Request for Proposals (RFP) No. 2057

Cafeteria Food Services
For
Rio Hondo Community College District

Date Issued: July 10, 2017

Response Closing Date / Time: August 7, 2017 @ 2:00 pm (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.
1. **Background about Rio Hondo College:**

   Rio Hondo Community College ("District") was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries. The District also provides transfer, vocational, and short-term courses for roughly 13,000 full-time equivalent students; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five-member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

2. **Objectives of the Project:**

   A. **General**

      In 2011, the District constructed a Student Union Building which housed a Dining Facility ("Rio Café") that was designed to have a capacity of up to 300 people, a fully equipped preparation kitchen, storage rooms, walk-in freezer, refrigerator and an office. Rio Café was envisioned to provide daily dining for students, faculty and staff, and also for special events.

   B. **Financial Objectives**

      1. The District is soliciting proposals from qualified firms ("Contractor") to operate food, dining and beverage services (including catering) and to procure, prepare and sell such food items ("Services") on Campus; as described in Exhibit A ("Scope of Work").

      2. The District is interested only in proposals that operate on a non-subsidized financial model and provide a return to them, as a percentage of all sales, to cover a portion of the overhead costs.

      3. **Revenue Payment** - The District will be interested to consider proposals providing a guaranteed amount or revenue payment of 7% or more of the monthly/quarterly gross sales (retail & catering) to the District and/or combined with other financial considerations, such as but not limited to, capital investment on equipment and providing scholarships/donations in support of the District. Revenue payments will be made monthly/quarterly in arrears with backup showing the gross sales for that prior period (itemized for each operation). The District will have the right to review the revenue report from all operations.

   C. **Cafeteria Menu Choices / Service Wares**

      1. Rio Café was designed to provide popular foods and beverages for sale in a speedy service setting. Patrons will enter the servery area, consult the menu and servery station signs, and then proceed to the stations of their choice.

      2. The servery has a modified straight-line design, encouraging patrons to move within the space to different stations without waiting in one line. Many stations may be self-service-others will be attended. Patrons then move to the cashier stations to pay for their selections, and then select their beverage, and then proceed to a dining room.

      3. Service wares are expected to be disposable, except for the trays.

      **NOTE:** The interested Contractor is encouraged by the District to include in its proposal a process flow that will result in an efficient and effective order/fulfillment cycle for Patrons.

3. **Definition of Terms:**

   A. The designation and reference of **District** and **Campus** refers to Rio Hondo Community College District, a political subdivision of the State of California.
B. **Bidder** and **Contractor** and **Firm** refers to companies which choose to submit Proposals to this RFP and used interchangeably within this document.

C. **Proposal** and **RFP** are used interchangeably within this document.

D. **Contract** and **Agreement** are used interchangeably within this document.

E. **Rio Café, Dining Facility** and **Cafeteria** are used interchangeably within this document.

4. **Term:**

   The term of this Agreement shall be for a period of three (3) years from effective date and with an option for additional two (2) annual renewals.

5. **RFP Schedule:**

   The following are the schedule of events for this solicitation:

   - **RFP Issued** July 10, 2017 (Fri)
   - **Pre-Proposal Conference** July 14, 2017 (Fri) @ 10:00 AM (PST)
   - **Last Day for Submission of Questions from Bidders** July 28, 2017 (Fri) @ 2:00 PM (PST)
   - **Due Date and Time for Submission of Proposal** August 7, 2017 (Mon) @ 2:00 PM (PST)

6. **Pre-Proposal Conference:**

   A. A non-mandatory pre-proposal conference will be conducted (see below for details):

      Board Room  
      Administration Building  
      3600 Workman Mill Road,  
      Whittier, CA 90601

   B. **Special Instructions:**

      Below is our "Campus Map" link, please stop at our Information/Parking Booth (PB), inform the guard that you are attending the pre-proposal conference for "RFP No. 2057 – Cafeteria Food Services", and request a parking pass reserved in your name or event and proceed to Parking Lot F. Utilize the stairwell and enter the Administration Bldg. (A).


7. **Qualification Requirements:**

   Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP.

   Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award:

   - Minimum of five (5) years of experience providing the required services in this RFP.
   - Ability to obtain and maintain the insurance required by the District (see Exhibit D).
8. Preparation of RFP:

Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.

9. Dissemination of RFP Information:

A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.

B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

10. District Contact:

All communication should be sent via email and directed to the following District Contact:

Felix G. Sarao  
Director of Contract Management & Vending Services  
3600 Workman Mill Road  
Whittier, CA 90601-1616  
Phone: (562) 908-3493  
Email: fsarao@riohondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:00 pm on July 28, 2017.

NOTE: When communicating with the District Contact, please indicate in the subject line "RFP No. 2057 Query"

11. Restriction on Communications:

A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:

1. The course of a Bidders' conference, if conducted;
2. Oral presentations and site visits, if conducted.

B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

12. Questions Regarding the RFP:

A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact. All inquiries should include:

1. A clear and concise question and reference page number; and
2. References to specific points within this RFP.

B. Questions are due by the date specified in the RFP schedule in Section 5 of this RFP.
C. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

13. Errors and Omissions:

A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

14. Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposals and related documentation will be borne by the Bidder.

15. Submission of Proposals:

A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.

B. Bidder’s response should contain one (1) signed paper copy (bearing original signatures), three (3) extra copies and one (1) electronic copy on a CD, addressed to the District Contact above and identified by affixing a label containing the following information:

1. Date of the Bidder’s response
2. RFP Project Name
3. Name of Bidder’s representative, phone number, and e-mail

C. Bidders should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

16. RFP Exceptions:

A. The District will not consider the submission of the Bidder’s standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 16.

1. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.

2. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.
B. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

17. General Terms and Conditions:

Exhibit D (Sample Agreement) contains the general terms and conditions for this RFP. The District reserves the right to modify Exhibit D to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit D as a mechanism to expedite the contract negotiation process.

18. Specifications:

Bidders are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with this specification. If products and/or services as proposed do not comply with specifications as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation should be understood to mean that Bidder proposed to meet all details of these specifications. Successful Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder(s) shall be required to correct same at Bidder's own expense.

19. Acceptance of Bidder's Response to RFP:

The District reserves the right at its sole discretion to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s).

20. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

21. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

A. Late proposals will not be accepted;

B. Proposals may be rejected for failure to conform to the rules or requirements contained in the RFP;

C. Failure to sign the proposal;

D. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;

E. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and

F. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.
22. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and eighty (180) days following the RFP closing date.

23. District Rights:

A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.

B. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.

24. Disclosure of Records:

All proposals, supporting materials and related documentation will become the property of the District. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

25. Conflict of Interest:

A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.

B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.

C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

26. Ethics:

A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.

B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:

   i. Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

   ii. Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

27. Proposal Format:

Bidder's Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

28. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- Bidder Qualifications
- Project Plan
- Proposed Staffing and Project Organization
- Financial Proposal
- References/Others

A. Bidder Experience / Qualifications

This section of the proposal should provide a general description of the Bidder's background, nature of business activities, and verifiable experience providing the required products and/or services. It should explain the ability of the Bidder to satisfactorily perform the required work as a result of: (i) experience in performing work of a similar nature to that identified in the RFP; (ii) demonstrated experience working with similar organizations to District; (iii) strength and stability of the Bidder; (iv) current staffing capability and availability; (v) current work load; (vi) financial soundness and (vii) proven record of meeting schedules on similar type of work.

Bidder should:

1. Provide copies of authorization to do business in California. If the proposer is a sole proprietorship, the proposer must furnish a copy of a current business license to do business in California. If the proposer is a corporation, it must furnish the corporate number issued by the Secretary of State with the proposal.

2. List all colleges and universities served for the last five years. Include a general description of the types of units (e.g., cafeteria, snack bar, etc.), period of time and total sales volume for each campus. Provide a list of currently operated nationally branded concepts and the location of each. Include the location of the nearest account to the District and the nearest comparable account in size and scope to the District.

3. Provide a list of business clients—especially community college or other educational institutions—to which your firm is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the District can contact as references for your firm.

4. Furnish as an appendix the previous three (3) years audited financial statements. (This disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

Bidder should include information that will address the following:

1. Please describe what makes your Firm different from your competitors.
2. Please describe why your Proposal should be selected over those of your competitor(s).
3. Please describe your Firm's capability in handling catering events.
4. Please describe your capability in providing high-quality, well-balanced, wholesome, nourishing daily menus.
5. Please describe your capability in promoting "Wellness" and/or "Healthy Alternative" (low fat, high fiber, less sodium or sugar).
6. Please describe your capability in providing service to a diverse ethnic campus community.
7. Please describe how your Firm contributes in reducing environmental pollution.
8. Please describe how your Firm contribute in economizing utility consumption.
9. Please provide a description of the theme or menu orientation and how these will enhance the customer's experience at Rio Café.
10. Please provide a description of the theme or menu orientation of the catering selections your Firm may incorporate within this menu
11. Please provide other information that will assist in adequately conveying the type of catering operation your Firm intend to operate.
12. Please provide a menu listing with actual rates for all items that will be available to staff and students. Please provide a choice of menu for catered events and complete breakdown of the rates that are proposed.
13. The District may elect to book large events that will exceed the capacity of Rio Café. Please provide a complete description of what offsite support your Firm would utilize or provide for the catering of large events.
14. Please describe how you will market the food services to the student and District employees. Include examples of past and present marketing programs
15. Please provide specifications for disposable service wares you intend to use.
16. Please provide specifications and cost estimate for the point of sale (POS) system you intend to use.
17. Please provide specifications and description for the uniforms you intend to use.
18. Please describe any incentives and cards you intend to issue to District staff and students.
19. Please describe any food card program for students that you may want to employ.
20. Please describe any customer satisfaction program you have in place or intend to put in place at Rio Hondo College. How will the contractor receive customer feedback from foodservice Patrons?

B. Project Plan

This section should describe Bidder’s overall strategy for achieving the requirements in the Agreement and Scope of Work (See Exhibit A).

Bidder should include information that will address the following:

1. What procedures will be taken to ensure a smooth and effective transition from our current contractor?
2. Please provide a work plan detailing how your Firm will mobilize and commence operations if awarded the Agreement.
3. Please describe how your work processes ensure compliance with applicable statutes and regulations.
4. Please describe how your Firm administers staff hiring and training.
5. Please describe how you plan and schedule for inspection and testing of equipment.
6. Please provide specifications for disposable service wares you intend to use.
7. Describe how you will market the food services to District staff, faculty and students. Please include examples of past and present marketing programs
8. Please describe any incentives and cards you can offer to District staff, faculty and students
9. Please describe any food card program for students that you may employ.
10. Please describe any specifications and description for the uniforms your Firm intend to use.
11. Please describe any customer satisfaction program(s) your Firm have in place or intend to put in place at Rio Café.
12. Please describe how your Firm will receive customer feedback from foodservice patrons.
C. Proposed Staffing and Project Organization

This section of the proposal should include resumes of Bidder's key personnel to be assigned to the project, with information on their roles and responsibilities and project organizational chart. The project organization chart should clearly delineate communication/reporting relationships among the project staff, including sub-contractor(s) (if applicable). All key staff will be named in the proposal. Bidder should include a statement that key personnel will be available to the extent proposed for the duration of the project and, acknowledge that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the District.

Bidder should include information that will address the following:

1. Who will be the members of your team assigned to the District?
2. Please provide a brief description of their qualifications, professional certifications, job functions, etc.
3. Please identify the Manager who would provide the day-to-day direction of the Services and is the District's primary contact person.
4. Please provide staffing organization chart for the campus cafeteria and catering services if any.
5. Please provide list of positions for salaried and wage employees.
6. Please provide position responsibilities and credentials for the key management personnel for this account, i.e., manager, assistant manager, and chef.

D. Financial Proposal

1. Please your firm's proposed financial arrangements for the District.
2. For revenue payment please delineate amount/percentage for (a) Rio Café Retail sales and (b) Catering Service Sales.
3. Please provide description of any proposed capital invested to the District, beyond the kitchen, servery and dining area and all current associated equipment, such as but not limited to, computer and point of sale (POS) system.
4. Please describe any of the applicable financial considerations:
   a. Providing capital invested to the District, beyond the kitchen, servery and dining area and all current associated equipment, such as but not limited to, computer and point of sale (POS) system.
   b. Providing scholarships and donations
   c. Providing marketing, advertising and community related expenses in support of the District.
5. Please describe any conditions that may result in the total amount payable to the District proposed in items 1 - 4 above, being modified.

NOTE: The awarded Bidder will be required to make their financial records available to the District's independent auditors; as part of the District's annual financial audit.

E. Experience/References/Others

Bidder should provide a list and describe relevant college campuses or food cafeteria services on which the proposed team has performed.

Bidder should also include information that will address the following:

1. Is your firm or any member of your firm involved in any litigation relative to your transactions with other educational institutions?
2. Please disclose any conditions that may affect your firm's ability to perform contractually such as:
   a. Financial issues
   b. Planned office closures
   c. Impending merger
   d. Disbarment / suspension imposed by any federal, state, or local public agency

29. Method of Evaluation:

A. Proposals will be evaluated by the District based on the response to the information requested above and the following weights are assigned for evaluation purposes:

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<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td><strong>Bidder Experience</strong></td>
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<tr>
<td>Relevant college campus or food cafeteria experience (retail &amp; catering)</td>
<td>25%</td>
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<tr>
<td>Relevant contract type as required in this RFP</td>
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<td><strong>Bidder Qualifications</strong></td>
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<td>Operations Management</td>
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<td>Menu Pricing &amp; Development</td>
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<td>Marketing Program</td>
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<td>Customer Ordering &amp; Payment Process</td>
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<td>Project Team</td>
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<td>Past Performance</td>
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<td>Food Quality &amp; Preparation</td>
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<td>Customer Incentives / Card Program</td>
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<td>POS System</td>
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<td>Customer Service Program</td>
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<td><strong>Financial Proposal</strong></td>
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<td>Revenue Payment</td>
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<td>Capital Investment</td>
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<td>Scholarship / Donation</td>
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<tr>
<td>Others</td>
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<td><strong>Total</strong></td>
<td>100%</td>
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B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top proposals (up to a maximum of five) may be called for oral presentation. The oral presentation(s) may include, but not limited to, site visit to existing operations, food tasting, interview, discussion, etc. If oral presentation(s) are conducted, Bidder team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The result of oral presentation will be factored into the final scores assigned to the proposals. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.

C. The District has the sole authority to select the final contractor(s)/firm(s), and reserves the right to reject any and all submittals or any portion thereof, with or without giving a reason, and to waive any irregularities or informalities in the offers received. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work. In the event
of any such rejection, or in the event a Bidder's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the Bidder in connection with the preparation and submittal of the proposal.

D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest priced proposal.

E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit D). Bidders should not propose their own standard contract, or terms and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

30. Incorporated Documents:

A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.

B. The following exhibits shall also apply and incorporated by reference:

   Exhibit A: Scope of Work
   Exhibit B: Bidder Information
   Exhibit C: Transition Meeting
   Exhibit D: Sample Agreement
   Exhibit E: District's Instructional FLEX Calendar 2017 - 2018
   Exhibit F: District's Instructional FLEX Calendar 2018 - 2019
   Exhibit G: Equipment and Fixtures List

Thank you for considering this solicitation.
EXHIBIT A: Scope of Work
RFP No. 2057 Cafeteria Food Services

1. Scope:
   A. General.
      1. District will grant the Contractor the rights to operate food, dining and beverage services (including catering) and to procure, prepare and sell such food items at Rio Café.
      2. District reserves the right to approve all product sponsorships, or granting of any and all exclusive rights to sell products on District premises.
      3. Contractor may not use Rio Café for non-District catering or profit services.
   B. Exclusions/Limitation of Scope.
      This RFP does not include vending services or sales of product in the college bookstore. District retains the right to contract for vending services, pouring rights, selling snack and beverage items and hold fund raising events and other events on District Premises. District retains the right to use the facilities other than the kitchen.
   C. Drink Vending and Dispensing.
      1. Vending machines are a separate (from food service operations) revenue source for the District. Contractor must purchase their soft drinks and soft drink supplies (bottled drinks, syrup, carbon dioxide (C02), fountain cups and lids, etc.) from the firm which the District has awarded its cold drink vending contract.
      2. At this time, the District has an exclusive agreement with Coca Cola. In the future, the contract for dispensed beverages could change to another firm.
      3. Contractor must buy and sell Cold Drinks from the District's exclusive provider of dispensed beverages.
      4. Contractor shall not sell or dispense any cold beverages which compete with the District's exclusive beverage provider.
      5. The District's exclusive provider will determine whether or not if beverages sold by the Food Service Provider competes with its family of beverages.
   D. Hot Beverage (Coffee).
      1. Contractor shall sell "Starbucks" coffee to Patrons.
   E. Catering.
      1. Contractor will be given the opportunity to submit proposals to provide catering services such as: coffee services, luncheons, dinners, etc.; for staff, student and other college groups as requested.
      2. The menu and costs shall be agreed upon between the Contractor and requesting group.
      3. Costs for the special event shall be billed separately to the requesting group.
      4. Income and expense for all catering will be a separate line item(s) on the monthly operating statement.
5. District shall have primary use of the dining seating area in the event that the District uses the dining seating without Contractor providing the catering.

6. District will be responsible for cleaning and resetting of the dining seating area after the subject event.

7. District will make its best efforts to provide the Contractor with a minimum of five (5) days advance notice of any such event.

F. Transition Meeting.

The District and Contractor shall participate in a transition meeting (See Exhibit C) at least fifteen (15) business days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, the District and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

2. District Premises - Location, Hours of Operation and Calendar Schedule.

A. Location(s):

Rio Café
3600 Workman Mill Road
Whittier, CA 90601

B. Calendar Schedule(s):

Contractor shall provide food services according to the District’s normal hours of operation and aligned with the District’s Instructional FLEX Calendars (See Exhibits E & F).

C. Hours of Operation:

Rio Café operates from 7:30 am through 10:00 pm Monday through Thursday and 8:30 am to 4:00 pm Friday/Saturday.

3. Prohibited Items.

The following are prohibited at Rio Hondo College:

A. Possession and sale of alcohol (intoxicating beverages)

B. Use of alcohol in foods

C. Sale of tobacco products

D. Sale of Gum

4. General Standards.

A. All food will be attractively displayed.

B. Serving lines and counters, as appropriate, will be well stocked throughout the entire time of service.

C. Seasonal decorations are encouraged for all major holidays and for major campus events. Decorations shall be limited to the food preparation, food serving, and dining areas.

D. All hot food will be served hot and cold food, cold.
E. All packaging shall be attractive and appropriate.

F. All food products stored in refrigeration units shall be properly covered or wrapped, with the date of production clearly written on the package.

G. Contractor will make its best effort to move towards the use of serving products (cups/plates, etc.) which do not contribute to the environmental pollution by chlorofluorocarbons.

H. Contractor will make its best efforts to economize on utility consumption.

5. Food and Beverage.

Contractor will furnish all food, beverage, condiments and related supplies, for the use of students, faculty, staff and visitors as required for the successful operation of the cafeteria operations and related food services.


A. Menu.

1. Contractor shall provide high-quality, well-balanced, wholesome, nourishing daily menus.

2. Attention must be given to menus that promote the following:
   a. "Wellness" and/or "Healthy Alternative" (low fat, high fiber, less sodium or sugar) shall be included as part of the daily menu.
   b. Ethnic foods taking into account the diverse ethnic campus community.

3. Contractor shall post a menu listing all items sold including daily hot entrees and specials.

4. Proposed Menu Offerings. Proposers' menus should incorporate cuisine representative of the surrounding area, their own originality and specialties and offerings to meet or exceed the expectations of the employees.

B. Pricing.

1. Prices of items served shall always be posted in full view of all customers.

2. With input from Client's assigned administrator, the prices to be charged for food and other products served by Contractor shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality and portion and determined by Contractor.

C. Special Function Prices.

1. In addition to regularly scheduled meals, Contractor shall, upon timely request, provide Food Service for special occasions, including conferences, dinners, parties and other functions.

2. Prices for such services shall be based upon menu and service requirements and shall be established by Contractor.

7. Food Quality.

A. Contractor must participate in any committees designated to hear suggestions and concerns regarding its service. The effort to constantly improve the quality and pricing of the food service program shall be deemed a collaborative effort between the District and the Contractor.
B. Contractor shall conduct specific and continuing programs of inquiry and evaluation through campus meeting and comment cards to determine the level of satisfaction of the students and the College community with the food services offered. The results of this inquiry and evaluation process shall be shared with the District on a regular basis.

8. Level of Service.

   A. It is essential that Contractor' employees be prompt, efficient, courteous, polite, well-groomed and properly uniformed.

   B. Contractor is expected to create a working atmosphere that fosters pride, team work and productivity.

   C. All the Contractor's employees shall be instructed in proper:

      1. Preparation of food products offered;
      2. Sanitation standards and procedures;
      3. Dress standards and personal hygiene;
      4. Safety procedures and equipment handling; and
      5. Food handling guidelines and techniques.


   A. Food Preparation, Storage and Serving Areas.

      1. Contractor shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas and cleaning of kitchen exhaust hood and filter systems (per local ordinance).

      2. Contractor shall clean the windows (interior & exterior) and walls (below eight feet).

      3. District shall clean the walls (above eight feet), ceilings, ceiling fixtures and air ducts; and provide necessary pest control in the kitchen and dining room.

      4. Housekeeping and sanitation will always meet the highest possible standards. Contractor shall ensure that (a) Tables shall be bussed on a regular basis or as necessary, (b) Trash cans shall be emptied regularly and routinely and (c) Trash cans shall not be allowed to overflow.

   B. Customer Traffic Areas.

      1. Contractor shall be responsible for housekeeping and sanitation in customer traffic areas, including dining areas and floors in front of serving counters.

      2. Contractor shall clean the tops of tables and seats of chairs and wipe up spillage and breakage that occurs during serving periods (interior and exterior of Rio Café).

   C. Refuse.

      1. Contractor shall ensure that Grease will not be poured down any drain.

      2. Contractor shall transport refuse to designated collection areas and placed in an approved storage receptacle. The grease receptacle shall not be allowed to overflow. The grease receptacle shall be emptied and cleaned on a regular basis or as necessary for health, safety and/or pest control.

      3. District shall be responsible for collection of refuse from designated collection areas and removal from the Premises.
4. All spills and debris shall be removed promptly.

**Note:** District will be responsible for engaging outside party for bi-annual disposal of liquid waste generated by Rio Café based on the waste being disposed having a 23% solids on the load. If during the term of the contract the District will be required to have more than bi-annual disposal of liquid waste or have to pay higher due to higher percentage of solids per load, the difference on costs will be charged to the Contractor.

D. Safety and Certifications.

1. Contractor is expected to provide a safe environment for their employees, with safety inspections conducted on a regular basis.

2. Contractor shall meet all OSHA requirements. Any safety concerns regarding equipment and/or premises must be reported at once to the District.

3. Contractor shall comply with all local, state and federal health and sanitation regulations and licensing requirements relating to personnel and maintenance of the kitchen areas, dining areas, storage areas, clothing, etc. and provide and/or post certifications as necessary.

4. Contractor shall keep copies of the health inspection reports on file and is responsible for maintaining health and safety standards reflective of positive health inspection reports.

5. Contractor will ensure that all employees have current food handler's cards.

6. All Contractor employees, particularly food preparers/handlers, shall be required to pass a tuberculosis (TB) test, annually.

7. Contractor shall deliver a copy of the current and each subsequent Health Department report to the District designated contact immediately upon receipt.

8. Contractor shall display Health Department Rating prominently at the District Premises.

10. Uniform

District reserves the right to approve Contractor's employee uniforms.

11. Employment to District Students.

Contractor is encouraged to make an effort to provide student employment opportunities.


A. Salary and Benefit.

Contractor is responsible for paying salaries and benefits to all its employees. All Contractor's employees, including students, shall be employed in the Contractor's name and expense.

B. Payroll, Taxes and Costs.

1. Contractor shall prepare and process the payroll for Contractor employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to Contractor employees, including any income, social security and unemployment taxes and workers' compensation costs and Charges.
2. Contractor shall be solely liable for, and shall pay at its sole expense, all taxes lawfully assessed in connection with or arising out of this Agreement, including, but not limited to, State Franchise Sales Tax, and any County or City Property taxes or special assessments.

3. Contractor shall bill and collect sales and use taxes, if applicable, on all meals and services rendered to District or to others on District’s premises. If the parties disagree as to the taxability of any meals or services, the client/customer must promptly obtain a ruling from the appropriate governmental authority or taxes will be charged.

C. Profit and Loss.

1. Contractor shall retain all cash receipts realized from the Food Service operations and pay all operating expenses. Any profit or loss shall be for Contractor’s account.

2. Contractor shall be solely liable for any monies or product loss resulting from theft or vandalism, neglect or inattention, except for damages arising from willful acts of the District, its agents or employees.

3. District is entitled to full payment of its commission for all lost or stolen funds, and any loss due to the acts or omissions of the Contractor’s employees, which may result in the loss of income to the Contractor and consequently the loss of commission to the District.

D. District Commission.

1. During the term of the Agreement the Contractor shall pay District a commission on Gross Sales in accordance with the awarded Contractor’s financial proposal.

2. Commissions payable to District shall be paid on a monthly/quarterly basis accompanied by a statement of sales and commissions.

3. District at its option and expense is granted the right to inspect and audit the books on the Rio Cafe operation.

**Note:** The District may consider alternate financial arrangements if it will be in the best interest of the District.

E. Billing.

1. No later than five (5) working days after the end of each week, Contractor shall submit to District an invoice for all charge sales for special functions made during the week.

2. District shall pay the amount of any undisputed invoice within thirty (30) days after receipt of the invoice.

3. District shall provide Contractor a Purchase Order prior to the commencement of each District sponsored event.

F. Financial Offsets.

Contractor shall pay commissions due to District at the appropriate settlement time; provided, however, that Contractor shall first offset any undisputed past due amounts owed by District to Contractor.

G. Disputed Invoices.

District may dispute any invoice submitted hereunder and withhold payment without constituting a default, on the following basis: District will give written notice to Contractor of the basis for the
dispute, on any statement, within fifteen (15) days of its receipt. Contractor in turn shall provide
documentation, within fifteen (15) days, to support the disputed amount on the statement and the
parties shall resolve any disputed item to the mutual satisfaction of the parties. District shall remit
payment to Contractor either with the following months payment or within thirty (30) days after
resolution, whichever occurs first. If payment has already been made to Contractor prior to resolution
of the disputed item and it is determined that Contractor owes a refund to District, it shall be credited
to the following month’s District’s invoice.

H. Investment.

1. Contractor shall provide for the purchase of equipment(s) that will enable CONTACtor to provide the
   require Services in this Agreement ("Investment").

2. Contractor can amortize the Investment on a straight-line basis for a period of five (5) years from
   the date the Investment for equipment is operational.

3. Contractor shall own the Investment.

I. Contractor Suppliers.

Contractor shall pay all of its suppliers (food and service providers) in accordance with such supplier’s
standard terms.

13. Contractor Responsibilities.

A. General.

1. Cost of sales for food and beverages (including supplies) for food services and catering services;
2. Wages, salaries, payroll taxes, and benefits for cafeteria employees as per Federal and State
   Statutes and Guidelines;
3. Paper/disposable supplies
4. Cleaning supplies;
5. Cleaning of the kitchen exhaust hood and filter systems;
6. Kitchen exhaust filter replacements;
7. Collection and disposal of grease and cooking oils;
8. Clean up of grease receptacle;
9. Office supplies and all other supplies.
10. Smallwares inventory and replacements;
11. Laundry/linen supplies (table cloths, napkins, towels, etc.);
12. Uniforms;
13. Sorting, recycling and delivery of waste to Rio Hondo College designated disposal area;
14. Credit card & Point of Sale processing equipment and peripherals;
15. Computer systems (including POS/Voice/Data systems);
16. Sanitation and interior cleaning of all foodservice dining spaces and equipment for all floors, walls
   (interior & exterior), and equipment;
17. Catering equipment; and
18. Marketing and advertising, with approval of the District.

Note:

i. If any of the Contractor responsibilities will require use of District personnel or outside
   party, Contractor will be charged for actual cost the service provided by District staff or
   outside party.

ii. District reserves the right to conduct inspection of the Premises and equipment to
    validate if Contractor in compliance with applicable policies and regulations; and meeting
    its obligations as described in this Scope of Work.
B. Compliance to District Policies and Regulations.

1. Contractor and its personnel shall comply with District policies regarding personal behavior while on District property. In the event of District disapproval of the conduct or behavior of any Contractor employee, the District shall reasonably inform the Contractor of the offending behavior and the Contractor employee shall be transferred off campus immediately upon the receipt of a written request from the District.

2. Contractor shall abide by the applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Contractor shall not discriminate in their employment practices against any persons by reason of race, creed, color, sexual orientation or national origin and agree to comply with the provisions of said laws and orders to the extent applicable in the performance of work or furnishing of services, materials or supplies hereunder.

C. Staffing.

1. Contractor shall maintain an adequate staff of personnel, including management, at all times, and on all shifts, to ensure its ability to deliver prompt and quality food service to the campus customers. This includes competent personnel for supervision and all normal and customary support services.

2. Contractor shall recruit, hire, train, supervise, direct, discipline and, if necessary, discharge management and non-management employees working in the Food Service operation.

3. Contractor will replace any employee upon the request of District giving reasonable explanation of cause.

4. All personnel employed by the Contractor shall at all times and for all purposes be solely in the employment of Contractor.

D. Supervisory Management.

1. Contractor shall provide supervisory management and other staff support for its campus operation. Contractor shall provide the District a complete list, including addresses and telephone numbers, of the Contractor staff assigned to Rio Hondo College.

2. Contractor staff will provide routine, periodic review and inspections of the facility, and report on these visits to the District liaison.

3. Contractor shall meet periodically with District representatives to receive information and recommendations, and to institute changes as mutually agreed.

4. Contractor shall provide an on-site manager to oversee all food service operations who shall be visible during all phases of food preparation, service (including special events), monitoring the performance of staff and taking corrective action as required.

   Note: The on-site manager shall have a minimum of three (3) years' experience in a similar food service operation. District reserves the right to interview on-site manager prior to start of service.

5. Contractor is required to make a commitment to the District to maintain the approved manager on the account for a minimum of twelve (12) months coinciding with the Agreement term. Exceptions would be resignation or removal for cause.
E. Background Check

Contractor confirms that employees who will work at District Premises have no record of criminal convictions involving drugs and/or alcohol, assault or combative behavior or theft to the best of Contractor's knowledge information and belief.

F. Inventories of Food, Beverages and Supplies

Contractor shall purchase and own inventories of food, beverages, goods, merchandise and supplies.

G. Payments to Material Providers and Sub-Contractors

Contractor is liable for its own expenses. Payment to raw material providers and sub-contractors shall be made in accordance with their standard terms and conditions.

H. Contractor Equipment

1. Contractor shall furnish cash register/point of sales system and other equipment necessary to provide the food services per this Agreement as agreed upon by the District. An inventory of said equipment to be provided upon signing of the Agreement.

2. Contractor shall maintain and repair and replace Contractor equipment as necessary.

3. Contractor shall be responsible for the use and care of Contractor equipment.

4. All equipment furnished by the Contractor shall remain the property of the Contractor. At the termination of the Agreement, the Contractor agrees to remove all equipment at the Contractor's own expense.

I. District Owned Equipment

1. Contractor shall at Contractor's expense, provide outside maintenance services, parts and supplies required to properly maintain the District owned equipment that was turned over to Contractor.

2. If any District owned equipment is worn out and needs to be replaced, Contractor shall at Contractor's expense replace the equipment. Contractor shall coordinate with the District prior to any replacement of District owned equipment.

3. The equipment provided by District for use in the Food Service operation shall be maintained by Contractor to ensure compliance with applicable laws.

J. Equipment Maintenance

1. Contractor shall be responsible for repair and maintenance of Contractor and District owned equipment.

2. Contractor's employees shall be responsible for the care and cleaning of all equipment at all times. Contractor is expected to operate equipment in a safe and correct manner, and shall train its personnel to operate said equipment prior to use.

3. Contractor shall be solely liable for any District-provided equipment in the serving and production area lost or damaged resulting from theft or vandalism, neglect or inattention, except for damages arising from willful acts of the District, its agents or employees.

4. Contractor shall assign to the District all proceeds from insurance for loss or damage of District supplied equipment.
K. Facilities

1. Contractor's assigned area of responsibility (as shown below) shall be maintained in clean and sanitary conditions at all times before, during and after all meal services.

2. Contractor shall be responsible for maintaining the following areas during hours of operation:
   a. **Dining Area**; tables, chairs, dining area floors; including cleaning up spills and trash and emptying dining area trash containers (including the outside perimeter of Rio Café).
   b. **Front Serving Area**; self-serve line, front serve area floor, serving line, grill and preparation areas and all related equipment.
   c. **Back Kitchen Area**; kitchen floor, preparation areas, cooking areas, cleaning (dish washing) areas and all related equipment.
   d. **Other Areas**; storage rooms, walk-in freezer, refrigerator and office.

   *Note: Contractor shall provide staffing to ensure areas are cleaned during normal hours of operation.*

3. Contractor is responsible for routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services, including but not limited to, cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls.

4. Contractor shall be responsible for the cost of all cleaning supplies and equipment in its area of responsibility.


A. General

1. Base Building;
2. Trash/Garbage pick-up at the Loading Dock;
3. Routine maintenance (HVAC, electrical, plumbing, water filters);
4. Routine cleaning (walls above 8 feet, ceilings, ceiling fixtures and air ducts);
5. Contracting trash removal from the campus;
6. Pest termination and control;
7. Broadband internet access; and
8. Painting.

B. Utilities.

1. All utilities, such as, electricity, gas, water and telephone will be provided by the District.
2. District does not guarantee uninterrupted utility service and shall not be liable to the Contractor for any loss, damage, cost or expense which may result from the interruption or failure of any utility services.
3. District shall notify the Contractor in advance of any scheduled breaks in utility service required by the District for maintenance purposes.

C. District Premises and Equipment.

1. District shall furnish, at its expense, Premises and existing equipment, including but not limited to, kitchen equipment, office space, fire extinguishing equipment and facilities for safekeeping of funds.
2. District's authorized representatives shall have access to the Premises at all times.
3. All equipment furnished by the District shall remain the property of the District. At the termination of the Agreement, the Contractor agrees to return all equipment furnished by the District (which were not replaced by Contractor) in good condition, allowing for ordinary wear, tear and loss.

4. The Premises provided by District for use in the Food Service operation shall be in good condition and maintained by District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations).

5. District further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of District and shall be at the District's expense. This provision shall survive the termination of this Agreement.

15. **Use of District Property.**

A. Contractor is not required to pay utility expenses, rent, or lease for use of the Premises.

B. Contractor shall be given access and use of the Premises and other locations within the District property.

C. Use of District property shall be in strict compliance with all applicable local and state government laws, ordinances, and regulations.

D. District shall provide its building and kitchen equipment; as well as dining tables and chairs now in place at the District Premises.

E. By signing the Agreement with the District and within thirty (30) from Agreement's effective date, Contractor shall exercise prudent control over the facilities to minimize wear and tear on building and fixtures.

F. Repairs to District property necessitated by misuse shall be paid by the Contractor.

*Note: No alteration shall be made to the building or fixtures by Contractor without the written consent of the District.*

16. **Security.**

A. Contractor shall secure all areas within its control at all hours.

B. All keys given the Contractor by the District will be logged out.

C. Any expense incurred by the District as a result of a failure to secure, or due to loss of any key(s), will be charged to the Contractor.

D. Contractor shall be responsible to notify the District (Campus Security) of any and all breaches of security, including the immediate notification of the loss of any keys.

E. Contractor will work with the District and the District's security personnel to ensure the safe operation of the unit.

F. District personnel have and will take advantage of their right to enter and inspect the District Premises at any time without notice day or night.

17. **Parking.**

A. District shall provide access to District Parking Lots.

B. Marked service vehicles shall be permitted on campus if traffic circulation is not obstructed.
C. All Contractor vehicles must abide by the campus traffic regulations and be operated in a safe and responsible manner.

D. All parking will be regulated through the District Facilities Parking Services Department.

18. Promotions and Marketing:

Contractor is encouraged to have major promotions for products and services on a regular basis. The expense of these programs will be borne by the Contractor.
EXHIBIT B: Bidder Information
RFP No. 2057 Cafeteria Food Services

Bidder should fill out the following:

Authorized Representative (Name & Position): ________________________________

Company Name: __________________________________________________________

Address: _________________________________________________________________

Phone: _________________________________________________________________

Email: ________________________________________________________________
EXHIBIT C: Transition Meeting
RFP No. 2057 Cafeteria Food Services

Definition:

Transition Meeting is a meeting that is always held prior to opening a new account or starting a new service at an existing account.

Objectives:

A. To transform individual client(s) expectations into one set of prioritized institutional expectations,
B. To start-up the new service in accordance with the institution’s expectations,
C. To provide for a solid foundation upon which to build long lasting and mutually beneficial relationships.
D. To articulate and gain consensus of Sodexo’s objectives / expectations from the business relationship

Participants:

A. Client: Client liaison(s) and at least one of the following executives: Chief Executive Officer, Chief Operating Officer, Chief Financial Officer.

B. Contractor: Sales Director, District Manager responsible for the Agreement and (if identified) the General Manager ultimately responsible for Contractor's performance, Senior Vice Presidents and other company executives should attend on "as needed basis".
EXHIBIT D: Sample Agreement
RFP No. 2057 Cafeteria Food Services

RIO HONDO COMMUNITY COLLEGE DISTRICT
Cafeteria Food Services Agreement

THIS AGREEMENT is made and entered into this XXth day of Month, 2017 ("Effective Date") at Whittier, County of Los Angeles, State of California, by and between the Rio Hondo Community College District, ("District"), and TBD ("Contractor"). District and Contractor are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement. The Agreement sets forth the terms and conditions upon which District retains Contractor to provide cafeteria food services ("Services") for District's employees, visitors and guests at District's Premises.

Article 2. Definitions.

A. Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises (Excluding alcohol, tobacco, gum or related products).

B. Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, including sales taxes.

C. Net Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.

D. Premises. District’s Food Service Facilities located 3600 Workman Mill Road, Whittier, California 90601.

E. Smallwares. Dishware, glassware, flatware, utensils and similar items.

Article 3. Term.

A. The term of the Agreement is three (3) years ("Initial Term") from effective date and with option of two (2) one (1) year term ("Renewal Term") upon mutual agreement of the Parties, unless terminated by either Party.

B. In the event this Agreement expires, and Contractor continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to the financial terms until terminated by either party on sixty (60) days' prior written notice.

C. District and Contractor shall participate in a transition meeting (See Exhibit C for details) at least seven (7) business days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, District and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

Article 5. Services to be Performed. Contractor hereby agrees to perform the services set forth in this Agreement and Scope of Work ("Exhibit A") to the satisfaction of the District.

Article 6. Licenses and Permits. The Contractor, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.
Article 7. Independent Contractor:

A. Contractor is an independent Contractor. The Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, Medical Insurance, Student Health Services, State Unemployment Compensation or Worker’s Compensation. The Restaurateur assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

B. Contractor shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 8. Employee Benefits. Contractor shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 9. Insurance.

A. The Contractor shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions the following:

1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of $1,000,000 per occurrence / $4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
2. Fire Damage with minimum limit of $1,000,000 per occurrence
3. Worker’s Compensation and Employers Liability - As required by applicable state law.
4. Automobile Liability insuring owned and non-owned vehicles (when on District Property)

B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation.

D. The District may require provision of a copy of the insurance policy in its entirety. Contractor agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 10. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Contractor shall make available to District for examination at District’s place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Contractor will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 11. Confidentiality and Use of Information. Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District’s business affairs, but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

Article 12. Administration of Agreement. This Agreement shall be administered on behalf of the Parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For DISTRICT:
Article 13. **Notice.** All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 14. **Termination for Cause.** If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

Article 15. **Termination for Convenience.** Either Party may terminate the Agreement at any time without penalty upon sixty (60) days' prior written notice.

Article 16. **Indemnity.** Except as otherwise expressly provided herein, Contractor and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 17. **Conflict of Interest.** Prior to execution of this Agreement, Contractor shall disclose in writing to District any and all compensation, actual or potential, which Contractor may receive in any form from a Party other than the District as a result of performance of this contract by Contractor. If Contractor becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Contractor shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Contractor shall disclose any financial interest that Contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 18. **Assignment.** No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of District and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees.

Article 19. **Compliance with Applicable Laws.** Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.
Article 20. Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees.

In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 21. Permit(s) / License(s). Contractor and all of Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

Article 22. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 23. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 24. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 25. Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 26. Amendments to Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 27. Regulations and Access. District will make reasonable procedures for use and occupancy of the Premises and shall give Contractor written notice thereof. Contractor's authorized representatives shall have access to the Premises at all times. District grants Contractor approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Contractor.

Article 28. Entire Agreement. This Agreement, Agreements incorporated by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

Article 29. Incorporated Documents.
A. RFP No. 2057 – Cafeteria Food Services.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Teresa Dreyfuss</td>
</tr>
<tr>
<td>TBD</td>
<td>Superintendent / President</td>
</tr>
<tr>
<td>TBD</td>
<td>Rio Hondo Community College District</td>
</tr>
</tbody>
</table>

TBD: Date

TBD: Date
EXHIBIT “A”
Scope of Work

TBD
Instructional FLEX Calendar
2017-2018

MAY 2017
28  29  30  31
27 - Memorial Day

JUNE 2017
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1
4 - Independence Day
3  Summer Classes Begin

JULY 2017
2  3  4  5  6  7  8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30  1  2  3  4
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1
23 - Independence Day
12 - 4th of July

AUGUST 2017
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1  2  3  4  5
6  7  8  9  10  11  12  13
14 15 16 17 18 19 20 21
22 23 24 25 26 27 28 29
30  1  2  3  4  5  6
7  8  9  10  11  12  13  14
15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30
19 - (Saturday) Fall Classes Begin

SEPTEMBER 2017
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29  1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30
4 - Labor Day

OCTOBER 2017
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1  2  3  4  5
6  7  8  9  10  11  12  13
14 15 16 17 18 19 20 21
22 23 24 25 26 27 28 29
30  1  2  3  4
7  8  9  10  11  12  13  14
15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30
18 - Columbus Day
11 - Washington's Birthday
14 - Martin Luther King, Jr. Holiday

NOVEMBER 2017
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1  2  3  4
5  6  7  8  9  10  11  12
13 14 15 16 17 18 19 20
21 22 23 24 25 26 27 28
29 30  1  2  3  4  5
7  8  9  10  11  12  13  14
15 16 17 18 19 20 21 22
23 24 25 26 27 28 29 30
22 - Veterans Day
23 - Thanksgiving Holidays
24 - Weekend College Closed

DECEMBER 2017
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1  2  3  4  5
9  10  11  12  13  14  15  16
17 18 19 20 21 22 23 24
25 26 27 28 29 30 31
26 - Christmas Observed
4 - New Years Day Observed

JANUARY 2018
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  1  2  3  4  5
10 11 12 13 14 15 16 17
18 19 20 21 22 23 24 25
26 27 28 29 30 31
1 - New Year's Day Observed
15 - Martin Luther King, Jr. Holiday
27 - Spring Classes Begin

FEBRUARY 2018
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29  1  2  3  4  5  6  7
11 12 13 14 15 16 17 18
19 20 21 22 23 24 25 26
27 28 29 30 31
14 - Lincoln's Birthday
11 - Martin Luther King Jr. Day

MARCH 2018
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  31
13 - President's Day
23 - Spring Break
24 - Weekend College Closed

APRIL 2018
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29  30
2  3  4  5  6  7  8
9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24
25 26 27 28 29 30
25 - President's Day

MAY 2018
1  2  3  4  5  6  7
8  9  10  11  12  13  14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30  31
1 - New Year's Day Observed
15 - Martin Luther King, Jr. Holiday
4 - New Years Day Observed

RFP No. 2057 Cafeteria Food Services
### Instructional FLEX Calendar 2018-2019

**MAY 2018**
- 27
- 28
- 29
- 30
- 31

**28 - Memorial Day**

**JUNE 2018**
- 1
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4 - Summer Classes Begin

**JULY 2018**
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4 - Independence Day

**AUGUST 2018**
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21 - (Saturday) Fall Classes Begin

**SEPTEMBER 2018**
- 1
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23 - Labor Day

**OCTOBER 2018**
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23 - Limited

**NOVEMBER 2018**
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12 - Veterans Day
20 - 21 - Thanksgiving Holidays
30 - Weekend College Closed

**DECEMBER 2018**
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21 - Christmas Observed
30 - Finals Week

**JANUARY 2019**
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1 - New Year's Day Observed
21 - Martin Luther King Jr. Holiday
31 - Spring Classes Begin

**FEBRUARY 2019**
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- 23
- 24
- 25
- 26
- 27
- 28

15 - Lincoln's Birthday
19 - President's Day
20 - Washington's Birthday

**MARCH 2019**
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- 29
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12 - Presidents Day
23 - Spring Break
31 - Weekend College Closed

**APRIL 2019**
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- 24
- 25
- 26
- 27

21 - Spring Break
28 - 29 - Finals Week

**MAY 2019**
- 1
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15 - Memorial Day

**JUNE 2019**
- 1

Revised 2-9-17
### EXHIBIT G: Equipment and Fixtures List

Equipment - RHC owned since 2012

<table>
<thead>
<tr>
<th>Item</th>
<th>Mfr</th>
<th>Model &amp; Description</th>
<th>Qty</th>
<th>Weight</th>
<th>Fixed</th>
<th>Mobile</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Cuno</td>
<td>BEV190: Walter filter assembly</td>
<td>1</td>
<td>5.8</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Cuno</td>
<td>ICE190-S: Water filter assembly</td>
<td>1</td>
<td>5.8</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Cuno</td>
<td>SF190: Water filter</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Cuno</td>
<td>SGP195BN-5: Water softener conditioner</td>
<td>1</td>
<td>5.8</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Advance</td>
<td>7-PS-81: Sink, hand</td>
<td>1</td>
<td>32</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Advance</td>
<td>9-OP-20: Mop sink</td>
<td>1</td>
<td>26</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Advance</td>
<td>K-240: Service faucet</td>
<td>1</td>
<td>9</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Advance</td>
<td>K-240: Service faucet</td>
<td>1</td>
<td>9</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Advance</td>
<td>K-244: Hose &amp; hanger</td>
<td>1</td>
<td>3</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Altosham</td>
<td>1000-UP/HD: Proofer/holding cabinet, mobile</td>
<td>1</td>
<td>303</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Blodgett</td>
<td>ZEPHAIRE G SGL: Convection Oven, gas</td>
<td>1</td>
<td>617</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>97</td>
<td>BrassSmt</td>
<td>ZG9930: sneeze guard w/light</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Cleveland</td>
<td>SPKT: single pantry faucet w/swing spout</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Cleveland</td>
<td>CL12: Lift off cover, per each kettle</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Cleveland</td>
<td>316G6: stainless steel kettle liner</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Cleveland</td>
<td>Equipment stand: Equipment stand, for single</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Cleveland</td>
<td>OGS-6.10: Combi oven, gas, half size</td>
<td>1</td>
<td>385</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>93</td>
<td>Delfield</td>
<td>8145-EF: cold food pan, drop in</td>
<td>1</td>
<td>265</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>Delfield</td>
<td>F18DC60: pizza prep table refrigerated</td>
<td>1</td>
<td>560</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>Fetco</td>
<td>CBS-52H-20: coffee brewer for Satellites</td>
<td>1</td>
<td>102</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>Fetco</td>
<td>CS3016: 2x3.0 KW heaters, 120/208V, 1ph,3+G</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>Fetco</td>
<td>LD-20: D011 LUXUS® thermal dispenser, 2.0</td>
<td>2</td>
<td>22</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Frymas</td>
<td>Custom: spreader cabinet</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Frymas</td>
<td>Custom: dump station</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Frymas</td>
<td>H55-SC: Gas fryer</td>
<td>2</td>
<td>404</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Frymas</td>
<td>Spreader Cabinet: with filter, s/s door and</td>
<td>2</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Frymas</td>
<td>FPP-2: filtration system</td>
<td>1</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Frymas</td>
<td>FWH-1: food warmer &amp; holding station, includes:</td>
<td>1</td>
<td>14</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>GARUSR</td>
<td>GIR36: Salmander broiler, gas</td>
<td>1</td>
<td>200</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>GARUSR</td>
<td>RBA-24: charbroiler, gas, counter model</td>
<td>1</td>
<td>283</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Mfr</td>
<td>Model &amp; Description</td>
<td>Qty</td>
<td>Weight</td>
<td>Fixed</td>
<td>Mobile</td>
<td>Remarks</td>
</tr>
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</tr>
<tr>
<td>72</td>
<td>GARUSR</td>
<td>RGTA-2436-1: griddle, counter unit, gas</td>
<td>1</td>
<td>370</td>
<td>x</td>
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<td></td>
</tr>
<tr>
<td>63</td>
<td>Gaylord</td>
<td>GAD-100/CUV-100: UV Control cabinet</td>
<td>1</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>Gaylord</td>
<td>XG-GFBD-UV-BDL-HP/PBW-22: exhaust</td>
<td>1</td>
<td>x</td>
<td>x</td>
<td></td>
<td>monthly</td>
</tr>
<tr>
<td>62</td>
<td>Gaylord</td>
<td>Makeup Air Plenum Box: make-up air plenum</td>
<td>1</td>
<td>x</td>
<td>x</td>
<td></td>
<td>recommend annual service/cleaning monthly</td>
</tr>
<tr>
<td>62</td>
<td>Gaylord</td>
<td>Makeup Air Plenum Box: make-up air plenum</td>
<td>1</td>
<td>x</td>
<td>x</td>
<td></td>
<td>recommend annual service/cleaning</td>
</tr>
<tr>
<td>48</td>
<td>Globe</td>
<td>3975P: food slicer</td>
<td>1</td>
<td>181</td>
<td>x</td>
<td>x</td>
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<tr>
<td>47</td>
<td>Globe</td>
<td>GFP500: Food processor, electric</td>
<td>1</td>
<td>45</td>
<td>x</td>
<td>x</td>
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<tr>
<td>47</td>
<td>Globe</td>
<td>SP20: food mixer 2 boxes</td>
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<td>270</td>
<td>x</td>
<td>x</td>
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<tr>
<td>96</td>
<td>Hatco</td>
<td>GRAH-48: heat lamp, rod type</td>
<td>1</td>
<td>11</td>
<td>x</td>
<td>x</td>
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<tr>
<td>96</td>
<td>Hatco</td>
<td>BLT TOG-1: (1) built-in toggle control (remote)</td>
<td>1</td>
<td>x</td>
<td>x</td>
<td>x</td>
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<tr>
<td>26</td>
<td>Hobart</td>
<td>AM15+BUILDUP: dishwasher, door/hood type</td>
<td>1</td>
<td>387</td>
<td>x</td>
<td>x</td>
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<td>26</td>
<td>Hobart</td>
<td>AM15-ELEOBA: 208-240/60/1</td>
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<td>Hobart</td>
<td>AM15-HTEELE: electric heat</td>
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<td>Hobart</td>
<td>AM15-BSTYES: with electric booster</td>
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<td>Hobart</td>
<td>Seismic-feet: seismic feet w/holes (4 in box)</td>
<td>1</td>
<td>x</td>
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<td>15</td>
<td>Hoshizak</td>
<td>B-7005F: ice bin</td>
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<td>200</td>
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<tr>
<td>15</td>
<td>Hoshizak</td>
<td>HS-2034: top kit, 14&quot;</td>
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<td>14</td>
<td>Hoshizak</td>
<td>KM-1340 MAH, cube style</td>
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<td>83</td>
<td>Merc Sav</td>
<td>ST-1: toaster, electric conveyer type</td>
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<td>38</td>
<td>x</td>
<td>x</td>
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<td>3</td>
<td>OMNI</td>
<td>EVAP COIL COOLER: Evaporator coil</td>
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<td>x</td>
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<td>x</td>
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<tr>
<td>1</td>
<td>OMNI</td>
<td>WAG1-AC-H-2-0-3: remote refrigeration</td>
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<td>x</td>
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<tr>
<td>2</td>
<td>RMI</td>
<td>CUSTOM: walk in cooler</td>
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<td>x</td>
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<td>88</td>
<td>SanJamar</td>
<td>C3500CH: paper cup dispenser</td>
<td>2</td>
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<td>x</td>
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<td>107</td>
<td>Schaerer</td>
<td>1S SO DUO PS: espresso/cappuccino machine</td>
<td>1</td>
<td>130</td>
<td>x</td>
<td>x</td>
<td>recommend quarterly service recommend 6 month filter change</td>
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<td>107</td>
<td>Schaerer</td>
<td>CF33100-SUSA-01: Cuno water softening/filtration</td>
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<td>x</td>
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<td>75</td>
<td>Star</td>
<td>CG145SE: sandwich grill/toaster</td>
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<td>110</td>
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<td>112</td>
<td>Strucco</td>
<td>CO5978R: self service refrigerated open air</td>
<td>1</td>
<td>13.5</td>
<td>x</td>
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<tr>
<td>112</td>
<td>Strucco</td>
<td>SECURITY COVER: roll down, locking (requires)</td>
<td>1</td>
<td>x</td>
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<td>111</td>
<td>Strucco</td>
<td>HV38: service non-refrigerated bakery</td>
<td>1</td>
<td>70</td>
<td>x</td>
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<td>23</td>
<td>T&amp;S</td>
<td>B-2187: pre-rinse unit</td>
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<td>14</td>
<td>x</td>
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<tr>
<td>103</td>
<td>Taylor Co</td>
<td>371: frozen drink machine, non-carbonated</td>
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<td>44</td>
<td>Traulsen</td>
<td>RDT232DUT-FHS: refrigerated/freezer</td>
<td>1</td>
<td>665</td>
<td>x</td>
<td>x</td>
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<td>44</td>
<td>Traulsen</td>
<td>FLANGED LEGS: s/s flanged legs, 6&quot; high (set of</td>
<td>1</td>
<td>x</td>
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<td>Weight</td>
<td>Fixed</td>
<td>Mobile</td>
<td>Remarks</td>
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<td>18</td>
<td>Traulsen</td>
<td>RLT232DUT-FHS: freezer, reach in</td>
<td>2</td>
<td>1494</td>
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<tr>
<td>95</td>
<td>Wells</td>
<td>MOD-300TD/AF: drop in hot food well unit</td>
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<td>90</td>
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<tr>
<td>95</td>
<td>Wells</td>
<td>21922: 208/240v/60/3-ph, 3.72/4.95kw, 10.3/11.9</td>
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<td>94</td>
<td>Wells</td>
<td>SS-10TD: drop in hot food well unit, electric</td>
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<td>94</td>
<td>Wells</td>
<td>21020: 120v/60/1-ph, 825w, 6.9 amps, direct</td>
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<td>74</td>
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<td>U/C refrigerator, 4-drawer (remote)</td>
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**Custom Stainless Steel Fixtures**

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<tr>
<td>19</td>
<td>pot &amp; utensil rack</td>
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<tr>
<td>20</td>
<td>rack shelf (wall mounted)</td>
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<td>21</td>
<td>3-comp pot sink</td>
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<td>22</td>
<td>wall shelf, single tier</td>
<td>1</td>
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<tr>
<td>24</td>
<td>wall flashing</td>
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<tr>
<td>33</td>
<td>soiled dishable</td>
<td>1</td>
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<tr>
<td>34</td>
<td>clean dishable</td>
<td>1</td>
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<tr>
<td>36</td>
<td>work table, mobile</td>
<td>1</td>
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<tr>
<td>37</td>
<td>DBL overshel w/utensil rack</td>
<td>1</td>
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<td>39</td>
<td>condensate hood</td>
<td>1</td>
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<tr>
<td>42</td>
<td>prep table w/sinks</td>
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<td>43</td>
<td>DBL overshel w/utensil rack</td>
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<td>45</td>
<td>worktable</td>
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<td>46</td>
<td>wall shelf, 2-tier</td>
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<tr>
<td>65</td>
<td>wall flashing</td>
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<td>71</td>
<td>backcounter</td>
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<td>77</td>
<td>wall flashing</td>
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<td>81</td>
<td>backcounter</td>
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<td>82</td>
<td>wall shelf, 2-tier</td>
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<td>98</td>
<td>beverage counter</td>
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<td>100</td>
<td>drip trough</td>
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<tr>
<td>116</td>
<td>corner guard</td>
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**Other**

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<td>31</td>
<td>Advance</td>
<td>K-242: Mop holder</td>
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<td>2</td>
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<tr>
<td>4</td>
<td>Metro</td>
<td>METRO MAX: shelving unit mobile</td>
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Page 3 of 5  April 10, 2017
<table>
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<th>Item</th>
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<th>Weight</th>
<th>Fixed</th>
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<th>Remarks</th>
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<td>4</td>
<td>Metro</td>
<td>MQ1836G: MetroMax Q shelf, 18&quot;W, 36&quot;L</td>
<td>12</td>
<td>144</td>
<td>x</td>
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<td>Metro</td>
<td>MQ1842G: MetroMax Q shelf, 18&quot;W, 42&quot;L</td>
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<td>56</td>
<td>x</td>
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<tr>
<td>6</td>
<td>Metro</td>
<td>MQ63UPE: MetroMax Q Post, 63&quot;H, for use with</td>
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<td>144</td>
<td>x</td>
<td>x</td>
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<tr>
<td>6</td>
<td>Metro</td>
<td>5MPX: stem caster, for use with MetroMax Q</td>
<td>16</td>
<td>36</td>
<td>x</td>
<td>x</td>
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<td>5MPBX: stem caster, for use with MetroMax Q</td>
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<td>Metro</td>
<td>METRO MAX TOP RACK: high density</td>
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<td>Metro</td>
<td>MQ74UPE: MetroMax Q top-track stationary</td>
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<td>35</td>
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<td>Metro</td>
<td>TTS8NA: super erecta, MetroMax Q top track</td>
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<td>MQ1848G: MetroMax Q shelf, 18&quot;W, 48&quot;L</td>
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<td>MQ1852G: MetroMax Q shelf, 18&quot;W, 36&quot;L</td>
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<td>MQ1872G: MetroMax Q shelf, 18&quot;W, 72&quot;L</td>
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<td>x</td>
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<td>MQ74UPE: MetroMax Q Post, 74&quot;H for use with</td>
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<td>66</td>
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<td>METROMAX Q SERIES: shelving unit</td>
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<td>27</td>
<td>Metro</td>
<td>MQ2448G: MetroMax Q shelf, 24&quot;W, 48&quot;L</td>
<td>10</td>
<td>190</td>
<td>x</td>
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<td>Metro</td>
<td>MQ2448G: MetroMax Q shelf, 24&quot;W, 48&quot;L</td>
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<tr>
<td>29</td>
<td>Metro</td>
<td>RD3N: bun pan rack, mobile</td>
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<td>52</td>
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<td>25</td>
<td>Rubbermd</td>
<td>262000 Gray: trash container</td>
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<td>3.88</td>
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<td>Rubbermd</td>
<td>261960 Gray: BRUTE container lid, 19-7/8&quot;D x</td>
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<td>1.02</td>
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<td>13.1</td>
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Equipment - Sodexo owned

Page 4 of 5  April 10, 2017
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<td>Pizza oven</td>
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<tr>
<td>Pizza warmer cabinet on the grill line</td>
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<tr>
<td>Small wares (pots, pans, trays, carts, utensils, etc.)</td>
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<tr>
<td>Coffee Bar (except Espresso machine, coffee brewer &amp; large silver coffee dispensers)</td>
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<tr>
<td>Office equipment (except for safe, desk &amp; chair)</td>
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