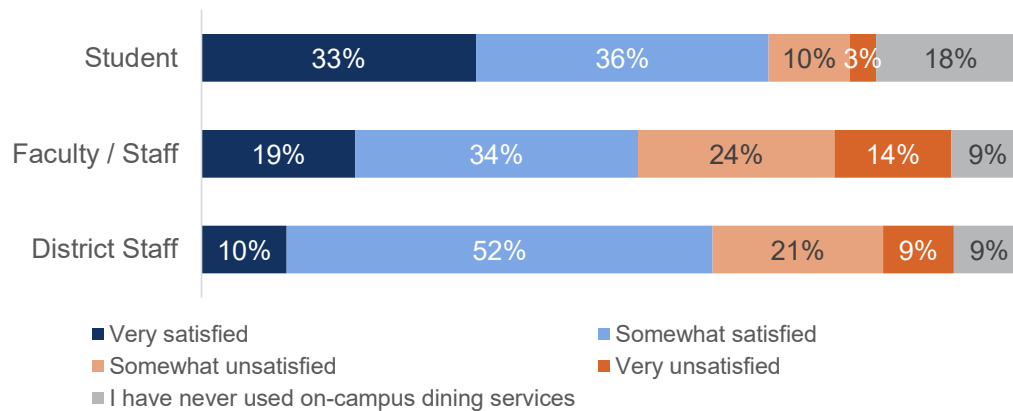


# Satisfaction

## OVERALL + VENUES

- › Students are generally satisfied with campus dining services and have higher levels of satisfaction than faculty and staff.
- › Drip Coffee underperforms for students and overperforms for faculty/staff compared to their overall satisfaction levels.

Satisfaction with Campus Dining Services



Satisfaction by Venue  
(% Very or Somewhat Satisfied)

	Overall	Campus Center Café	Drip Coffee
Students	<b>69%</b>	67%	57%
Faculty/Staff	<b>53%</b>	54%	<b>71%</b>
District Staff	<b>62%</b>	60%	58%

# Satisfaction

## DINING FACTORS

- › Value for price, quality of food, and cleanliness of serving areas are the most important factors for students when deciding where to eat, but dining is currently underperforming in terms of satisfaction with all three.
- › Faculty and staff see the biggest performance gap with healthy food options and menu variety.
- › Campus is generally satisfied with the facilities, seating, and atmosphere.

### Dining Factors: Satisfaction - Importance

KEY	
	Low Satisfaction, High Importance
	High satisfaction, Low Importance

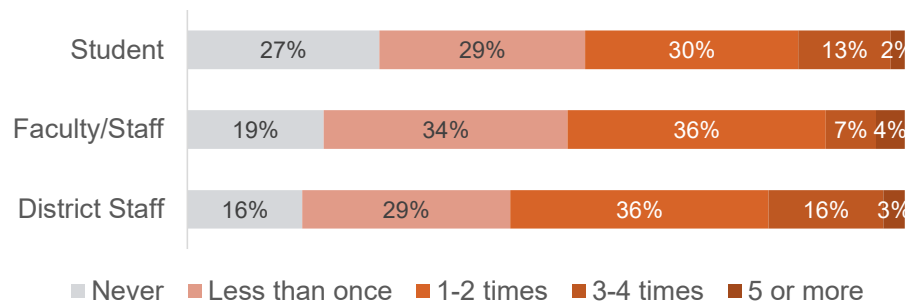
<i>Students</i>	Importance	Satisfaction	Gap	<i>Faculty/ Staff</i>	<i>District Staff</i>
<b>Value for price</b>	<b>97%</b>	77%	-20%	-21%	-16%
<b>Quality of food</b>	<b>98%</b>	85%	-13%	-37%	-29%
<b>Cleanliness of serving areas</b>	<b>97%</b>	86%	-10%	-21%	-42%
Healthy food options	88%	80%	-8%	-45%	-35%
Menu variety	91%	82%	-8%	-44%	-38%
Speed of service	93%	89%	-5%	-23%	-12%
Location convenience	91%	87%	-4%	-4%	12%
Weekday hours	88%	89%	1%	-12%	-15%
Sustainability focus	81%	82%	1%	-24%	-9%
Amenities	87%	89%	2%	35%	24%
Atmosphere	72%	84%	12%	20%	12%
Dietary accommodations	71%	85%	13%	-6%	-3%
Availability of seating	72%	86%	14%	54%	38%
Ease of gathering / socializing	72%	88%	16%	38%	24%
Variety of seating	63%	83%	20%	42%	11%
Weekend hours	37%	85%	48%	62%	54%

# Dining Habits

## ON CAMPUS

- › Most students, faculty, and staff purchase a meal on campus 2 or fewer times per week.
- › Better meeting campus dining needs could result in a significant increase in utilization of the dining program from all campus stakeholders and therefore position dining to meet its strategic vision.

In a typical week, how often do you purchase a meal on campus?



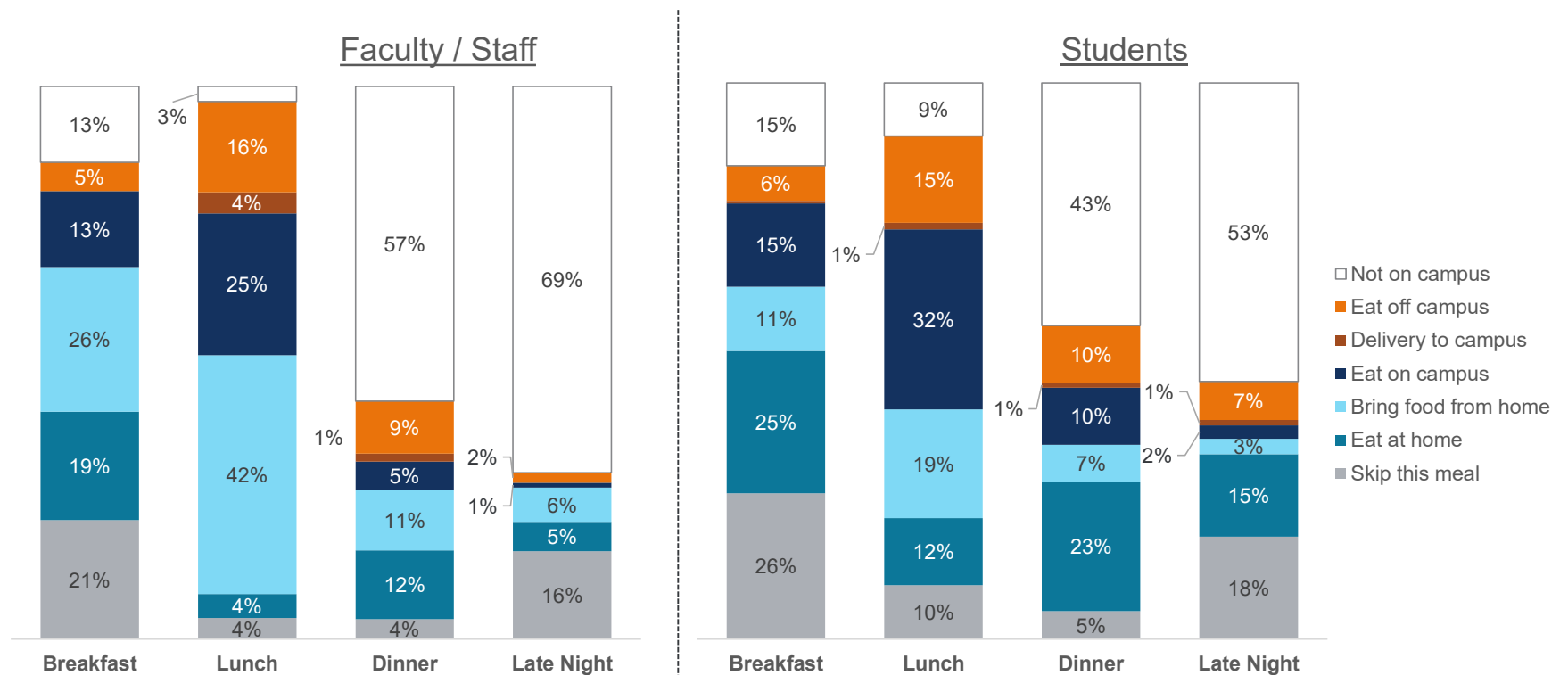
	On Campus 3+ days / week	I purchase a meal on campus 3 or more times per week	
		Currently	If Dining Needs Were Better Met
Students	58%	15%	42%
Faculty/Staff	79%	11%	39%
District Staff	94%	19%	55%



# Dining Habits

## ON CAMPUS

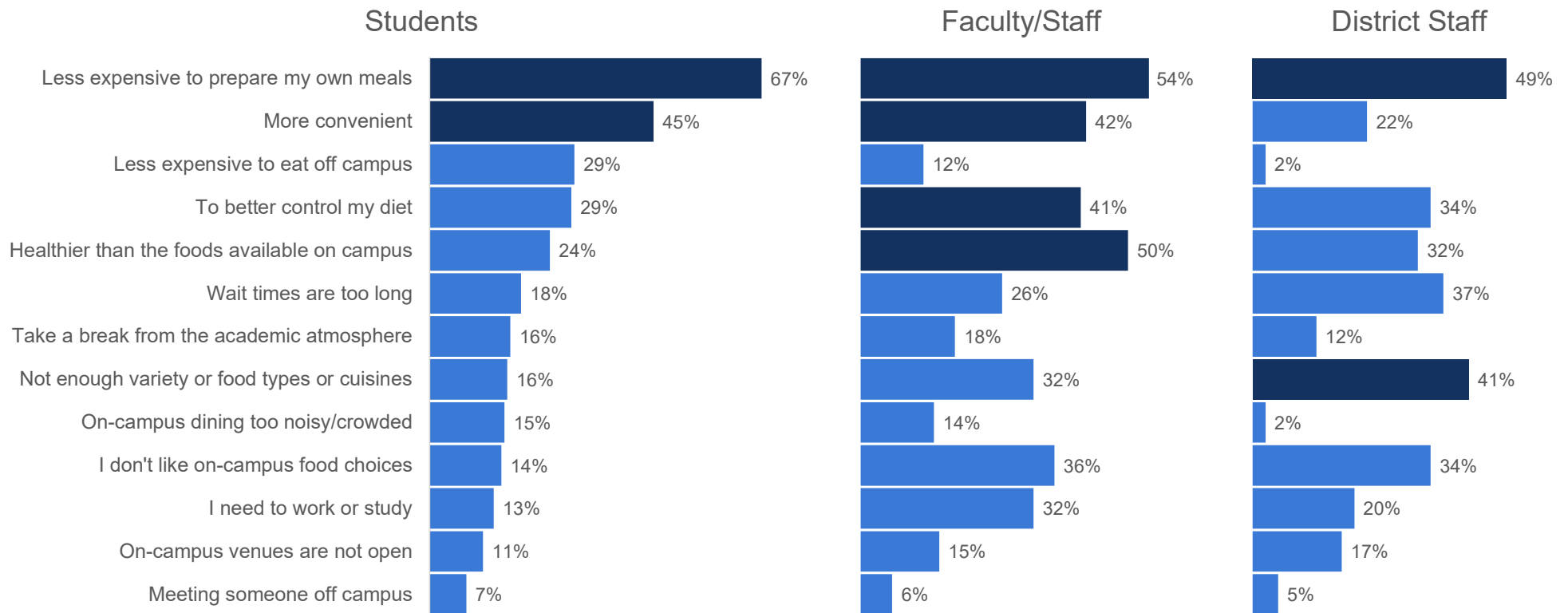
› For days that you are on campus, how do you typically eat each meal?



# Dining Habits

## ON CAMPUS

*What are the primary reasons you choose not to use campus dining services?*

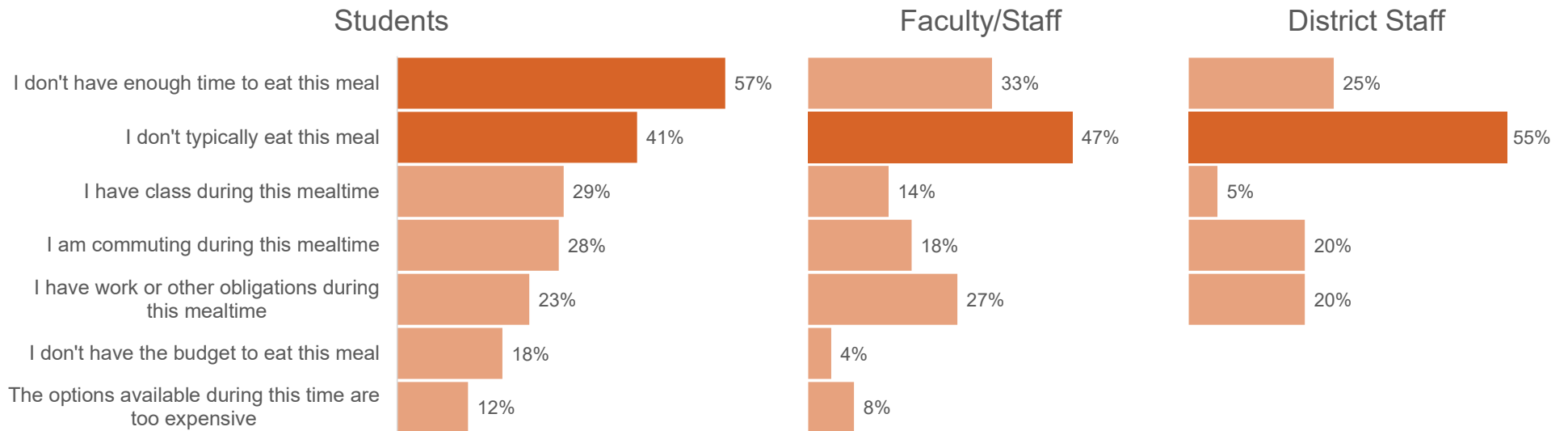


# Dining Habits

## ON CAMPUS

- › Students most frequently skip meals because they don't have enough time or typically don't eat that meal. Budget is not a main reason for skipping meals.

*What are the primary reasons you choose to skip meals?  
(Select all that apply)*

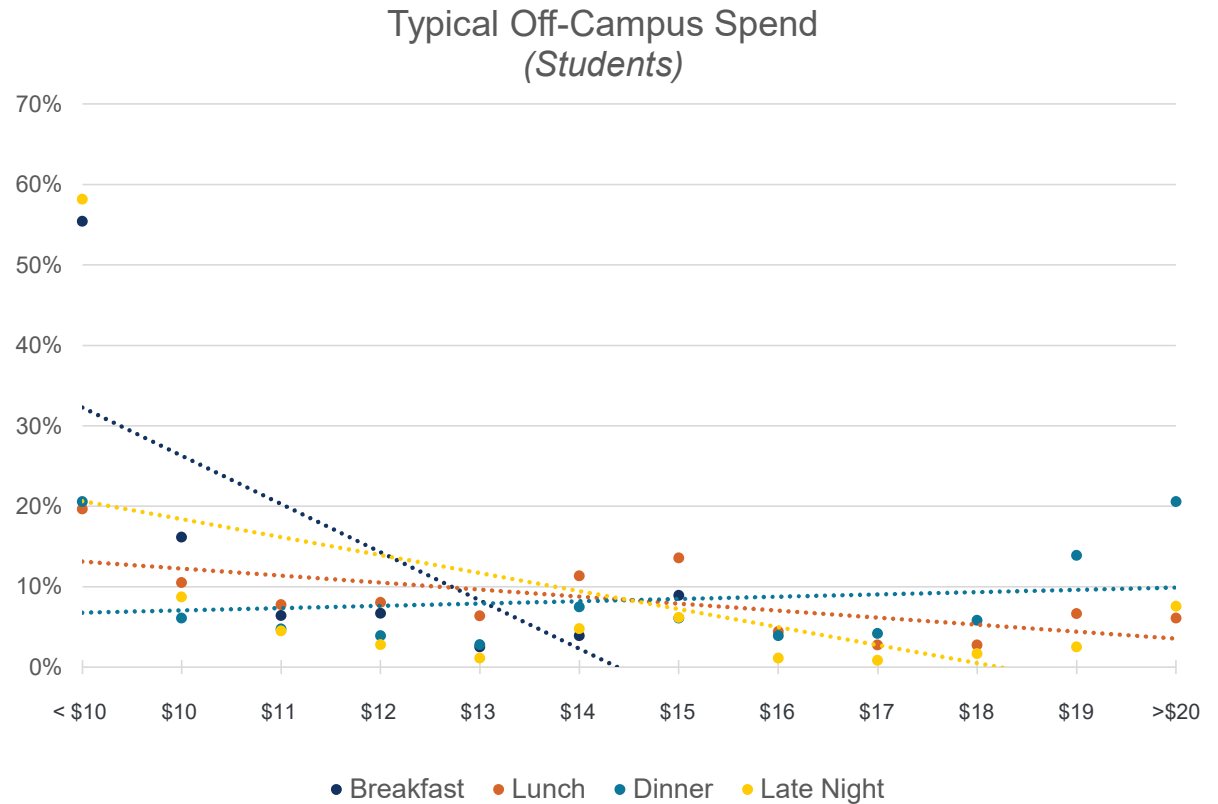




# Dining Habits

## OFF CAMPUS - STUDENTS

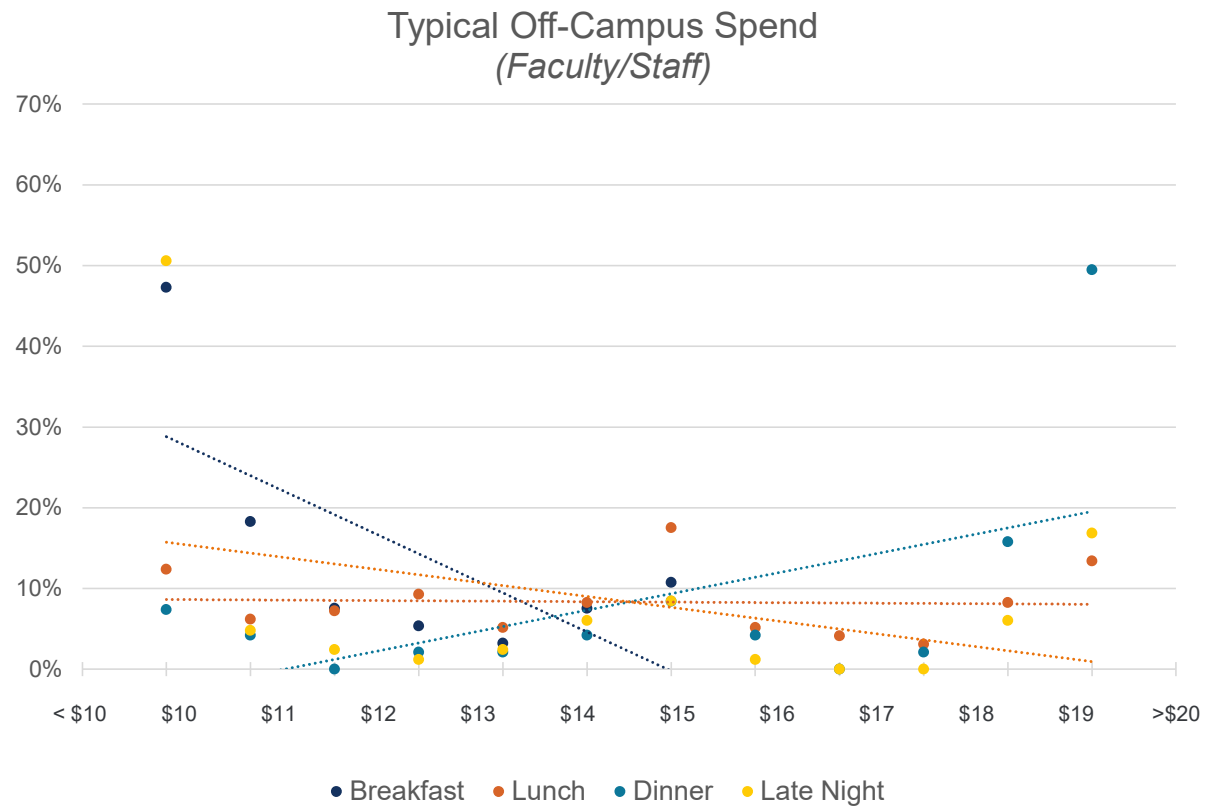
- › **77% of West Valley students** eat off campus **2 or fewer times** per week.
- › Average off-campus transaction amounts:
  - **Breakfast: \$10**
  - **Lunch: \$14**
  - **Dinner: \$15**
  - **Late Night: \$11**



# Dining Habits

## OFF CAMPUS – FACULTY/STAFF

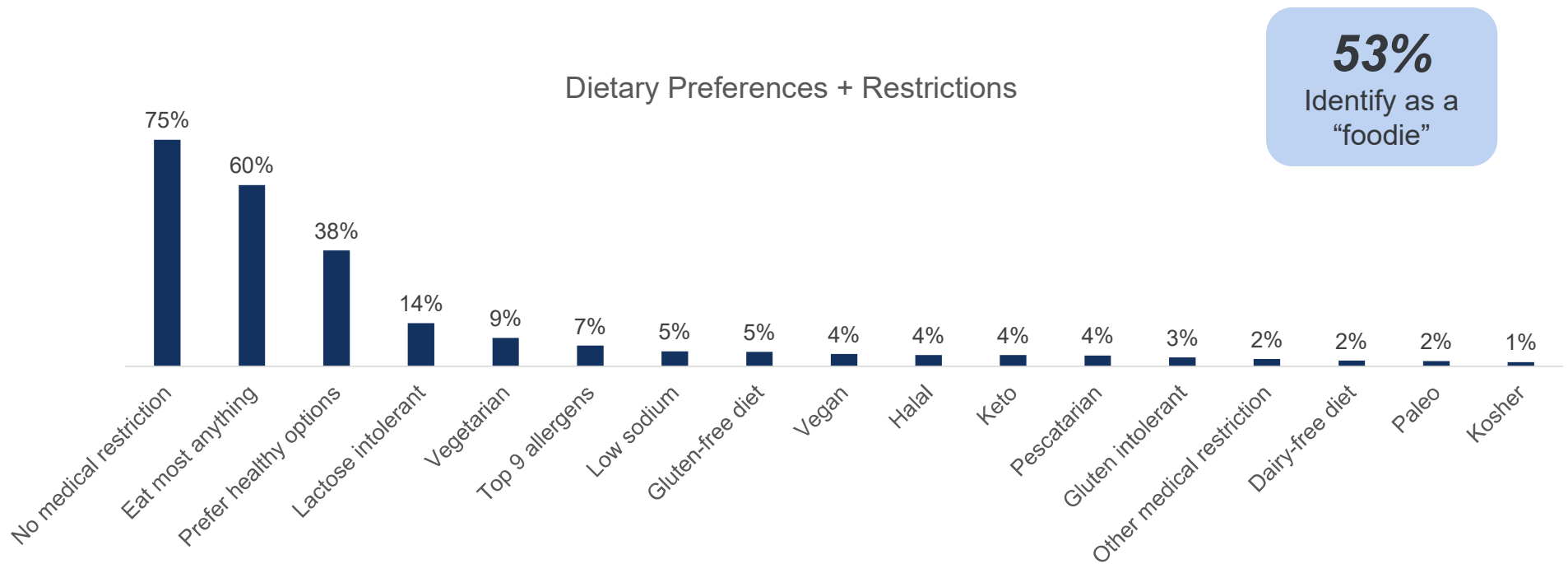
- › **75% of West Valley faculty/staff** eat off campus **2 or fewer times** per week.
- › Average off-campus transaction amounts:
  - **Breakfast: \$11**
  - **Lunch: \$15**
  - **Dinner: \$19**
  - **Late Night: \$13**



# Dining Preferences

## DIETARY PATTERNS + RESTRICTIONS

- › The majority of campus stakeholders have no medical dietary restrictions or specific dietary patterns. A third of campus would prefer to eat healthy food options.



# Dining Preferences

## IMPROVEMENTS

- › Students are looking for convenient grab-and-go options, healthier food options, and extended hours of operation.
- › Faculty and staff would like to see healthier food options, more variety of food venues, and more menu variety.

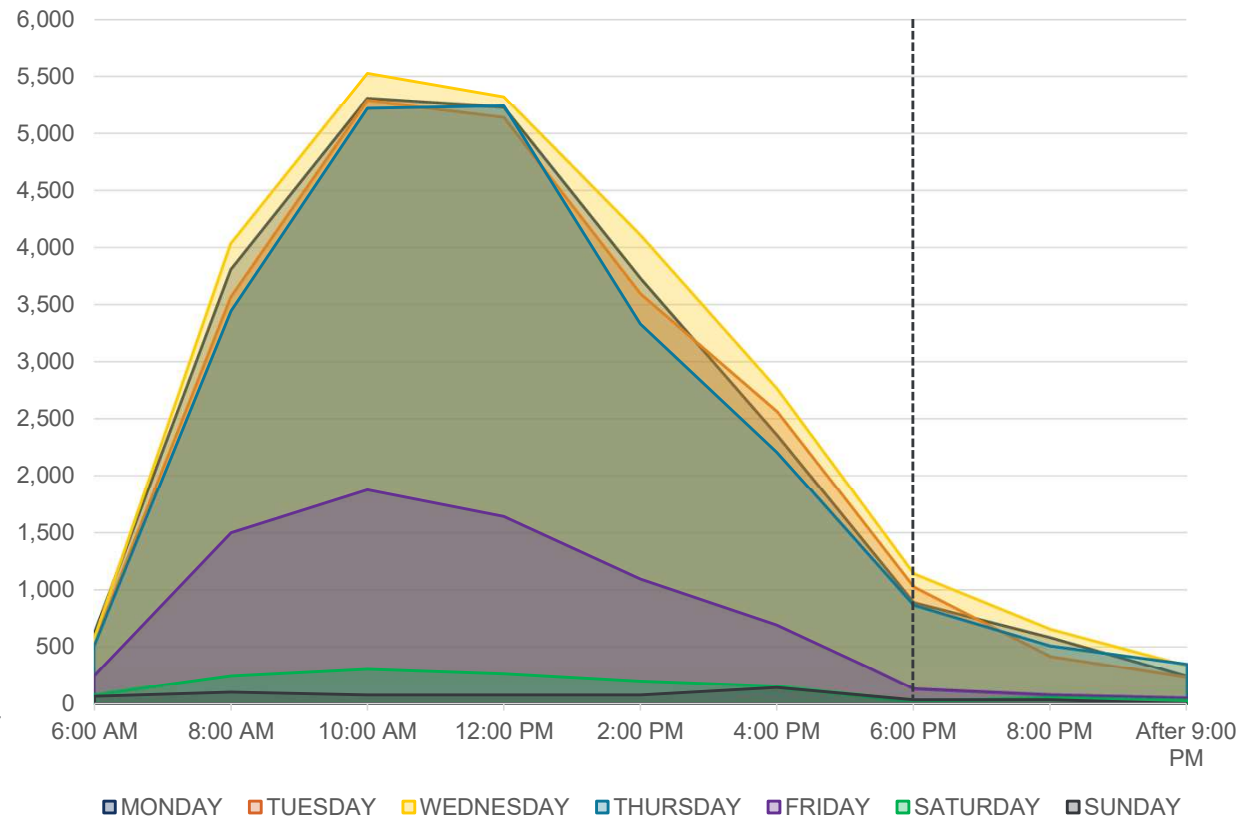
<i>Top 3 priorities the College should consider when making improvements to campus dining</i>	<i>Students</i>	<i>Faculty/ Staff</i>	<i>District Staff</i>
<b>Provide more grab-and-go options</b>	45%	40%	23%
<b>Provide healthier options</b>	34%	55%	46%
<b>Extend hours of operation for more options after 6:00pm</b>	26%	15%	13%
Provide mobile ordering	25%	13%	21%
<b>Provide more variety of food options and venues</b>	22%	36%	31%
Provide more dining venues close to academic classes	18%	22%	0%
<b>Provide more menu variety</b>	17%	19%	44%
Provide more options to accommodate dietary needs	16%	13%	10%
Provide a more robust on-campus grocery store	15%	14%	8%
Provide more custom, made-to-order options	13%	10%	23%
Include additional social spaces in dining venues	13%	7%	0%
Improve speed of service	13%	21%	23%
Improve cleanliness	11%	11%	15%
Provide national food brand venue(s) on campus	6%	7%	15%
Provide food delivery services	6%	4%	0%

# Campus Utilization

## TYPICAL WEEK

- › Campus utilization is mostly consistent M-Th, but there are significantly fewer people on campus Fridays and very few on the weekend.
- › Demand for extended hours of operation must be balanced with financial and operational considerations.

People on Campus Daily During a Typical Week



*Note: Campus utilization projected using survey responses applied directly to campus population*

# Dining Preferences

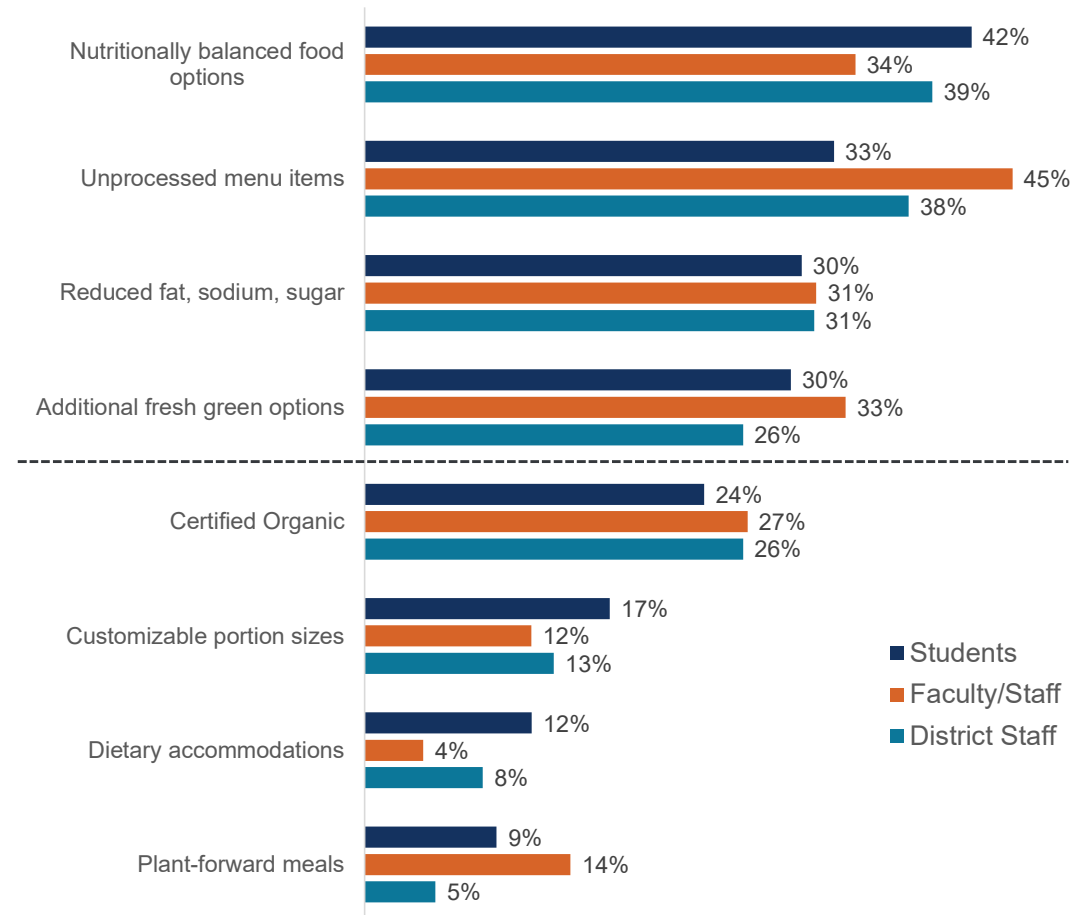
## HEALTHY DINING

- › Having healthy food options is important to all campus stakeholders, but faculty and staff have much lower levels of satisfaction compared to students.
- › The campus community is looking for more nutritionally-balanced and unprocessed food options.

Healthy Food Options

	Importance	Satisfaction
Students	88%	80%
Faculty/Staff	94%	49%
District Staff	92%	57%

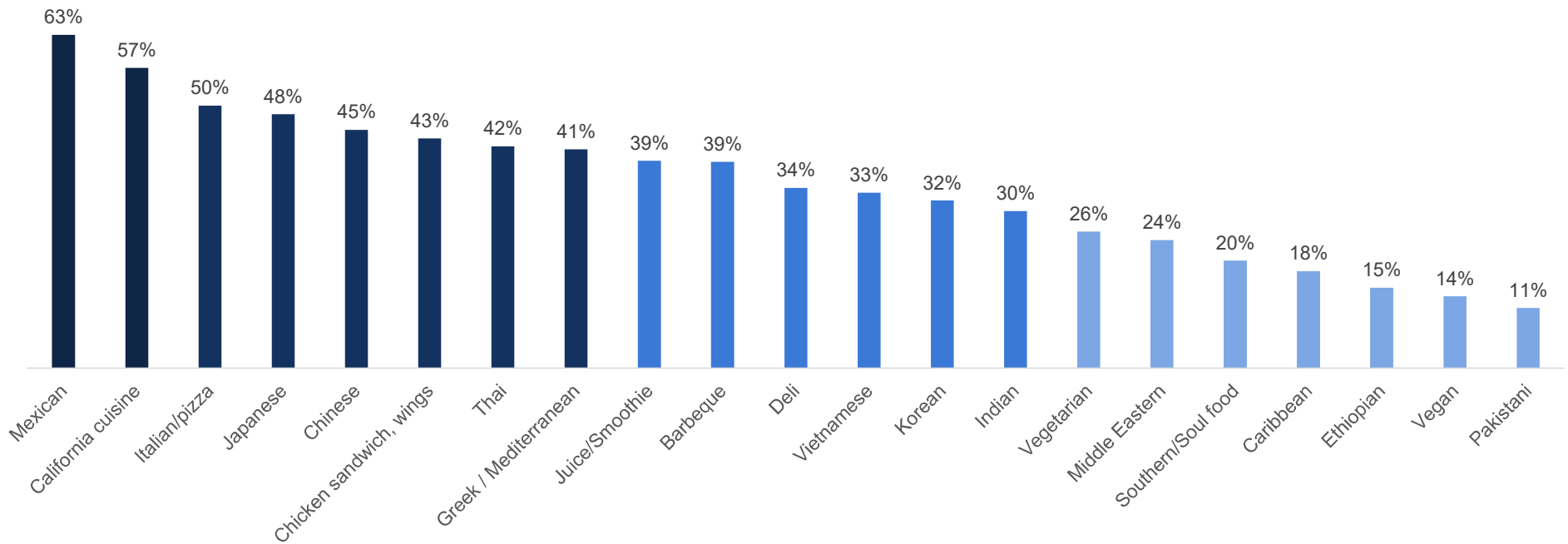
## What does healthy dining mean to you?



# Dining Preferences

## FOOD STYLE

*Which of the following styles of food would you regularly eat if it was available on campus?  
(Select all that apply)*



# Dining Preferences

## BRANDS

- › Campus community is more interested in seeing custom food venues that are tailored to them than national brands.

*To what extent do you agree with the following statements?*

*(% Strongly agree + Somewhat agree)*

<i><b>It is important that the dining program...</b></i>	<i>Students</i>	<i>Faculty/ Staff</i>	<i>District Staff</i>
...provides <b>custom food venues</b> tailored specifically to our campus community.	89%	89%	80%
...incorporates <b>national brands</b> in its food offerings.	45%	29%	40%
<b>GAP</b>	<b>(44%)</b>	<b>(60%)</b>	<b>(40%)</b>



# Dining Preferences

## DINING STYLE

- › Campus community is looking for a variety of dining styles throughout the day, with a preference for grab-and-go options earlier in the day and fast food/fast casual later in the day.
- › Interest in mobile ordering is highest during lunch.

BREAKFAST			
	Student	F/S	District
Grab-and-go	66%	52%	51%
Packaged/Vending	24%	3%	15%
Coffee only	25%	30%	28%
Food truck	29%	28%	31%
Fast food	29%	29%	28%
Fast casual	37%	43%	54%
AYCTE	27%	19%	13%
Mobile ordering	34%	34%	33%
Delivery	11%	19%	10%

LUNCH			
	Student	F/S	District
Grab-and-go	46%	56%	44%
Packaged/Vending	21%	9%	18%
Coffee only	8%	7%	5%
Food truck	51%	56%	54%
Fast food	51%	36%	62%
Fast casual	55%	66%	74%
AYCTE	35%	19%	18%
Mobile ordering	41%	41%	49%
Delivery	16%	29%	21%

DINNER			
	Student	F/S	District
Grab-and-go	37%	40%	30%
Packaged/Vending	20%	8%	3%
Coffee only	5%	5%	3%
Food truck	42%	36%	30%
Fast food	46%	29%	47%
Fast casual	55%	57%	50%
AYCTE	42%	18%	17%
Mobile ordering	36%	28%	30%
Delivery	13%	30%	10%

# Dining Preferences

## MOBILE ORDER + DELIVERY

- › Mobile ordering and delivery aren't high priorities for either group, but students reported they would purchase a meal using mobile ordering more frequently than they currently do during a typical week.

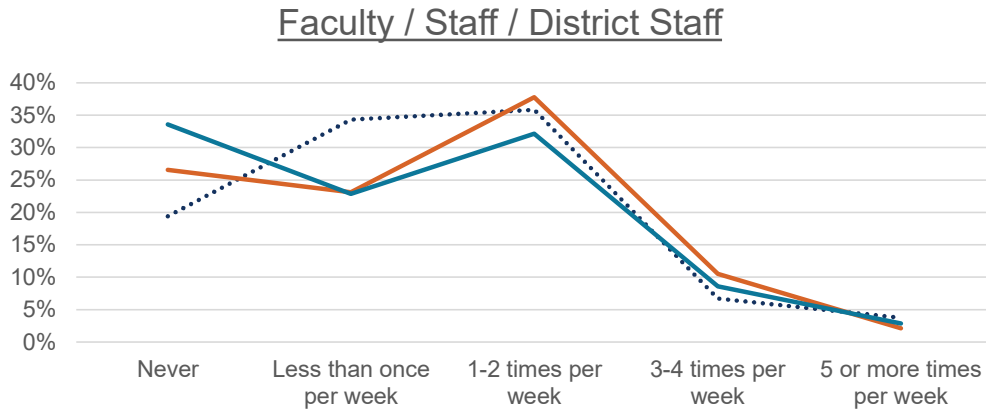
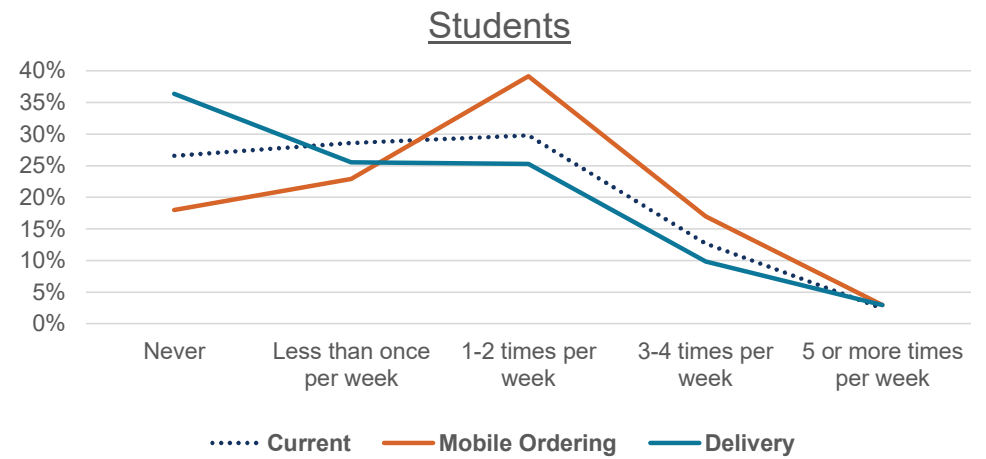
*What would be a reasonable delivery fee?*

*Students*  
**\$2.34**

*Faculty/Staff*  
**\$2.00**

Top 3 priorities the College should consider when making improvements to campus dining	Students	Faculty/Staff	District Staff
Provide mobile ordering	25%	13%	21%
Provide food delivery services	6%	4%	0%

*How often do/would you purchase a meal?*

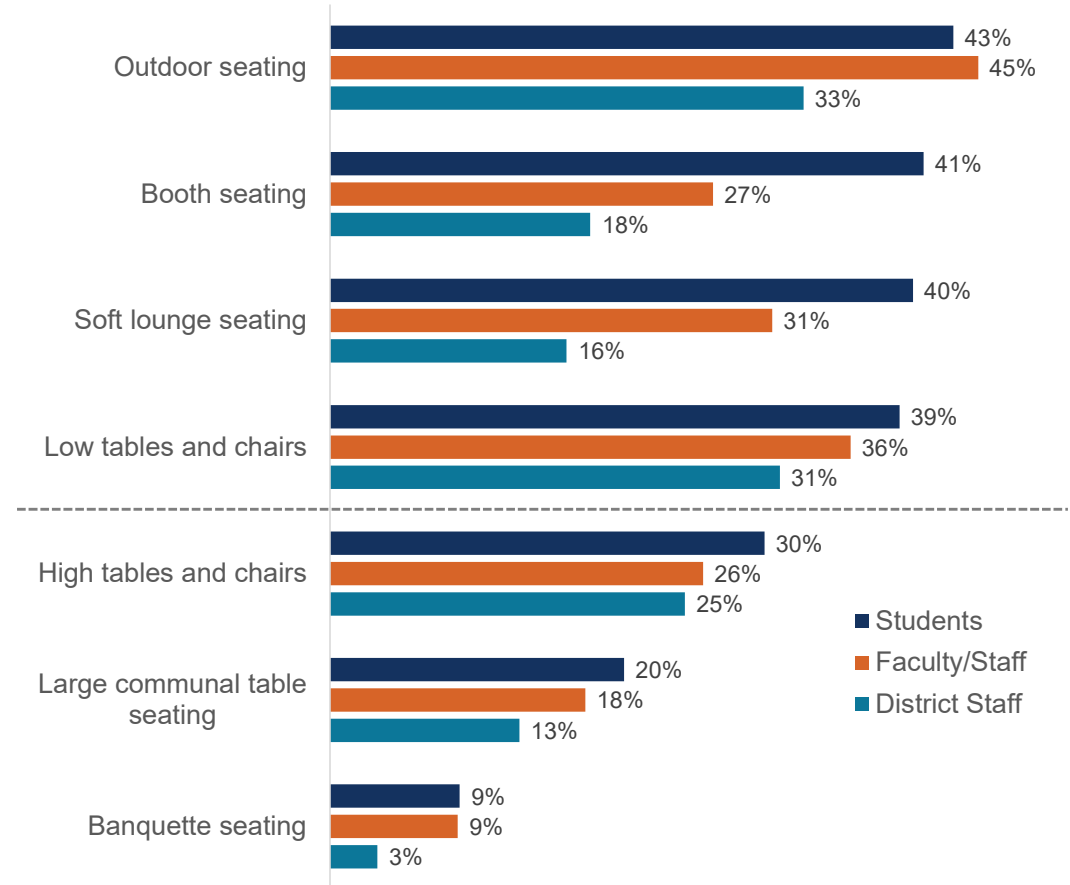


# Dining Preferences

## CAMPUS CENTER

- › Students are looking for a range of seating from tables and chairs to soft lounge seating.
- › Faculty and staff mostly prefer to have outdoor seating and tables and chairs.

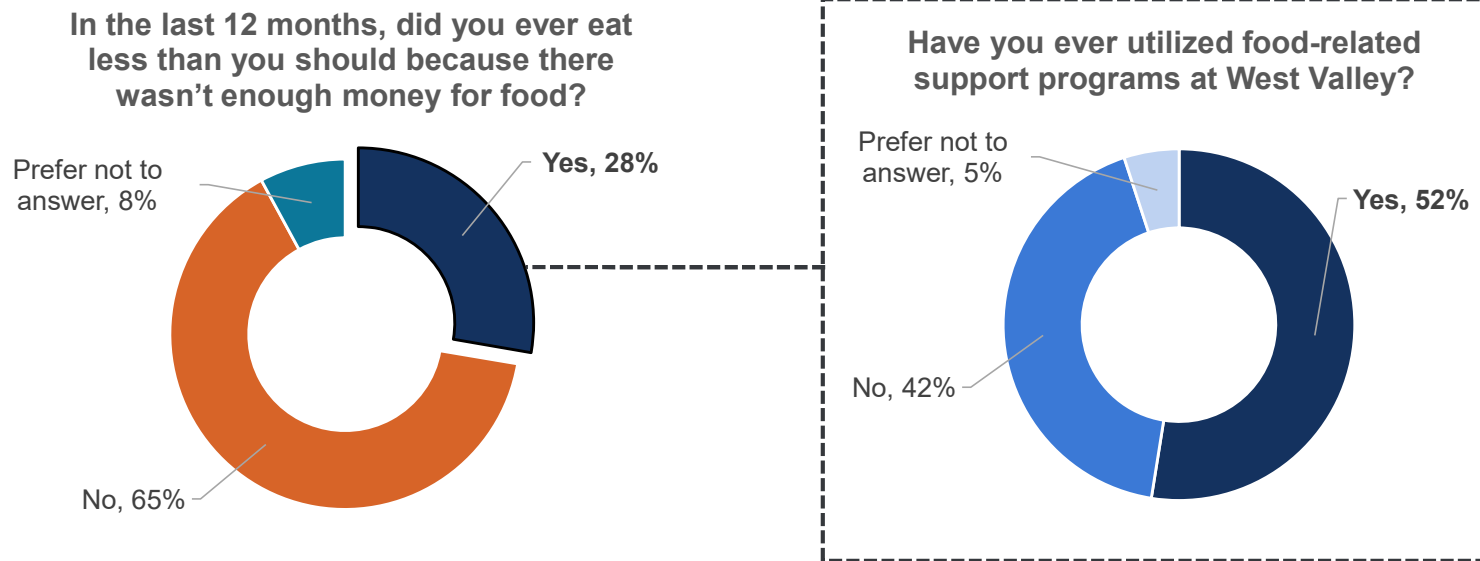
What types of seating would you like to see in the Campus Center?



# Food Insecurity

## STUDENTS

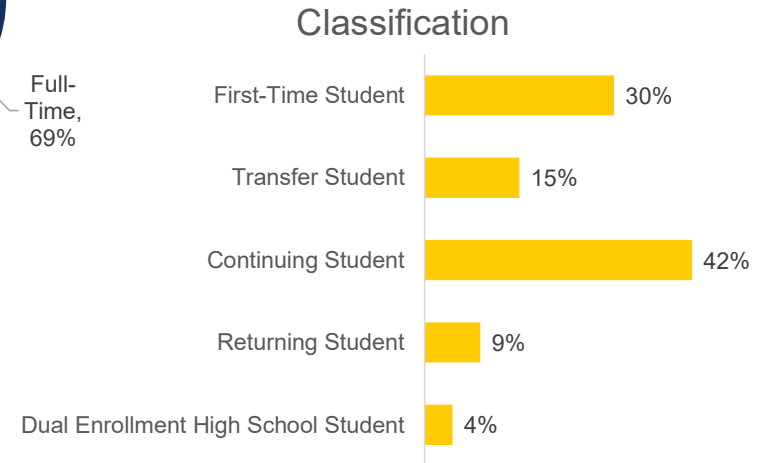
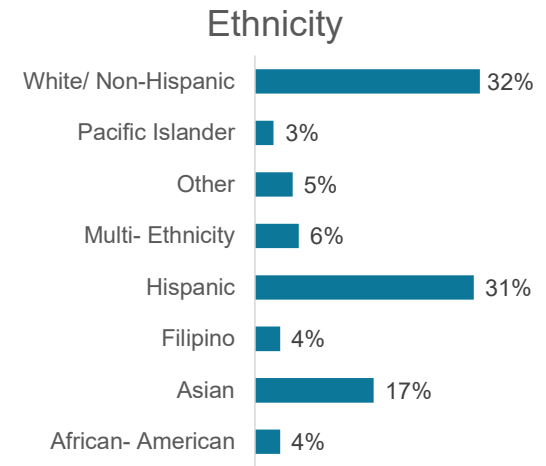
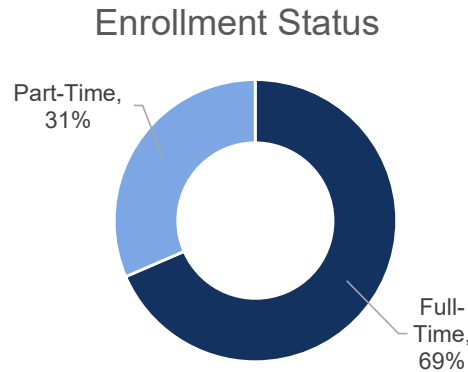
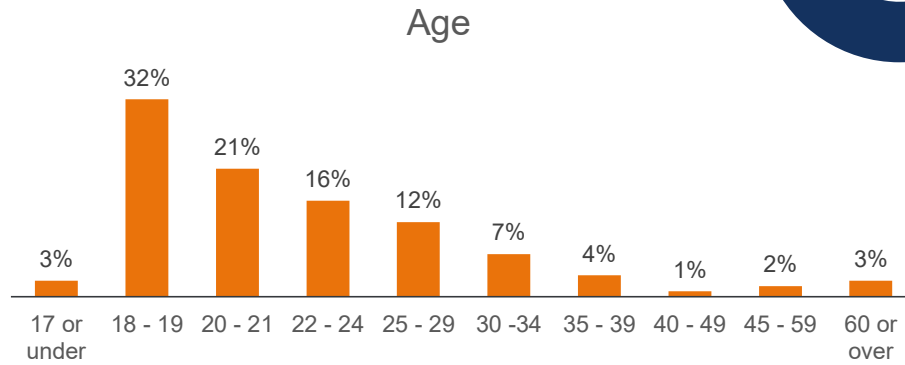
- › 96 students (23% of student respondents) currently consider their access to food unstable or insecure, and 114 students (28%) experienced food insecurity in the past 12 months.
- › Half of students who reported experiencing food insecurity the last 12 months have utilized West Valley food-related support programs.



# Food Insecurity

## STUDENTS

› *Students who experienced food insecurity in the past 12 months:*

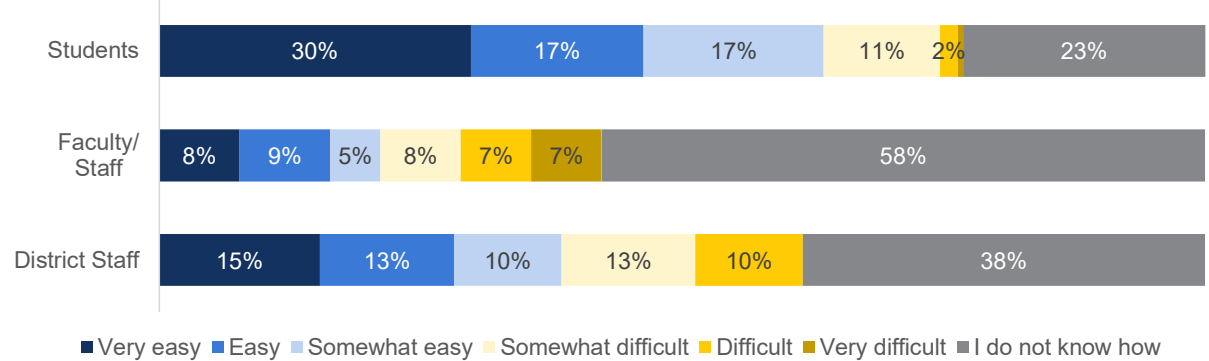


# Communications

## DINING FEEDBACK

- › Students generally find it easy to provide feedback about campus dining services, and only a quarter said they don't know how to provide feedback.
- › Faculty and staff are less connected to dining services and find it harder to provide feedback.

*How easy is it to provide feedback about dining services?*



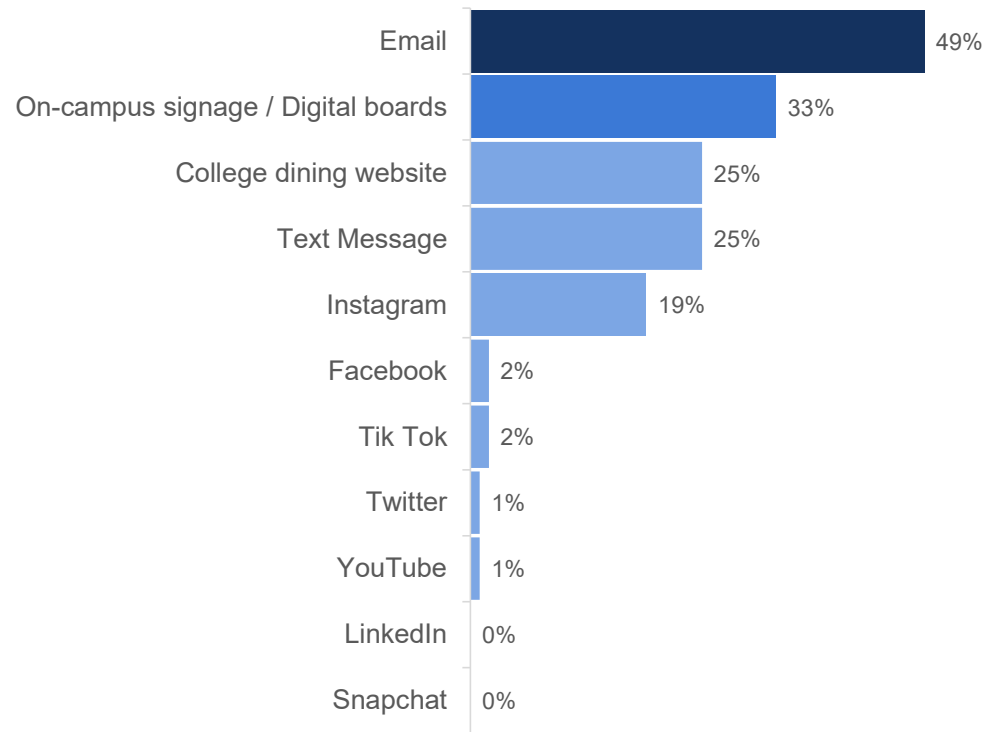
<i>What would be the most effective way to provide feedback?</i>			
	Students	Faculty/Staff	District Staff
Comments Box / Online Form	42%	48%	58%
Social Media	26%	4%	11%
On-Site Liaison	12%	18%	8%
I do not want to provide feedback	15%	14%	8%

# Communications

## INFORMATION + EVENTS - STUDENTS

- › Email and on-campus signage are the two main preferred ways for students to get information about dining-related events.

*How would you prefer to get information about dining-related events?*

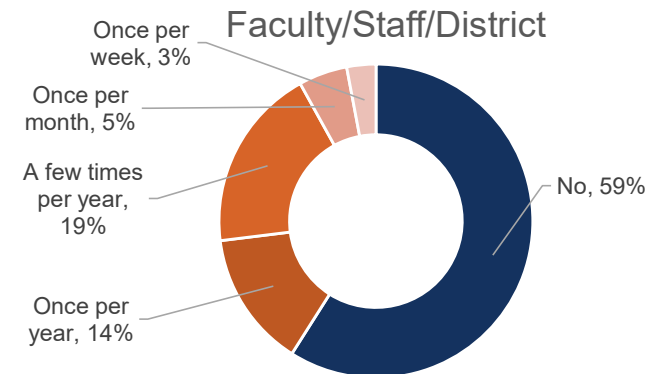
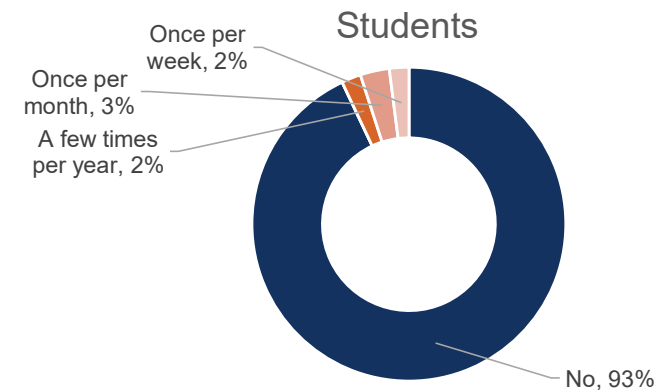


# Catering

## OVERVIEW

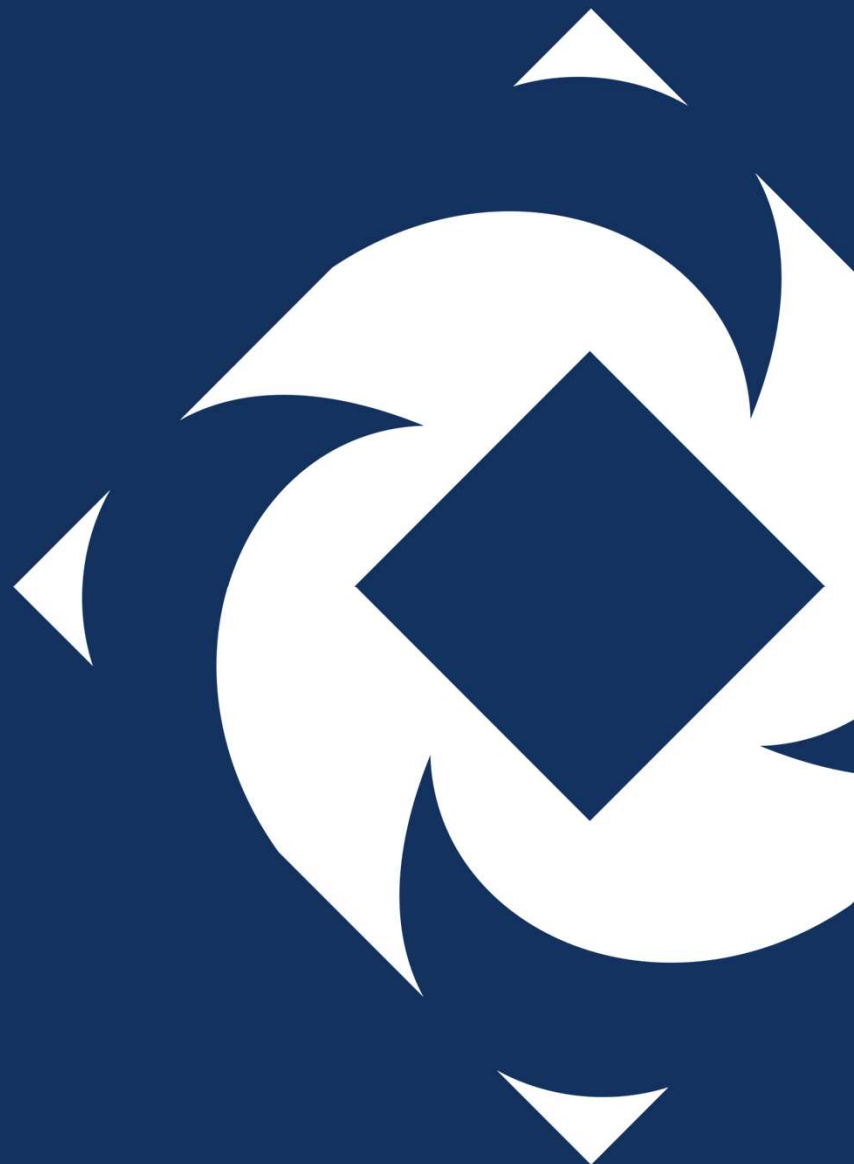
Most important factors in caterer selection:	Students	Faculty/Staff/District
Food quality	63%	61%
Menu pricing	70%	56%
Food variety	37%	41%
Service reliability	13%	31%
Service quality	23%	24%
Convenience	3%	22%
Supporting College's catering program	7%	19%
Payment options	13%	14%
Event management	3%	12%
Event location	20%	8%
Alcohol availability	0%	0%

### Responsibility for Catering





# Mission College Survey Results

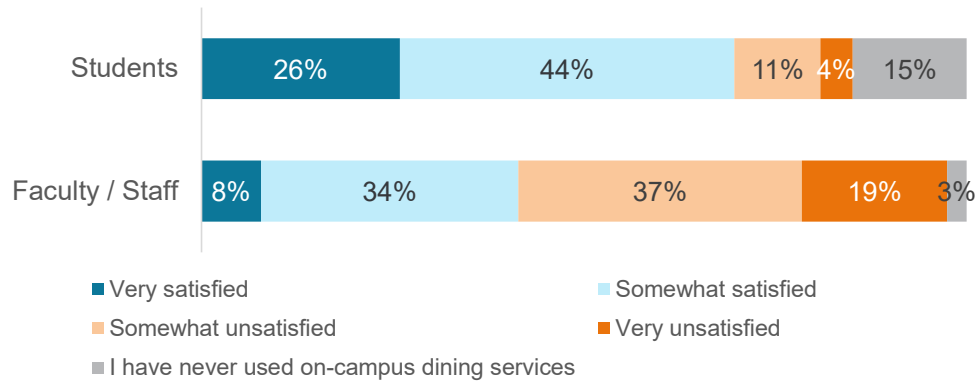


# Satisfaction

## MISSION COLLEGE

- › Students are generally satisfied with campus dining, but faculty and staff have much lower levels of satisfaction.
- › All dining venues underperform for students compared to their overall satisfaction levels. KJs café generally overperforms for faculty/staff.

Satisfaction with Campus Dining Services



Satisfaction by Venue  
(% Very or Somewhat Satisfied)

	<b>Overall</b>	Saints Café	KJ's (SEC)	KJ's (Gilmore)
Students	<b>70%</b>	59%	61%	61%
Faculty/Staff	<b>41%</b>	37%	61%	56%



# Satisfaction

## MISSION COLLEGE

- › Value for price, quality of food, and cleanliness of serving areas are the most important factors for students when deciding where to eat, but dining is currently underperforming in terms of satisfaction with all three.
- › Campus is also experiencing performance gaps with menu variety, hours of operation, and healthy food options.
- › Campus community is generally satisfied with dining facilities, seating, and atmosphere.

### Dining Factors: Satisfaction - Importance

<i>Students</i>	Importance	Satisfaction	Gap	<i>Faculty/ Staff</i>
<b>Value for price</b>	<b>98%</b>	74%	-24%	<b>-33%</b>
Menu variety	92%	80%	-12%	<b>-42%</b>
Weekday hours	94%	82%	-12%	<b>-37%</b>
<b>Quality of food</b>	<b>99%</b>	88%	-11%	<b>-38%</b>
Healthy food options	92%	82%	-10%	<b>-47%</b>
<b>Cleanliness of serving areas</b>	<b>97%</b>	88%	-10%	<b>-17%</b>
Speed of service	93%	90%	-3%	<b>-15%</b>
Amenities	90%	90%	0%	<b>39%</b>
Location convenience	92%	96%	4%	<b>-3%</b>
Dietary accommodations	75%	83%	8%	<b>-10%</b>
Sustainability focus	83%	94%	10%	<b>-9%</b>
Availability of seating	79%	92%	13%	<b>40%</b>
Ease of gathering / socializing	78%	92%	15%	<b>23%</b>
Atmosphere	75%	90%	16%	<b>23%</b>
Variety of seating	73%	93%	20%	<b>34%</b>
Weekend hours	53%	83%	30%	<b>31%</b>

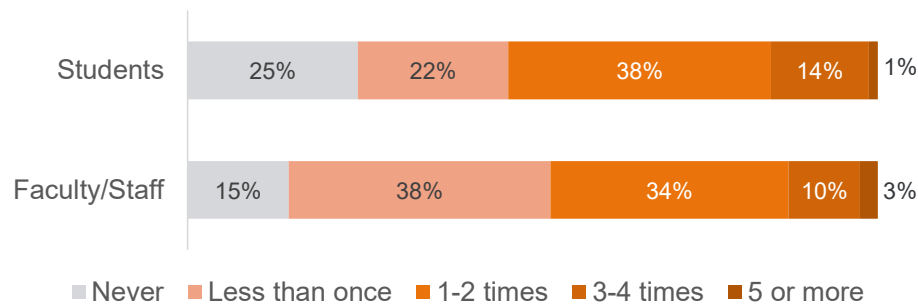
KEY	
	Low Satisfaction, High Importance
	High satisfaction, Low Importance

# Dining Habits

## ON CAMPUS

- › Most students, faculty, and staff purchase a meal on campus two or fewer times per week.
- › Better meeting campus dining needs could result in a significant increase in utilization of the dining program from all campus stakeholders and therefore position dining to meet its strategic vision.

In a typical week, how often do you purchase a meal on campus?



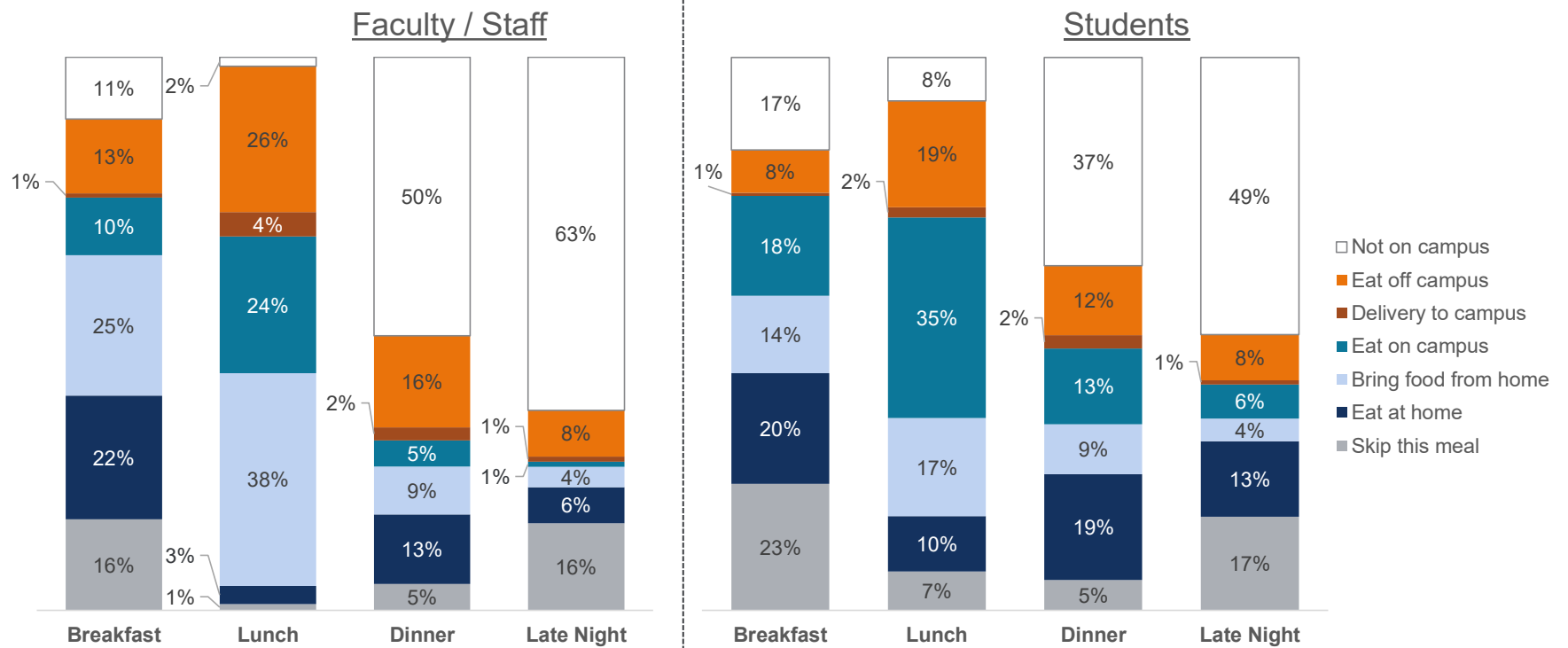
		"I purchase a meal on campus 3 or more times per week"	
		Present On Campus 3+ days / week	
		Currently	If Dining Needs Were Better Met
Students	52%	15%	52%
Faculty/Staff	85%	13%	50%



# Dining Habits

## ON CAMPUS

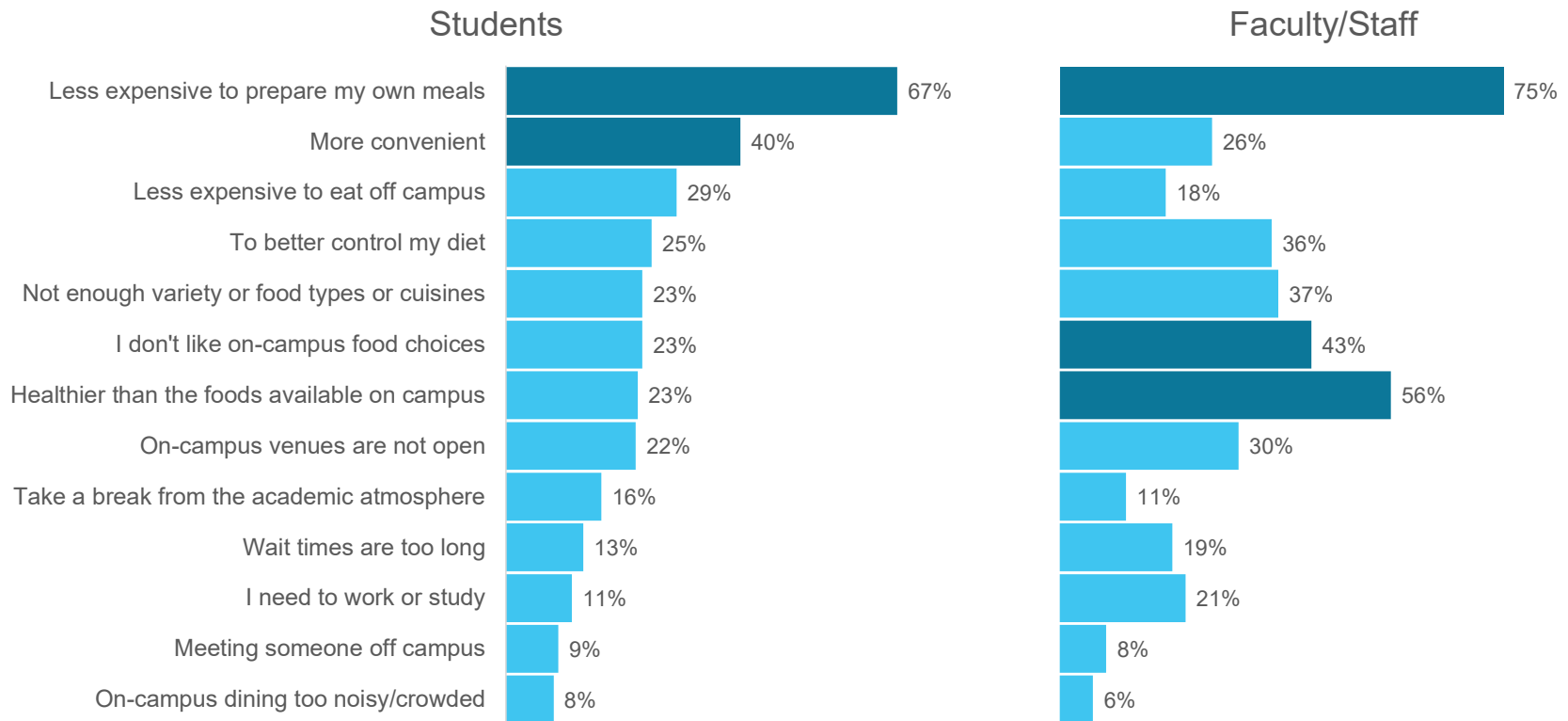
› For days that you are on campus, how do you typically eat each meal?



# Dining Habits

## ON CAMPUS

*What are the primary reasons you choose not to use campus dining services?*

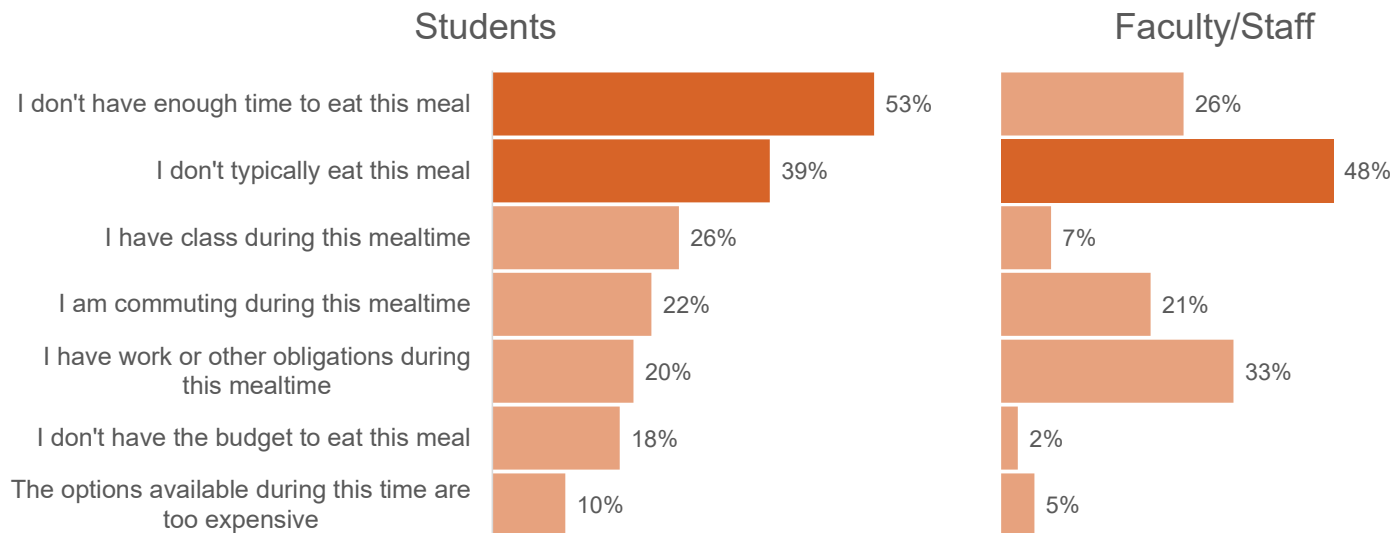


# Dining Habits

## ON CAMPUS

- › Students most frequently skip meals because they don't have enough time or typically don't eat that meal. Budget is not a main reason for skipping meals.

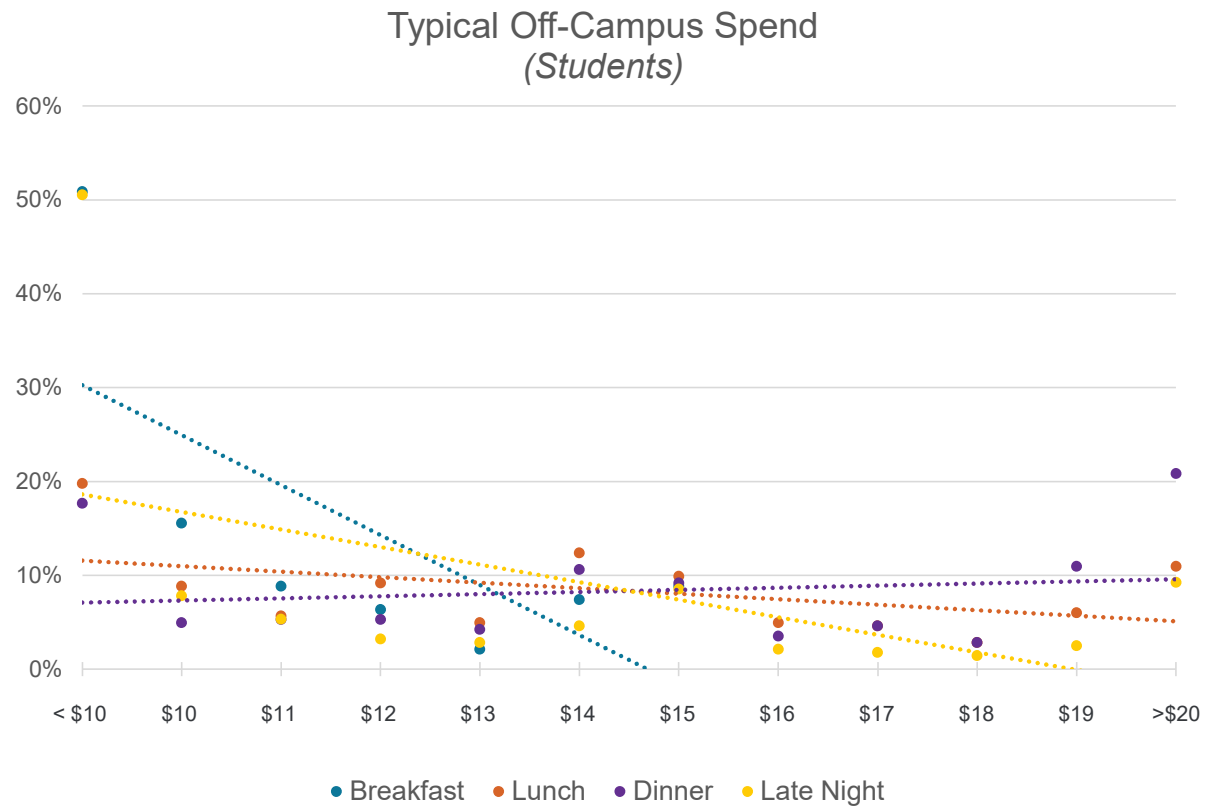
*What are the primary reasons you choose to skip meals?  
(Select all that apply)*



# Dining Habits

## OFF CAMPUS - STUDENTS

- › **76% of Mission students** eat off campus **2 or fewer times** per week.
- › Average off-campus transaction amounts:
  - **Breakfast: \$10**
  - **Lunch: \$14**
  - **Dinner: \$15**
  - **Late Night: \$12**

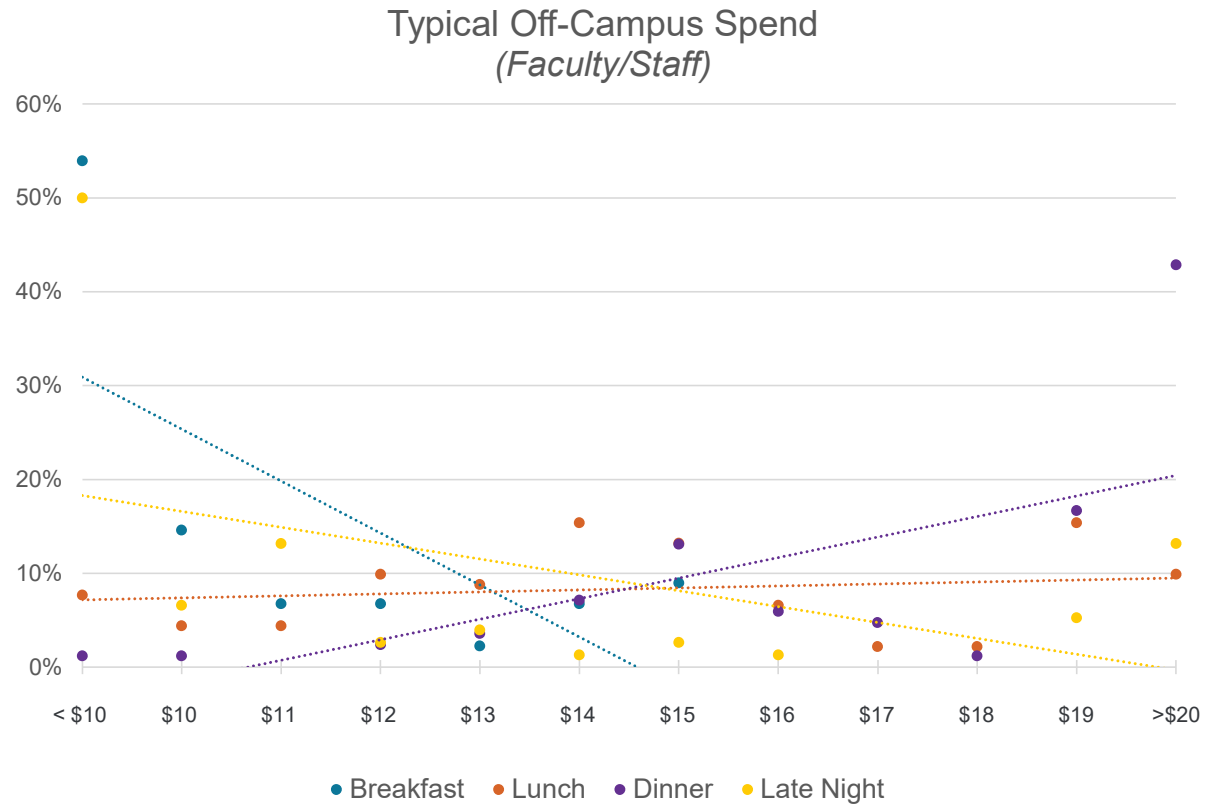




# Dining Habits

## OFF CAMPUS – FACULTY/STAFF

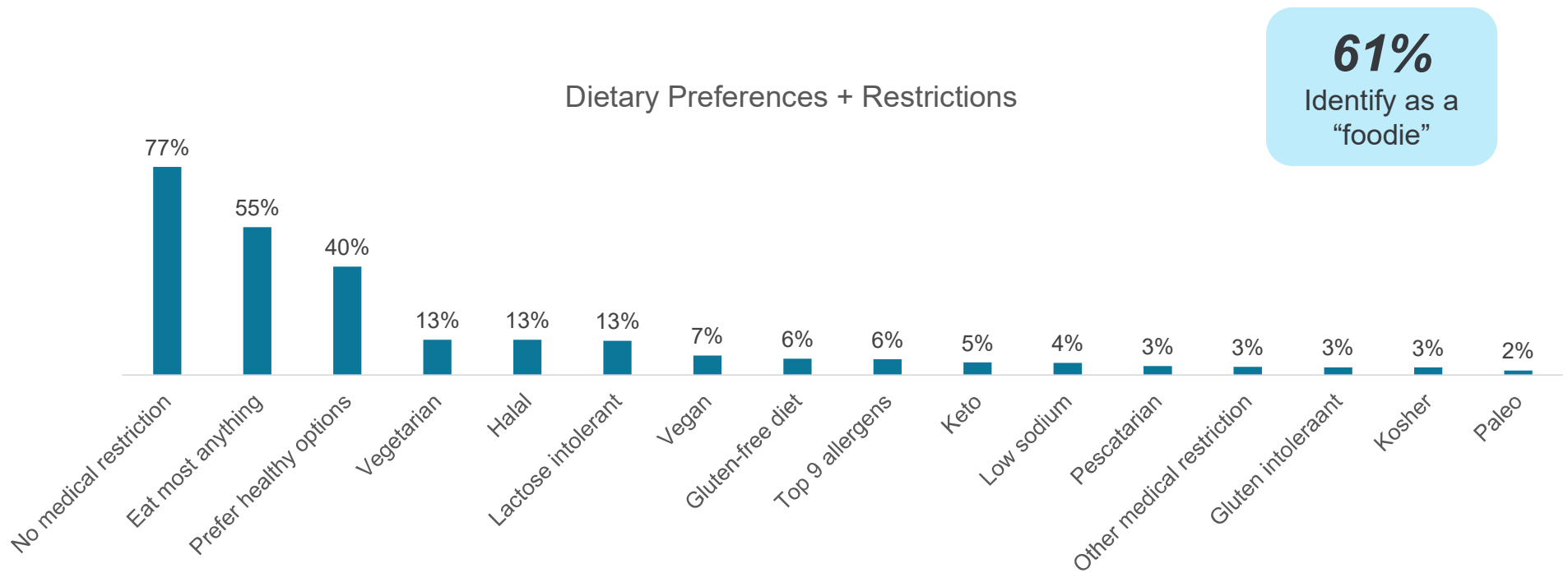
- › **70% of Mission faculty/staff** eat off campus **2 or fewer times** per week.
- › Average off-campus transaction amounts:
  - **Breakfast: \$10**
  - **Lunch: \$15**
  - **Dinner: \$19**
  - **Late Night: \$12**



# Dining Preferences

## DIETARY PATTERNS + RESTRICTIONS

- › The majority of campus stakeholders have no medical dietary restrictions or specific dietary patterns, but almost half prefer to eat healthy food options.



# Dining Preferences

## IMPROVEMENTS

- › Students and faculty/staff agree that their top priorities are more grab-and-go options, extended evening hours, and healthier food options.

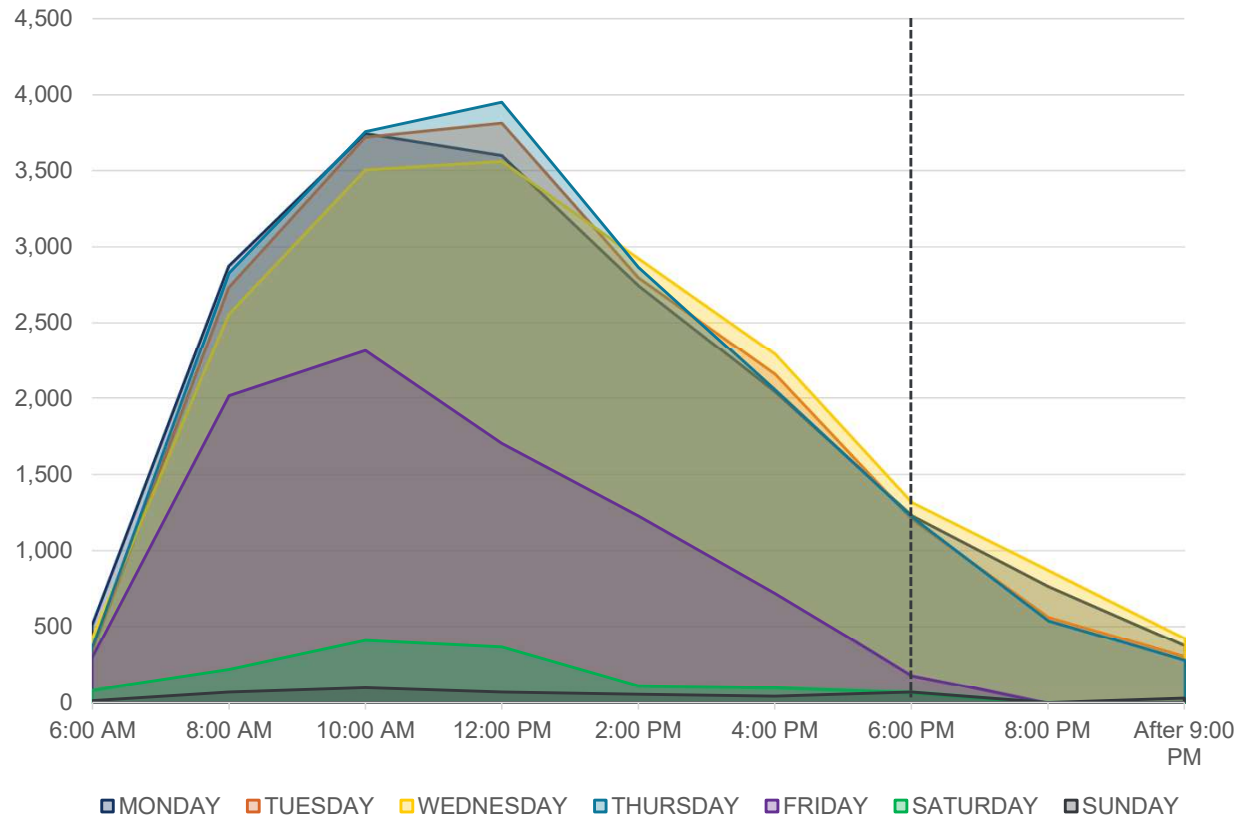
<i>Top 3 priorities the College should consider when making improvements to campus dining</i>	<i>Students</i>	<i>Faculty/ Staff</i>
<b>Provide more grab-and-go options</b>	41%	34%
<b>Extend hours of operation for more options after 6:00pm</b>	40%	39%
<b>Provide healthier options</b>	35%	59%
Provide more variety of food options and venues	23%	27%
Provide mobile ordering	22%	10%
Provide more menu variety	22%	24%
Provide more options to accommodate dietary needs	19%	20%
Provide more custom, made-to-order options	16%	12%
Improve speed of service	13%	10%
Provide a more robust on-campus grocery store	11%	7%
Include additional social spaces in dining venues	11%	9%
Improve cleanliness	11%	15%
Provide national food brand venue(s) on campus	10%	2%
Provide more dining venues close to academic classes	8%	14%
Provide food delivery services	4%	1%

# Campus Utilization

## TYPICAL WEEK

- › Campus utilization is mostly consistent M-Th, but there are significantly fewer people on campus Fridays and very few on the weekend.
- › Demand for extended hours of operation must be balanced with operational and financial considerations.

People on Campus During a Typical Week



Note: Campus utilization projected using survey responses applied directly to campus population

# Dining Preferences

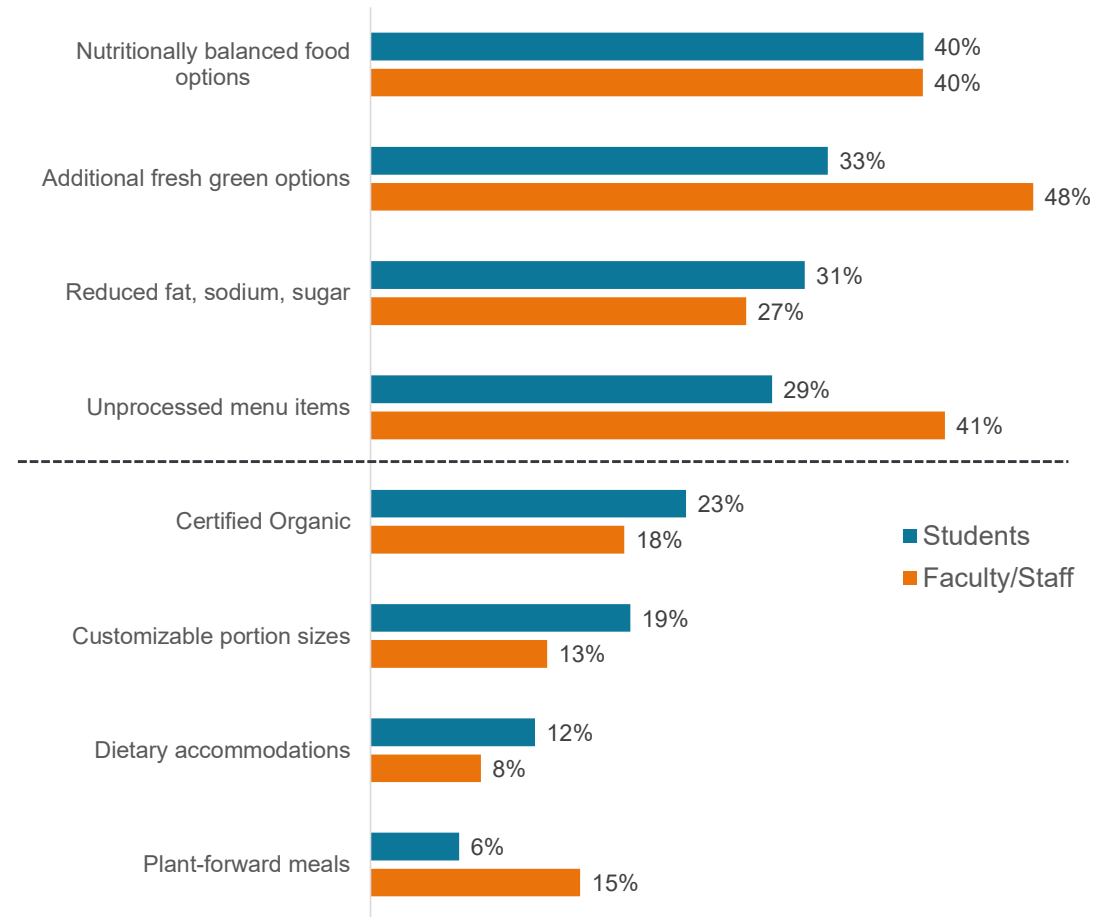
## HEALTHY DINING

- › Having healthy food options is important to all campus stakeholders, but faculty and staff have much lower levels of satisfaction compared to students.
- › Students are looking for nutritionally-balanced food options, while faculty/staff are looking for fresh, unprocessed food items.

Healthy Food Options

	Importance	Satisfaction
Students	92%	82%
Faculty/Staff	96%	49%

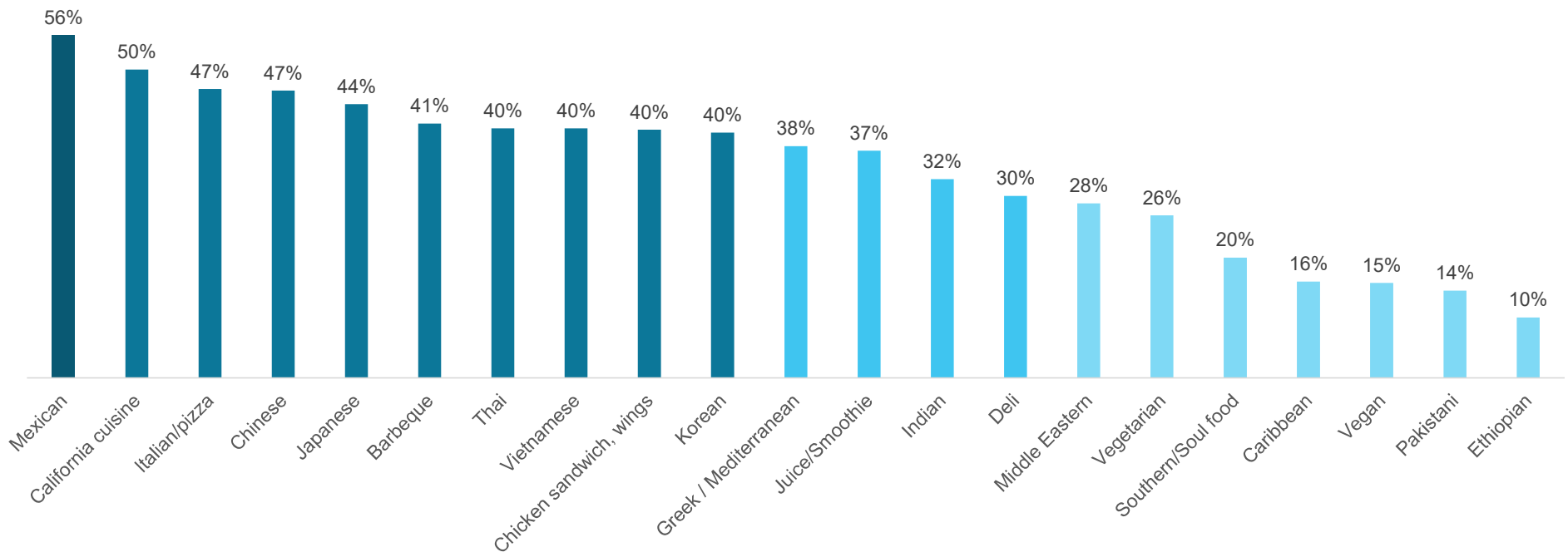
## What does healthy dining mean to you?



# Dining Preferences

## FOOD TYPE

*Which of the following styles of food would you regularly eat if it was available on campus?  
(Select all that apply)*



# Dining Preferences

## BRANDS

- › Campus community is more interested in seeing custom food venues that are tailored to them than national brands.

*To what extent do you agree with the following statements?*

*(% Strongly agree + Somewhat agree)*

<i><b>It is important that the dining program...</b></i>	<i>Students</i>	<i>Faculty/ Staff</i>
...provides <b>custom food venues</b> tailored specifically to our campus community.	94%	92%
...incorporates <b>national brands</b> in its food offerings.	52%	31%
<b>GAP</b>	<b>(42%)</b>	<b>(61%)</b>

# Dining Preferences

## DINING STYLE

- › Campus is looking for a variety of dining styles throughout the day, with grab-and-go most popular earlier in the day and fast casual and food trucks popular later in the day.
- › Interest in mobile ordering overall peaks during lunch.

BREAKFAST		
	Student	F/S
Grab-and-go	59%	49%
Packaged/Vending	25%	7%
Coffee only	26%	30%
Food truck	33%	38%
Fast food	33%	28%
Fast casual	32%	51%
AYCTE	34%	21%
Mobile ordering	32%	27%
Delivery	10%	11%

LUNCH		
	Student	F/S
Grab-and-go	45%	45%
Packaged/Vending	26%	11%
Coffee only	8%	4%
Food truck	53%	54%
Fast food	53%	42%
Fast casual	51%	82%
AYCTE	47%	33%
Mobile ordering	36%	40%
Delivery	14%	20%

DINNER		
	Student	F/S
Grab-and-go	39%	37%
Packaged/Vending	24%	14%
Coffee only	6%	1%
Food truck	48%	53%
Fast food	48%	32%
Fast casual	50%	75%
AYCTE	49%	31%
Mobile ordering	36%	27%
Delivery	15%	20%



# Dining Preferences

## MOBILE ORDER + DELIVERY

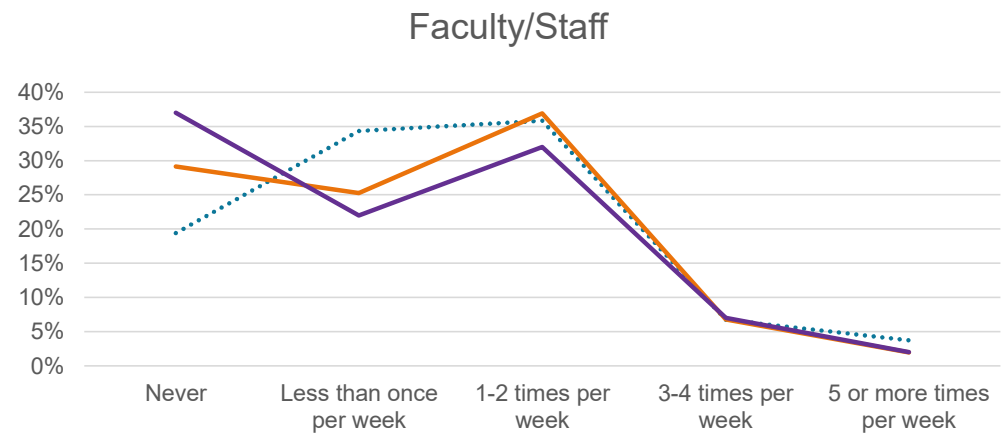
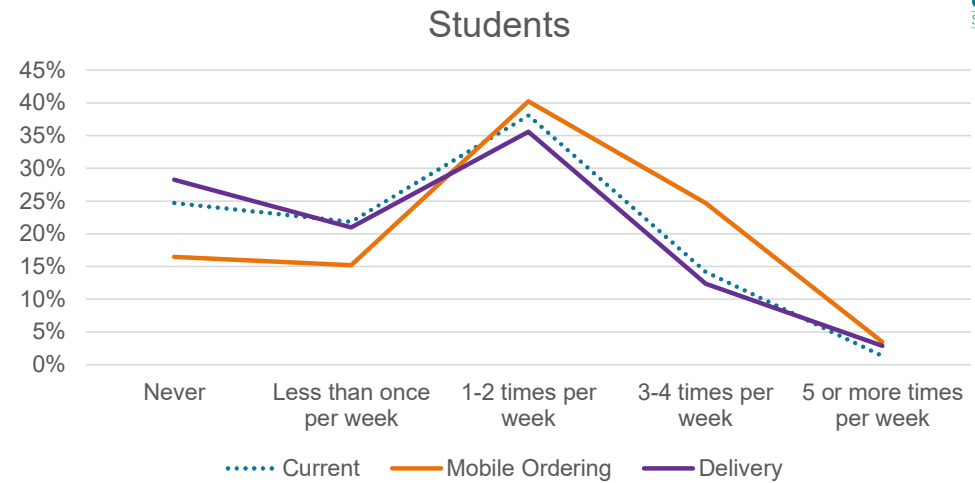
- › Mobile ordering and delivery aren't high priorities for either group, but students reported they would purchase a meal using mobile ordering more frequently than they currently do during a typical week.

*What would be a reasonable delivery fee?*

*Students*  
**\$2.20**

*Faculty/Staff*  
**\$1.72**

<i>Top 3 priorities the College should consider when making improvements to campus dining</i>	<i>Students</i>	<i>Faculty/Staff</i>
Provide mobile ordering	22%	10%
Provide food delivery services	4%	1%

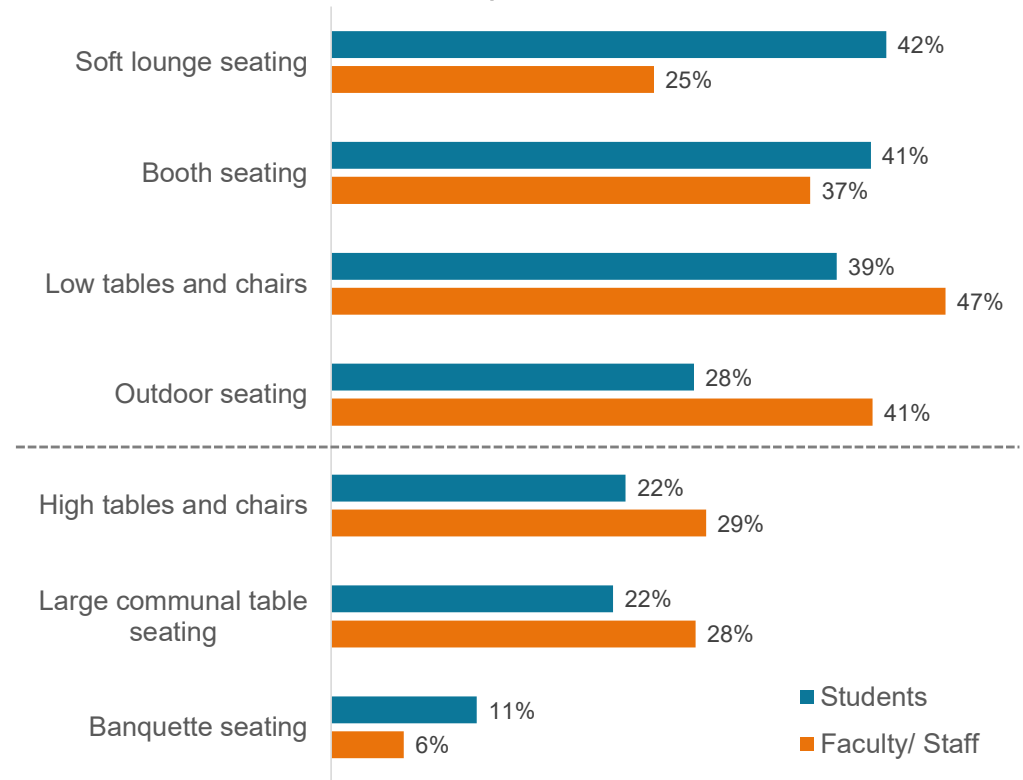


# Dining Preferences

## CAMPUS CENTER

- › Both groups are interested in booth seating and low tables and chairs, but students also want to see soft lounge seating. Faculty/staff are interested in outdoor seating.

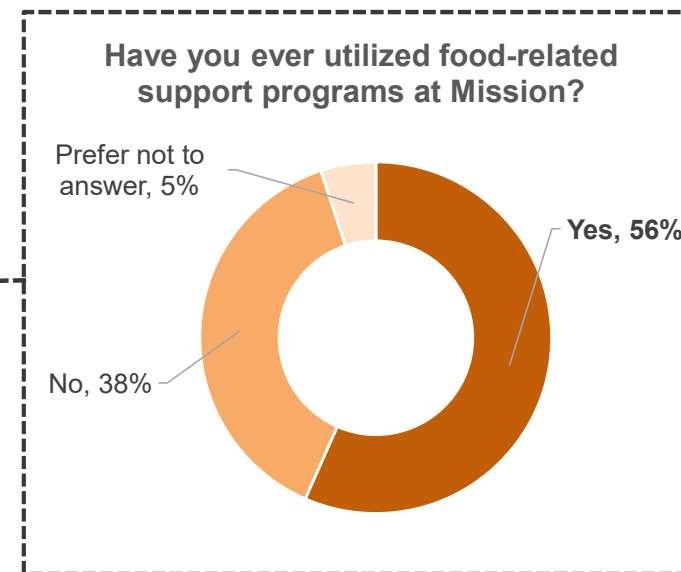
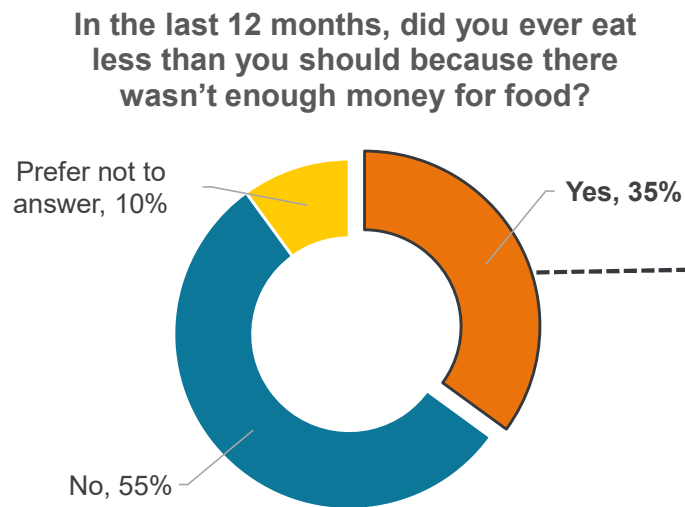
What types of seating would you like to see in the Campus Center?



# Food Insecurity

## STUDENTS

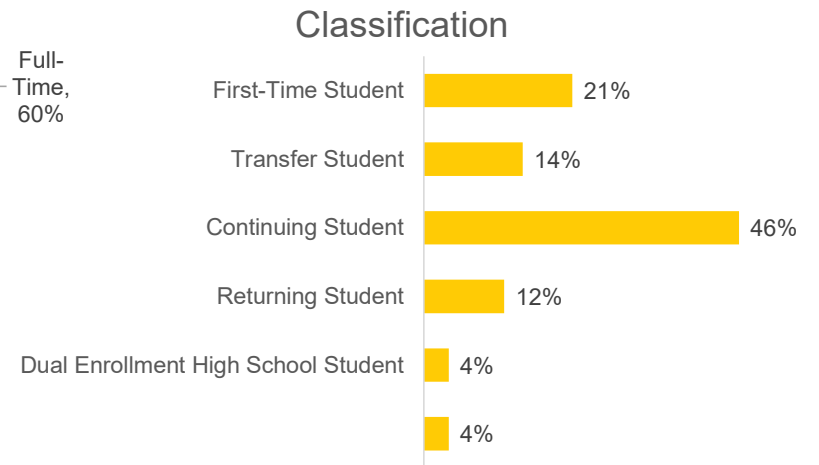
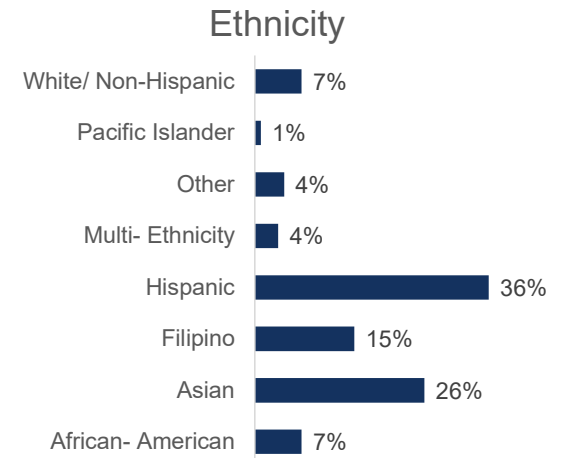
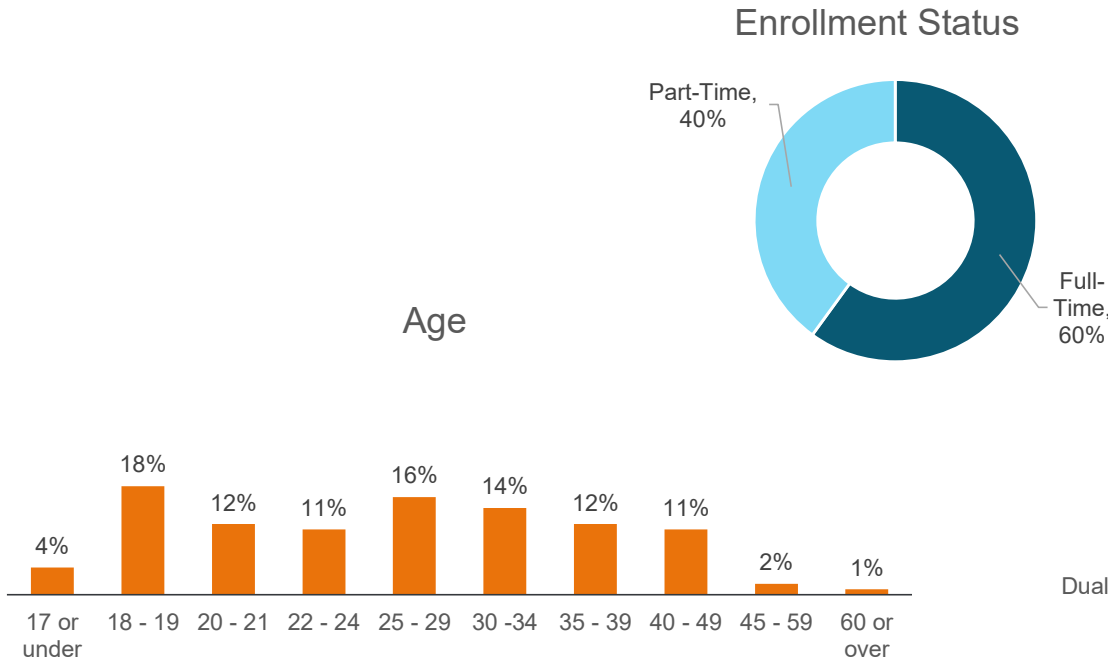
- › 97 students (30% of student respondents) currently consider their access to food unstable or insecure, and 112 students (35%) experienced food insecurity in the past 12 months.
- › Half of students who reported experiencing food insecurity the last 12 months have utilized Mission food-related support programs.



# Food Insecurity

## STUDENTS

> *Students who experienced food insecurity in the past 12 months:*

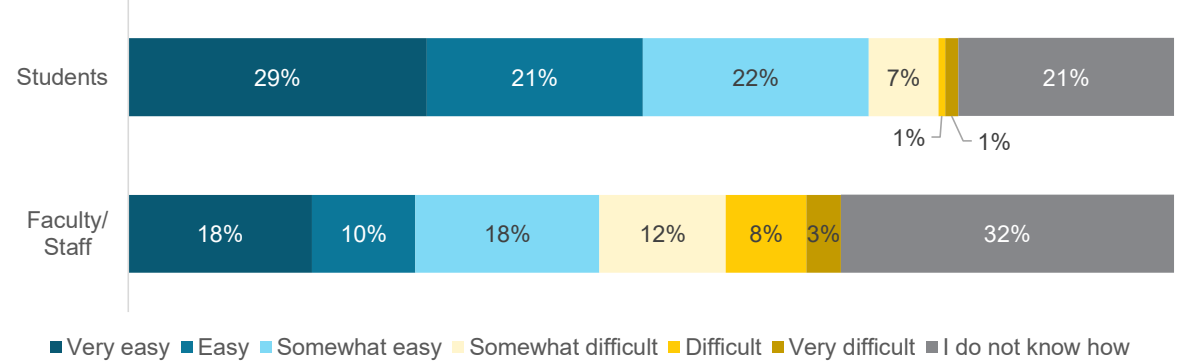


# Communications

## DINING FEEDBACK

- › Students generally find it easy to provide feedback about campus dining services, and only 21% said they don't know how to provide feedback.
- › Faculty and staff are less connected to dining services and find it harder than students to provide feedback.

*How easy is it to provide feedback about dining services?*



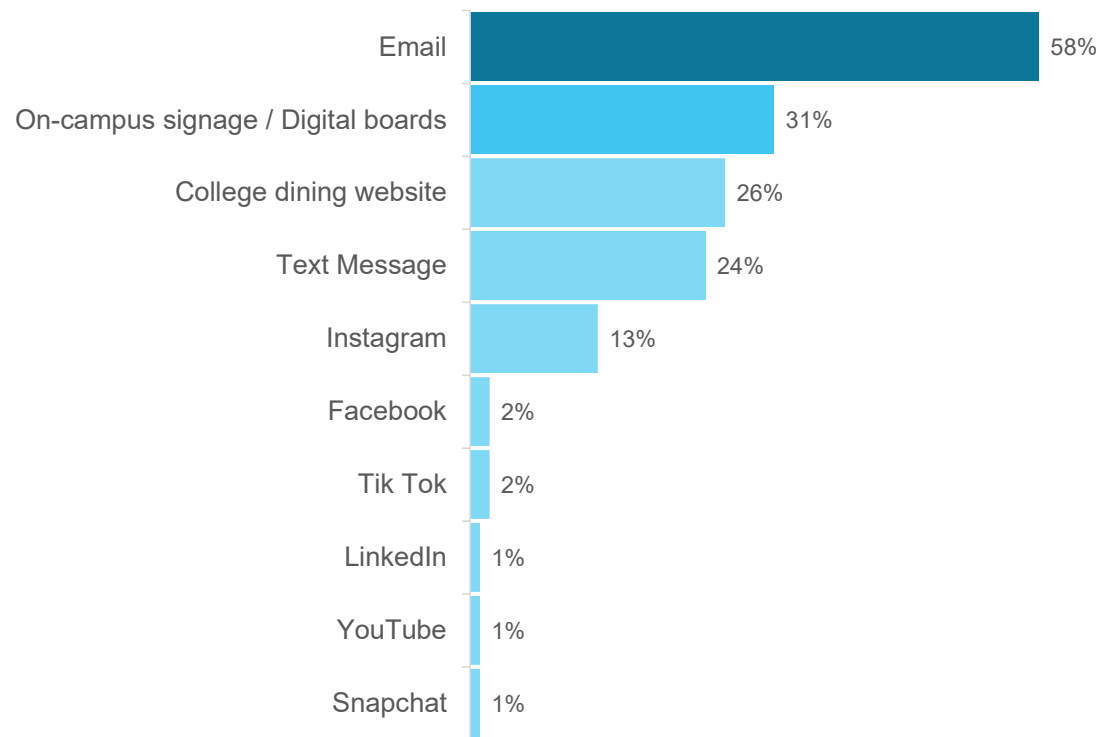
<i>What would be the most effective way to provide feedback?</i>		
	Students	Faculty/Staff
Comments Box / Online Form	49%	52%
Social Media	25%	19%
On-Site Liaison	10%	13%
I do not want to provide feedback	11%	3%

# Communications

## INFORMATION + EVENTS - STUDENTS

- › Email and on-campus signage are the two main preferred ways for students to get information about dining-related events.

*How would you prefer to get information about dining-related events?*

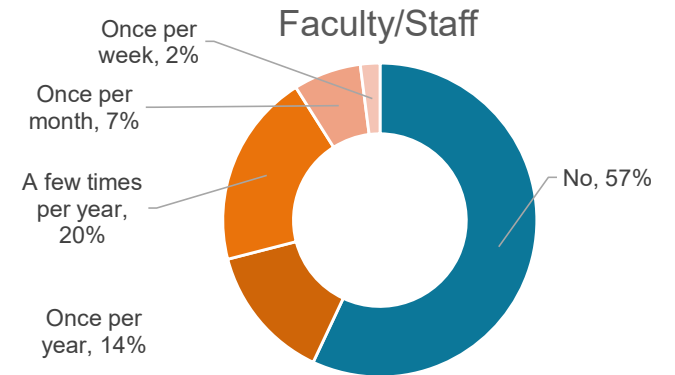
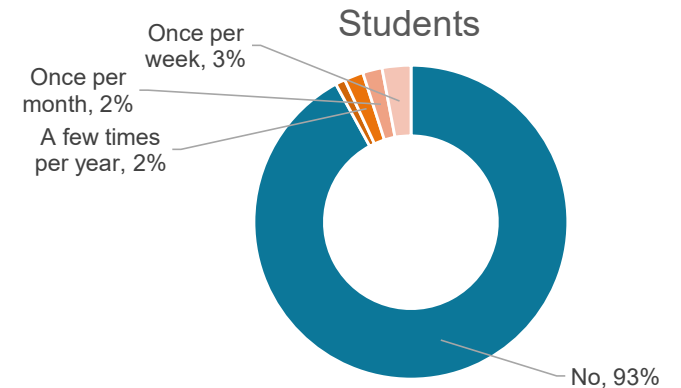


# Catering

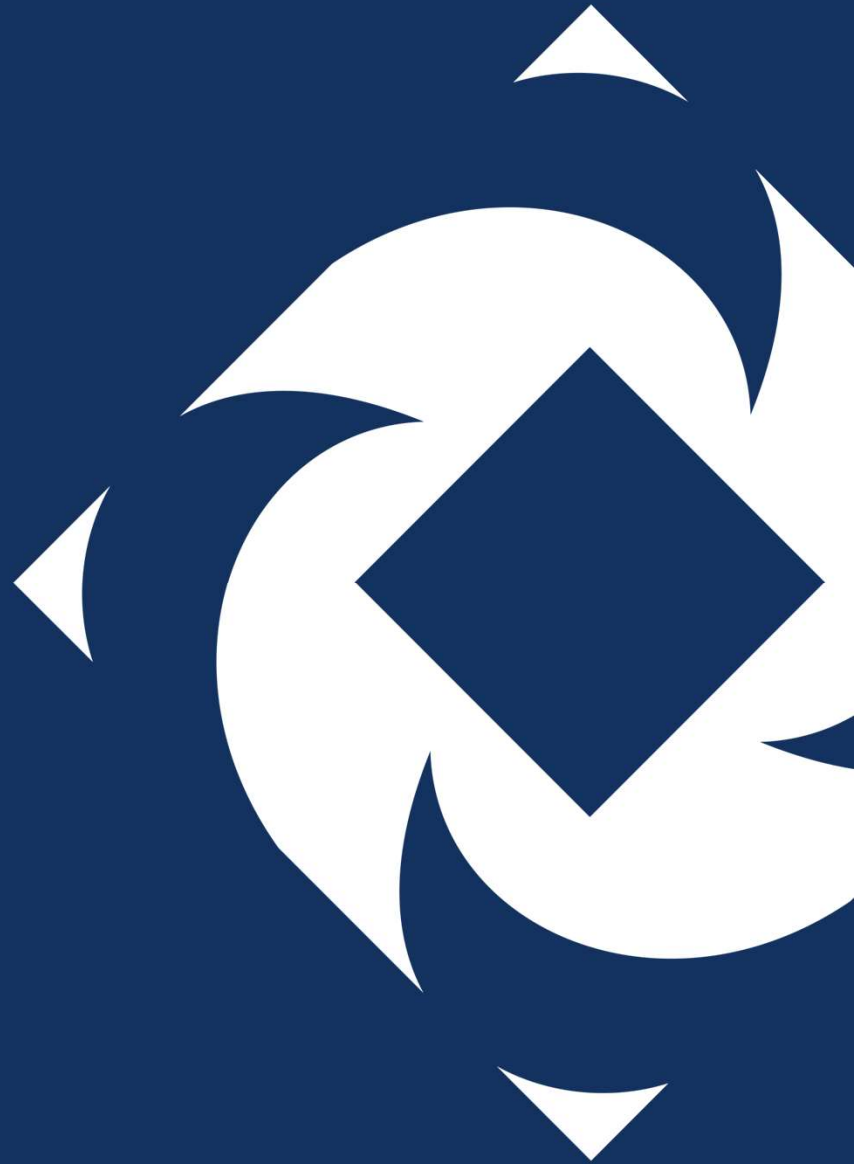
## OVERVIEW

### Responsibility for Catering

Most important factors in caterer selection:	Students	Faculty/Staff
Menu pricing	50%	86%
Food quality	71%	69%
Food variety	33%	38%
Service reliability	33%	38%
Service quality	29%	14%
Convenience	0%	14%
Event management	13%	10%
Event location	8%	10%
Supporting College's catering program	8%	5%
Payment options	8%	0%
Alcohol availability	0%	0%



# DINING FACILITIES CONSIDERATIONS

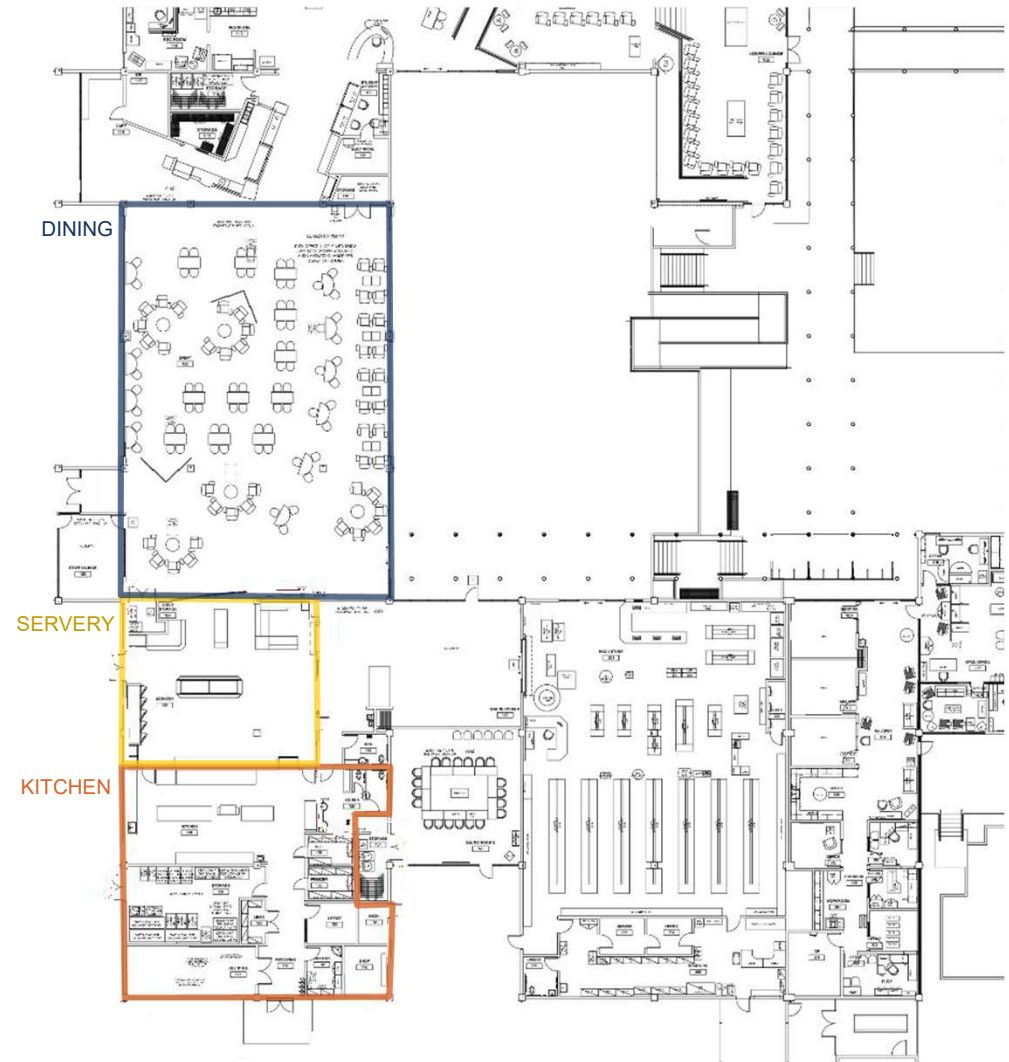




# Facilities

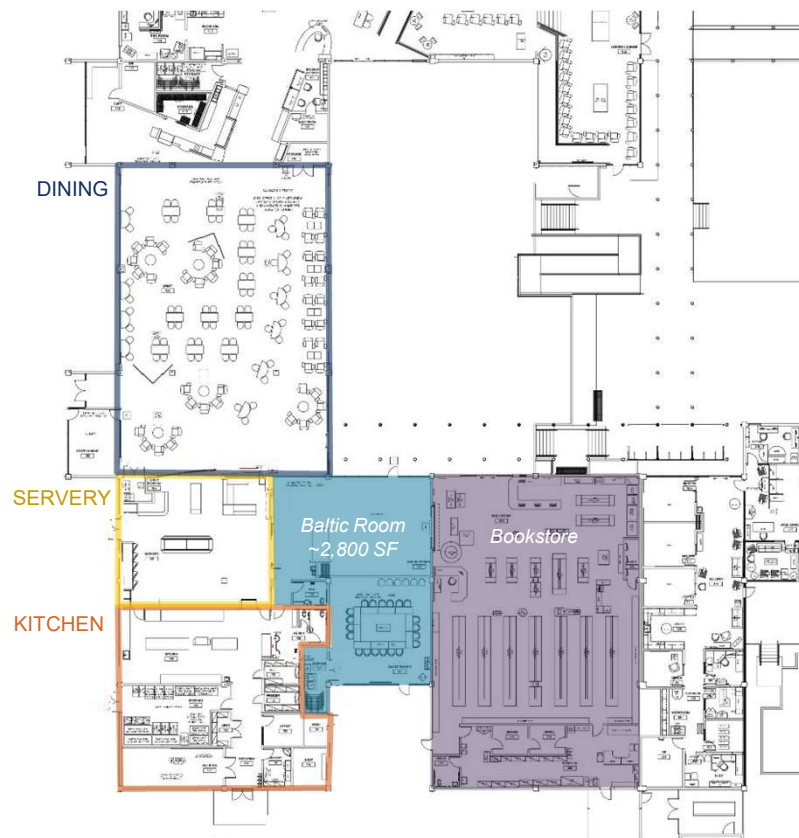
## WEST VALLEY COLLEGE

- › The existing kitchen area is adequate for campus demand; improving the servery will likely improve perceptions.
- › The current dining space furnished with banquet-style tables and seating is not conducive to expressed goal of the dining program contributing to community building.



# Facilities

## WEST VALLEY COLLEGE



### RECOMMENDATIONS

- ❑ Renovate the existing dining space to optimize for daily dining use and encourage socializing/gathering with:
  - Smaller low tables and chairs
  - Booth seating
  - Soft lounge seating within or adjacent to the dining area
- ❑ Improve outdoor seating area on adjacent plaza.
- ❑ Renovate and refresh the servery area.
- ❑ Consider additional program changes within the context of a comprehensive Campus Center plan:
  - Potential seating or program expansion into adjacent Baltic Room space.
  - Renovation of the existing bookstore space for alternate use as event/meeting space to be used by student organizations and campus departments.

# Facilities

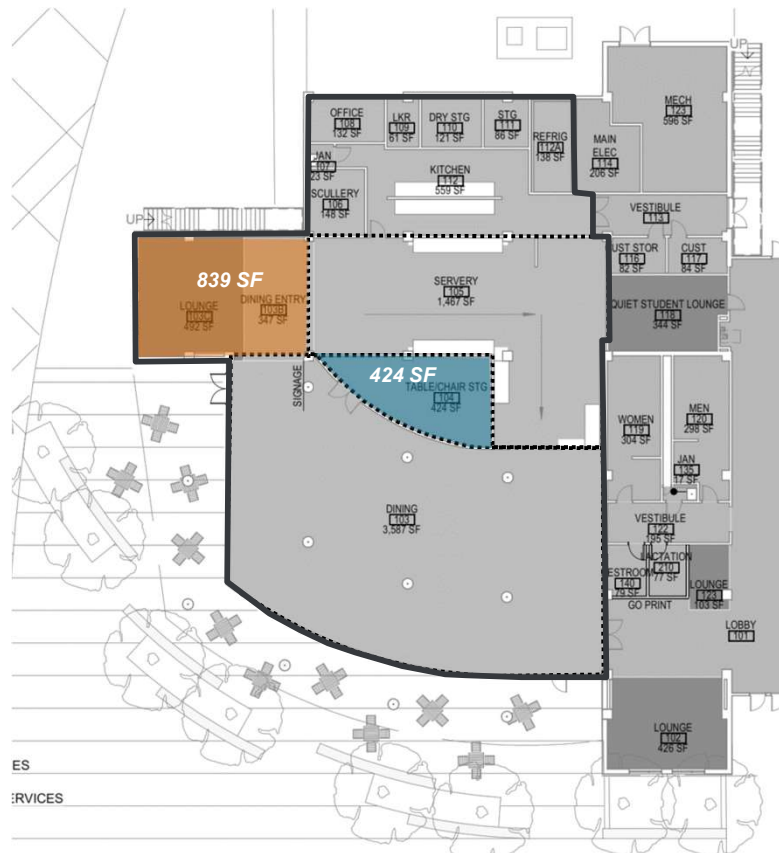
## MISSION COLLEGE

- › Kitchen lacks adequate space to provide the variety of food options required to meet market demand or support any significant level of catering.
- › The current servery lacks transparency into the dining seating area.
- › The current seating area does not meet the expressed goal of the dining program contributing to community building. The existing furnishing do not encourage use of the space as a gathering space for students.



# Facilities

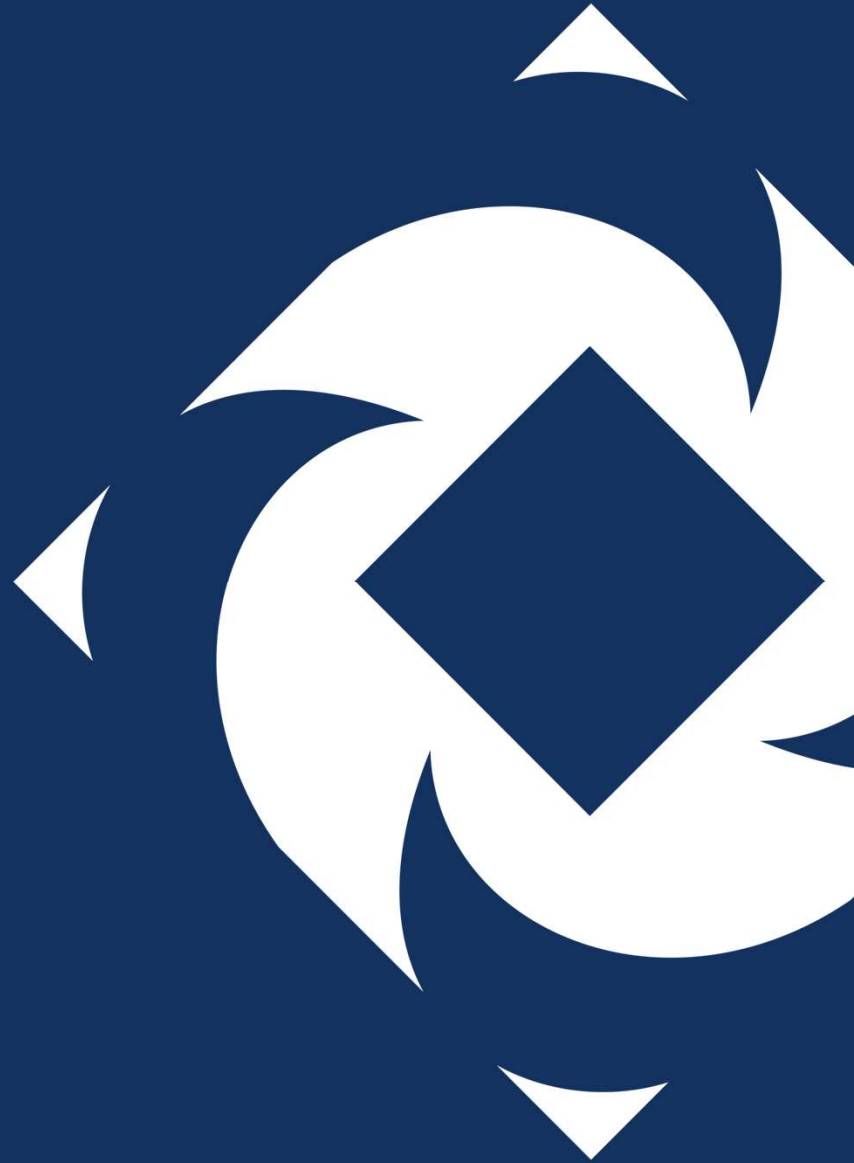
## MISSION COLLEGE



### RECOMMENDATIONS

- ❑ Re-allocate existing dining and adjacent spaces to expand the kitchen, creating a true kitchen with adequate facilities to support catering.
- Remove the central storage room and modernize the servery to create more transparency into dining area and improved entry/exit flow.
- ❑ Refresh the dining space with a variety of seating styles:
  - Low tables and chairs
  - Booth seating
  - Soft lounge seating
- ❑ Improve outdoor seating areas with updated seating.
- ❑ Consider any dining improvements within the context of a broader Campus Center planning effort.

# SAV WORK SESSION MATERIALS



# SAV Process

## SAV PURPOSE + OUTCOME CATEGORIES

### THE SAV PROCESS DOES NOT...

*Modify WVM CCD's mission or introduce new values*

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### THE SAV PROCESS SEEKS TO...

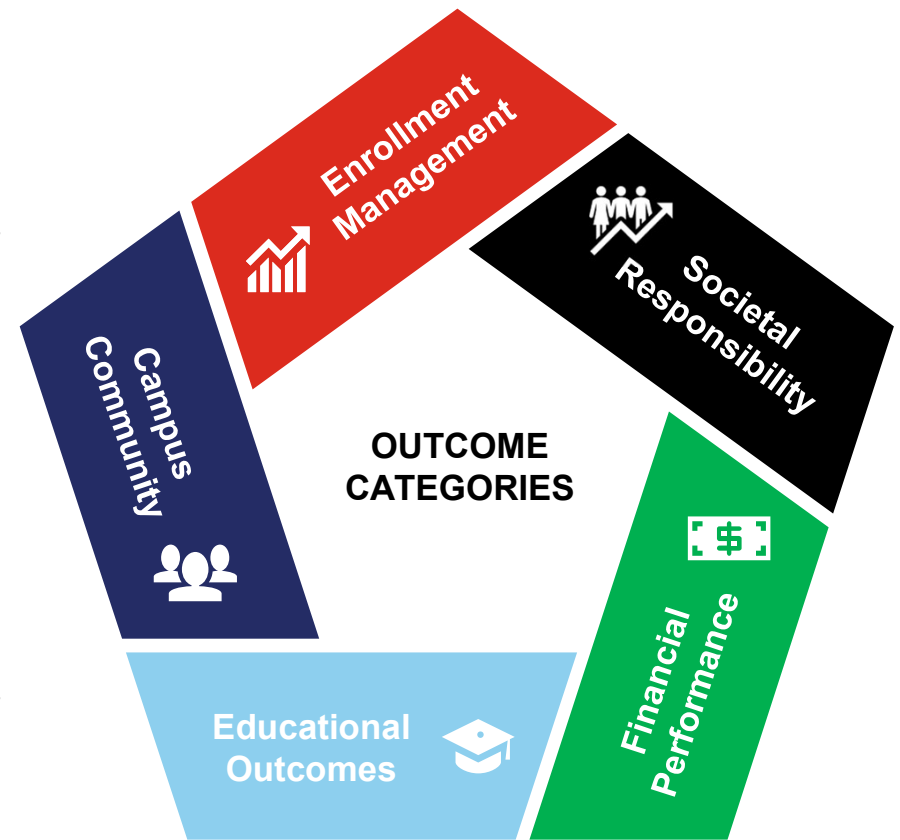
*Facilitate diverse stakeholder involvement in the planning process*

*Create criteria that allow for innovative solutions and streamlined decision making*

*Ground the objectives in WVM CCD's ideals to ensure consistency and mission alignment*

---

**Outcome categories related to mission and purpose are evaluated for their importance and current attainment levels**



# Strategic Asset Value

## OUTCOME CATEGORIES OVERVIEW

### › Enrollment Management

- Competitive Amenity
- Brand Driver

### › Educational Outcomes

- Out-of-Classroom Learning
- Campus Community Health + Wellness
- Student Employment + Professional Development
- Staff Leadership + Professional Development

### › Campus Community

- Central Gathering Places
- Faculty / Staff / Student Interaction
- Food Security

### › Financial Performance

- Financial Accessibility / Affordability
- Operating Expense Management

### › Societal Responsibility

- Culture of Environmental Sustainability
- Social Justice
- Economic Impact



## ENROLLMENT MANAGEMENT

**Competitive Amenity**

**Brand Driver**





## ENROLLMENT MANAGEMENT

### Competitive Amenity

# 1

#### Not A Key Driver of Decision

While dining services are an important part of the student experience, the belief is students should be motivated to attend MC/WVC based on the quality of the academic programs, institutional profile, and campus locations only; **the dining programs are NOT seen as contributing to MC's/WVC's brand or competitive advantage.**

# 10

#### Driving Factor in Decision

It is critically important to MC/WVC to align its campus dining experiences with the values and quality of the institutions' brands. Not only do the **dining programs** align with the institutional brands but **are positioned as equally important as other aspects to the student experience.**

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## ENROLLMENT MANAGEMENT

### Brand Driver

# 1

#### Private Market

Dining is to be provided by the off-campus market and there is **no real interest in extensive on-campus dining operations or services**. Meal plans **are not required**, and meal plan options are not provided.

# 10

#### Institutional Market

Providing dining options **at all hours**, in **convenient locations** is a critical objective and **responsibility of the institutions**. Meal plans are required for all students and should be as flexible as possible to accommodate a variety of student lifestyles.

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## EDUCATIONAL OUTCOMES

Out-of-Classroom Learning

Campus Community Health + Wellness

Student Employment + Professional Development

Staff Leadership + Professional Development



## EDUCATIONAL OUTCOMES

### Out-of-Classroom Learning

# 1

#### Nutrition As Fuel

Academic learning and student development are recognized as two distinct processes; therefore, the institutions **view its dining programs as primarily utilitarian in function, with its principal goal being to meet its members' basic dietary needs** so they can fulfill their academic pursuits.

# 10

#### Integral Part of Students' Education

Dining services is **expected to be an integral part of the institutions' educational environments.** Creating **food literacy** through out-of-classroom learning opportunities related to **food preparation, sourcing, nutrition, etc.** is expected, as is facilitating educational faculty / student **interactions over meals in an informal environment.**

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## EDUCATIONAL OUTCOMES

### Campus Community Health + Wellness

# 1

#### Self-Directed

The development of **life-long nutrition and healthy lifestyle skills is self-directed by students**. MC/WVC do not feel obliged to provide on-campus educational resources and expects students to gain these skills and awareness elsewhere.

# 10

#### Institutional Obligation

MC/WVC view the development of healthy lifestyle awareness and life-long skills to be a **core obligation** of the institutions through the campus dining programs. **Resources must be committed to ensure that all students are exposed to and engaged in dining educational programs** to develop food literacy throughout their time on campus.

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## EDUCATIONAL OUTCOMES

### Student Employment + Professional Development

# 1

#### Employment

Dining services employs students as cost-effective labor and provides opportunities for on-campus employment. While some on-the-job-learning occurs, **the institutions do not expect dining management to develop and implement extensive skill-building or career development programs.**

# 10

#### Career Experience

The institutions view student employment in dining services as an **opportunity to provide significant career training, experiential learning, and business management experiences**, likely in collaboration with academic programs. Dining management and staff take time to train students on both individual tasks and the larger culinary/business enterprise.





## EDUCATIONAL OUTCOMES

### Staff Leadership + Professional Development

# 1

### Employment

The institutions do not feel obligated to invest in development opportunities for dining services' hourly or professional staff. The **local market has sufficient resources and skilled labor to continuously fulfill the dining programs' skilled staffing needs.**

# 10

### Career Development

The institutions view staff **employment in dining services as an opportunity to invest in career development and progression to continuously grow dining staff members' expertise and invest in internal talent development** for the overall benefit of the programs and the campus dining experiences.





## CAMPUS COMMUNITY

**Central Gathering Places**

**Faculty / Staff / Student Interaction**

**Food Security**





## CAMPUS COMMUNITY

### Central Gathering Places

# 1

#### Transactional

Dining facilities and services are NOT seen as central community spaces. The **dining experiences are not expected to foster interaction and engagement** among students, faculty, and/or staff. Campus community members should be encouraged to dine and then leave.

# 10

#### Central Hubs / Nodes

Dining facilities and experiences should be leveraged as **primary tools for creating and strengthening relationships** between different members of the campus communities.

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## CAMPUS COMMUNITY

### Faculty / Staff / Student Interaction

# 1

#### Student-Centric

Dining programs, services, and facilities are primarily for students.

# 10

#### Broad Campus Engagement

Dining programs, services, and facilities should **prioritize and maximize interactions** between students, faculty, and staff.





## CAMPUS COMMUNITY

### Food Security

# 1

#### Market-Reliant

MC/WVC do not view food security as an institutional obligation. As such, the institutions **rely on local public community food pantries and assistance programs** to combat food insecurity among students, faculty, and staff. **Relying upon campus dining to address insecurity is not a priority.**

# 10

#### Core Institutional Responsibility

MC/WVC are **responsible for ensuring that all students, faculty, and staff have access to a balanced and nutritious diet.** As such, the institutions operate robust on-campus food pantries, programs to supply food/assistance, and **alleviate barriers for those at risk to utilize on-campus dining to address food insecurity.**

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## FINANCIAL PERFORMANCE

Financial Accessibility / Affordability

Operating Expense Management



## FINANCIAL PERFORMANCE

### Financial Accessibility / Affordability

# 1

#### Remove Cost Barriers

The **cost for campus community members to utilize campus dining must be minimized** to remove barriers for participation. Pricing and meal plan offerings are below-market. The dining system **does not need to break even**, and **institutional subsidization is expected**, acceptable, and appropriate to minimize costs to campus community members.

# 10

#### Program-Driven Costs

Campus dining is seen as a tool to amplify and differentiate the institution. **Pricing and meal plan offerings are at or above market rate to achieve positive financial performance** and other strategic objectives. **All costs associated with the programs are passed along to customers** even if that creates barriers for some campus community members to participate.





## FINANCIAL PERFORMANCE

### Operating Expense Management

**1 Surplus Maximization**

Campus dining is expected to be financially self-sufficient and return surpluses to the institutions to help fund non-dining priorities. Operating expenses are expected to be kept as low as possible with tight accounting to maximize cash flow.

**10 Institution-Sponsored**

The institutions pursue the highest levels of service and a wide range of high-quality brands, programs, and personnel to pursue strategic objectives. It is expected that the institutions / District will subsidize the dining programs' operations.





## **SOCIETAL RESPONSIBILITY**

**Culture of Environmental Sustainability**

**Social Justice**

**Economic Impact**



## SOCIETAL RESPONSIBILITY

### Culture of Environmental Sustainability

# 1

#### Not Critical

The institutions' missions and values do not require the dining program to reflect a culture of sustainability or to celebrate or promote overtly any sustainability activities.

# 10

#### Mission-Critical

The institutions' missions and values require sustainability concepts to permeate all aspects of the institutions. As such, dining must serve as a showcase for the Colleges'/District's commitments to environmental sustainability.







## SOCIETAL RESPONSIBILITY

### Social Justice

# 1

#### Self-Directed

Raising and engaging issues pertaining to social justice is **not a core responsibility of the institutions**. As such, dining is not relied upon to expose and engage campus community members around social justice issues (e.g., equity, inclusion, economic justice, etc.).

# 10

#### Catalyze Civic Engagement

MC/WVC consider **actively raising issues related to social justice as a core institutional obligations**. As such, dining should serve as a **catalyst for initiating dialogue and action** around a wide range of issues facing society. Dining decision-making, programs, and partnerships reflect a clear commitment to advancing social justice initiatives.

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## SOCIETAL RESPONSIBILITY

### Economic Impact

# 1

#### Internally Focused

MC/WVC does not rely upon the dining program to generate local economic impact.

# 10

#### Community-Focused

The institutions view its dining programs as **important catalysts for local economic impact**. As such, dining is heavily relied upon to establish partnerships with local businesses, prioritize local sourcing, and emphasize hiring local community members.





## Campus Dining Initiative

**BOARD OF TRUSTEES  
PRESENTATION**

September 10, 2024



**Attachment G**  
**Current Dining Operating Hours**

Mission College:

- Saints Café in the Campus Center:
  - Monday – Thursday: 8:00 a.m. – 7:00 p.m.
  - Friday: Closed
  - Saturday: Closed
  - Sunday: Closed
  
- KJs Café in the Student Engagement Center:
  - Monday – Thursday: 8:30 a.m. – 2:30 p.m.
  - Friday: Closed
  - Saturday: Closed
  - Sunday: Closed
  
- KJs Café in the Gilmor Center:
  - Monday – Thursday: 7:30 a.m. – 3:00 p.m.
  - Friday: Closed
  - Saturday: Closed
  - Sunday: Closed

West Valley College:

- WM Café in the Campus Center:
  - Monday – Thursday: 7:30 a.m. – 6:00 p.m.
  - Friday: Closed
  - Saturday: Closed
  - Sunday: Closed
  
- Drip Coffee in the Campus Center:
  - Monday – Thursday: 8:00 a.m. – 3:00 p.m.
  - Friday: Closed
  - Saturday: Closed
  - Sunday: Closed

**ATTACHMENT H - SERVERY AND KITCHEN EQUIPMENT INVENTORIES**

**MISSION COLLEGE**

Type	Manufacturer	Model #	Serial #	Location	Equip #	Alt Equip#	Condition	Repair or Replace
Fryer	American Range Corp	AF-45	120119-CO7298	COOK LINE	34063	RIGHT	GOOD	
Fryer	American Range Corp	AF-45	120119-CO8138	COOK LINE	34064	LEFT	GOOD	
Range/Oven	Jade Range	JTRH-4-36	150998-Z	COOK LINE	34061		GOOD	
Griddle	Jade Range			COOK LINE	34062		GOOD	
Steamer	Cleveland Range	21CET8	WC55145-98J-01	SERVE LINE	34078	208V 3PH	GOOD	
Convection Oven	MONTAGUE COMPANY	2-115A-G	A7-D11580E	COOK LINE	34065	TOP	GOOD/1994	
Convection Oven	MONTAGUE COMPANY	2-115A-G	A7-D11580E	COOK LINE	34066	BOT	GOOD/1994	
Reach In Freezer	SALVAJOR COMPANY	S-47	6349 1714 2006 0711	FRONT SELF SERVE	34028	SABA	GOOD	
Heat Lamp	Hatco Corp.	GRAH-30	2984951750	FRONT SELF SERVE ISLAND	34036		GOOD	
Heat Lamp	Hatco Corp.	GRAH-30	2984941750	FRONT SELF SERVE ISLAND	34037		GOOD	
Heat Lamp	Winco	ESH-1	ESH010007364	COOK LINE	34080		GOOD	
Brewer Coffee	Wilbur Curtis	SCD500GT62A000	11109999	FRONT SELF SERVE	34025		GOOD	
Brewer Coffee	Wilbur Curtis	FBPCGT5, 5HD	12128470	FRONT SELF SERVE	34038		GOOD	
Brewer Coffee	Wilbur Curtis	SCGEMTS10A1000	11033854	FRONT SELF SERVE	34039		GOOD	
Dishwasher	Champion Industries	DHB-M3	D1164	DISH ROOM	34075	3PH	GOOD	
Garbage Disposer	SALVAJOR COMPANY	200	14185	BACK KITCHEN	34070	208 1PH	GOOD	
Garbage Disposer	SALVAJOR COMPANY	200	11269	DISH ROOM	34077		GOOD	
Mixer	Hobart	A-200T	31-1167-655	BACK KITCHEN	34074	104568	GOOD	
Ice Machine - Cuber	Ice -O- Matic	KM-901MAJ	N19437K	BACK KITCHEN	34072		GOOD	
Slicer	Hobart	1712 R	11-341-182	SERVE LINE	34051	ML19526	GOOD	
Walk-in Cooler	American Panel Company	FW3477.11TWNL	26089 D-2	BACK KITCHEN	34079		GOOD	
Sandwich Prep. Cooler	Delfield Company			SERVE LINE	34059		OUT	REPLACE
Ice Cream Machine		SD-400E	22A0443976	FRONT SELF SERVE	34045	HAAGEN	GOOD	
Cold Pan	Piper Products	CCP-7-2	49557B	FRONT SELF SERVE ISLAND	34033		GOOD	
Cold Pan	Piper Products	CCP-4-2	49557C	FRONT SELF SERVE ISLAND	34034		GOOD	
Cold Pan	Piper Products	CCP-7-2	49557A	FRONT SELF SERVE ISLAND	34035		GOOD	
Wok Range	Jade Range			COOK LINE	34060		GOOD	
Grinder	Brewmatic Co.	5002516	3451989	FRONT SELF SERVE	34026		GOOD	
Steam Table	Piper Products	MD-2DM	49557D	FRONT SELF SERVE ISLAND	34032		GOOD	
Steam Table	WELLS MANUFACTURING	MOD500TDM	BZ1462	SERVE LINE	34056		OUT	REPLACE
Steam Table	WELLS MANUFACTURING	MOD400TDM	M4TD111800007	COOK LINE	34067		GOOD	
Pastry Case	Delfield Company	F5SC48N	88131602M	FRONT SELF SERVE	34040	LEFT	OUT	REPLACE
Pastry Case	Delfield Company	F5SC48N	88131601M	FRONT SELF SERVE	34041	RIGHT	FAIR/1998	
Pannini	Waring Products	WPG250	110807	SERVE LINE	34049		GOOD	
Pannini	Waring Products	WDG250	161108	SERVE LINE	34057		GOOD	
Reach In Cooler	Beverage-Air	HBRF 49HC-1-A	14311245	FRONT SELF SERVE	34027		GOOD	
Reach In Cooler	True Food Service Equipment	GDN-69	5293240	FRONT SELF SERVICE	34042	PEPSI	GOOD	
Reach In Cooler	True Food Service Equipment	GDM-26	1-4283683	FRONT SELF SERVE	34043	PEPSI	GOOD	
Reach In Cooler	QBD	PC8L	1GE161204372923	FRONST SELF SERVE	34044	STARBUCKS	GOOD	
Reach In Cooler	True Food Service Equipment	GDM-26-LD	8153523	FRONT SELF SERVE	34046	ODWALLA	GOOD	
Reach In Cooler	IMBERA-SA-DE-CV	VR06	6.54E+11	FRONT SELF SERVE	34047	COKE	GOOD	
Reach In Cooler		G-7S (IDW)	S201503270108	SERVE LINE	34048	NAKED	GOOD	
Reach In Cooler	Arctic-Air / Commercial	AR49E	436479	SERVE LINE	34053		GOOD	
Reach In Cooler	Arctic-Air / Commercial	AR49E	436501	SERVE LINE	34058		GOOD	

Type	Manufacturer	Model #	Serial #	Location	Equip #	Alt Equip#	Condition	Repair or Replace
Reach In Cooler	Victory Refrigeration Co.	RS-2D-S7-EW	M9833342	BACK KITCHEN	34073		GOOD	
Salad Prep Cooler	True Food Service Equipment	TSSU-72-30M-B-ST	8122169	SERVE LINE	34052		GOOD	
Freezer	True Food Service Equipment	T-23DT	6841132	COOK LINE	34069	BOT	GOOD	
Cooler	True Food Service Equipment	T-23DT	6841132	COOK LINE	34068	TOP	GOOD	
Reach Thru Cold		SD23-SDSS-FZ		SERVE LINE	34054		GOOD	
Under Counter Cooler	Delfield Company	4448	393319-T	SERVE LINE	34050		OUT	REPLACE
Soup Well	Vollrath Anvill Redco Company	HWBH-11QTD	2688541740	FRONT SELF SERVE ISLAND	34029	LEFT	GOOD	
Soup Well	Vollrath Anvill Redco Company	HWBH-11QTD	2688521740	FRONT SELF SERVE ISLAND	34030	MID	GOOD	
Soup Well	Vollrath Anvill Redco Company	HWBH-11QTD	2688511740	FRONT SELF SERVE ISLAND	34031	RIGHT	GOOD	
Warming Cabinet	Victory Refrigeration Co.	HSA-1D7-EW	M9833332	SERVE LINE	34055		GOOD	
Controller	SALVAJOR COMPANY			BACK KITCHEN	34071		GOOD	
Controller	SALVAJOR COMPANY			DISH ROOM	34076		GOOD	

#### WEST VALLEY COLLEGE

Type	Manufacturer	Model #	Serial #	Location	Equip #	Alt Equip#	Condition	Repair or Replace
Fryer	Imperial Cooking Equipment	IFS-40	025398-15	FRONT COOK LINE	34000		GOOD	
Fryer	Vulcan Wolf ITW	1GR45M-1	DV1110265	BACK KITCHEN	34009		GOOD	
Walk-In Freezer	Norlake Inc.	W33938	12010098	BACK KITCHEN	34020		GOOD	
Range/Oven	Vulcan Wolf ITW	60CS-36GT4BN	481940022	BACK KITCHEN	34008		GOOD	
Griddle	Vulcan Wolf ITW			FRONT COOK LINE	34001		GOOD	
Combi-Oven	UNOX	XAV605EP	209MM0071885	BACK KITCHEN	34011		GOOD	
Convection Oven	Vulcan Wolf ITW	VC4GD-11D350K	481936226	BACK KITCHEN	34012	TOP	GOOD	REPAIR
Convection Oven	Vulcan Wolf ITW	VC4GD-11D350K	481936229	BACK KITCHEN	34013	BOT	GOOD	
Reach In Freezer	Minus Forty	22-USGF-X1-1C000-BK-NEST	311210-23A00	FRONT SELF SERVE	33977	HAAGEN	GOOD	
Heat Lamp	Vollrath Anvill Redco Company	727230271	J210-01223249-001	FRONT SERVE	33990		GOOD	
Heat Lamp	Vollrath Anvill Redco Company	727170271	J210-01223247-001	FRONT SERVE	33994		GOOD	
Brewer Coffee	Bunn - O - Matic	CWTF TWINN-APS	TWIN064522	FRONT SELF SERVE	34021		GOOD	
Brewer Coffee	Bunn - O - Matic	FMD DBC-3	FMD0115587	FRONT SELF SERVE	34022		GOOD	
Dishwasher	Hobart	LT1	EWLT1-19017	BACK KITCHEN	34015	ML104289	GOOD	
Garbage Disposer	In-Sink-Erator	SS300-25	8109062375	BACK KITCHEN	34016	3PH	GOOD	
Ice Machine - Cuber	Hoshizaki	KM-901MAH	G04617C	BACK KITCHEN	34018		GOOD	
Slicer	Hobart	2712	56-1315-486	BACK KITCHEN	34014	ML134235	GOOD	
Walk-in Cooler	Norlake Inc.	W33938	12010098	BCK KITCHEN	34019		GOOD	
Range Top	Vulcan Wolf ITW	VHP424-1	650182182	FRONT COOK LINE	34003		GOOD	
Tilt Skillet	GROEN			BACK KITCHEN	34010		GOOD	
Sandwich Prep. Cooler	True Food Service Equipment	TSSU-60-06-HC	9657993	FRONT SERVE	33995		GOOD	
Cold Pan	Vollrath Anvill Redco Company	FAC-5	J252-01231160-001	FRONT SELF SERVE	33981		GOOD	
Cold Pan	Vollrath Anvill Redco Company	FAC-5	J252-01231160-002	FRONT SELF SERVE	33982		GOOD	
Cold Pan	Vollrath Anvill Redco Company	FC-4C-02120-N	J210-01223191-001	FRONT SERVE	33988		GOOD	
Cold Pan	Vollrath Anvill Redco Company	23999-2Z	K48-1213068	FRONT SERVE	33992		GOOD	
Sandwich Grill				FRONT COOK LINE	33999		GOOD	
Grinder	Wilbur Curtis	DHG-10	1320	FRONT SELF SERVE	34024		GOOD	
Charbroiler	Vulcan Wolf ITW			FRONT COOK LINE	34002		GOOD	REPAIR
Charbroiler	Imperial Cooking Equipment	IRB-60		BACK KITCHEN	34007		GOOD	REPAIR
Steam Table	Vollrath Anvill Redco Company	FC-4DH-05208-T	J189-01213611-001	FRONT SERVE	33989		GOOD	
Steam Table	Vollrath Anvill Redco Company	FC-4DH-04208-T	J189-01213609-001	FRONT SERVE	33993		GOOD	
Vertical Broiler				FRONT COOK LINE	33998		GOOD	

Type	Manufacturer	Model #	Serial #	Location	Equip #	Alt Eqp#	Condition	Repair or Replace
Toaster Conveyor	Hatco Corp.	TQ-800BA	4285050737	FRONT COOK LINE	33997		GOOD	
Pannini	Waring Products	WPG250		FRONT COOK LINE	33996		GOOD	
Reach In Cooler	Victory Refrigeration Co.	DRS-2D-S7-LD	B1200119	FRONT SELF SERVE	33974		GOOD	
Reach In Cooler	QBD	PC8L-HC	1GU181204480899	FRONT SELF SERVE	33975	GOODNESS	GOOD	
Reach In Cooler	Red Bull	RB-GDCT ECO LED	1401-146000	FRONT SELF SERVE	33976	RED BULL	GOOD	
Reach In Cooler	Duracold	401B-O-X-NT-CF-L-NL-U-L	1765884-001	FRONT SELF SERVE	33983		GOOD	
Reach In Cooler	True Food Service Equipment	T-23	7289618	FRONT SERVE	33984		GOOD	
Reach In Cooler	Traulsen & Company Inc.	G20010	T51601A19	BACK KITCHEN	34004		GOOD	
Reach Thru Cold	Traulsen & Company Inc.	ARI232LPUT-FHS	T52370A19	BACK KITCHEN	34005		GOOD	
Soup Well	Vollrath Anvill Redco Company	747	J013-00413182-138	FRONT SELF SERVE	33978		GOOD	
Soup Well	Vollrath Anvill Redco Company	747	J013-00413182-141	FRONT SELF SERVE	33979		GOOD	
Soup Well	Vollrath Anvill Redco Company	747	J013-00413182-201	FRONT SERVE	33986		GOOD	
Soup Well	Vollrath Anvill Redco Company	747	J013-00413182-237	FRONT SERVE	33987		GOOD	
Warming Cabinet	Win-Holt Equipment Group		11111098	FRONT SERVE	33985		GOOD	REPAIR
Heated Counter Top	Vollrath Anvill Redco Company	7277048	J099-01174740-003	FRONT SERVE	33991		GOOD	
Tea Brewer	Bunn - O - Matic	TB3Q/TD4T	TU00246691	FRONT SELF SERVE	34023		GOOD	
Low Boy Refrigerator				FRONT COOK LINE	34006		OUT	REPLACE
Controller	In-Sink-Erator	CC202D-3	8119331117	BACK KITCHEN	34017	3PH	GOOD	