



SAN DIEGO COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL (RFP) 21-02

FOOD SERVICE PROVIDER FOR SAN DIEGO COMMUNITY COLLEGE DISTRICT

PROPOSAL DUE DATE:

May 5, 2021 at 10:00 AM PDT

Delivered to:

San Diego Community College District
PURCHASING AND CONTRACT SERVICES
C/O CENTRAL DISTRIBUTION CENTER:
9315 Hillery Drive, San Diego, CA 92126

No late proposals will be accepted!

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSAL (RFP) #21-02
FOOD SERVICE PROVIDER**

NOTICE

Notice is hereby given that the Board of Trustees of the San Diego Community College District (District) shall receive proposals for providing food services according to the terms, conditions, and specifications prepared for the San Diego Community College District and described in general as: **Request for Proposal #21-02 Food Service Operations.**

Each proposal must conform and be responsive to the specifications in this Request for Proposal (RFP).

A mandatory pre-proposal site visit is scheduled for 9:30 AM PDT, April 12, 2021 and April 13, 2021. All interested parties shall notify the District if they intend to be present via email to krosas@sdccd.edu no later than April 7, 2021 by 5:00 PM PDT for further details. Interested parties must attend both dates.

PROPOSAL SUBMISSION

The San Diego Community College District Office is currently closed, as we are working remotely due to COVID-19. If you will be responding to the RFP, please communicate with Kelly Rosas, krosas@sdccd.edu for delivery instructions. The RFP response must be received no later than Wednesday, May 5, 2021 at 10:00 AM PDT, no exception to this will be made.

Proposals shall be accepted until **10:00 AM PDT, Wednesday, May 5, 2021** at which time proposals shall be opened and proposer's name shall be read aloud at the hand carry address listed below. If you wish to attend the opening in person, COVID protocols will be followed (social distancing, hand sanitizer, face masks will be required, and temperature checks). If you wish to attend the opening via Zoom, please contact Kelly Rosas at krosas@sdccd.edu for the Zoom log-in information. NO faxed proposals shall be accepted. Proposals shall be submitted in a sealed envelope with the RFP number, RFP name, and the proposer's name and address clearly marked on the front of the envelope. For purposes of opening proposals, the time of day shall be shown on the public clock located at the same hand carry office listed below. It is the responsibility of the proposer to make sure the proposal is delivered to the specified location by the end date and time listed.

Contractor shall complete, sign, and submit one (1) clearly marked original, seven (7) bound copies and one (1) electronic version of the proposal; electronic versions may be submitted on compact disk or USB drive and shall be formatted in Portable Document Format (PDF). All data shall be clearly and legibly written. Signatures must be made in the appropriate spaces. Changes and erasures must be initiated by the individual signing the proposal. All blank spaces provided must have entries. The original proposal is to be submitted on 8 ½ x 11" white paper, font size no smaller than 12 point (recommended Arial or Times New Roman) with a 1" margin for top, bottom, right, and left page of the proposal. The entire proposal submission is limited to seventy-five (75) pages. The official proposal submission is the original hard copy. If there is a discrepancy between the original hard copy and the USB thumb drive, the original hard copy will be considered the Proposers official submittal.

Proposals are to be delivered to the following address:

Physical Address:
San Diego Community College District / Central Distribution Center
Attention: Purchasing and Contract Services / Kelly Rosas
9315 Hillery Drive
San Diego, CA 92126
Hours of Operation: Monday – Friday, 8:00 AM -1:00 PM PDT

QUESTIONS

All questions and inquiries should be made in writing and emailed to krosas@sdccd.edu with subject titled “RFP 21-02 Food Service Operations.” Questions will be accepted until 5:00 PM PDT on Wednesday, April 21, 2021.

REJECTION/WITHDRAWAL

The District reserves the right to reject any or all proposals or to waive any minor irregularities therein. Proposals shall be binding upon the Contractor for ninety (90) calendar days following the proposal due date. No proposals may be withdrawn after public opening.

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SECTION I.

PURPOSE OF THE RFP

San Diego Community College District (District) is seeking proposals from qualified contractors to provide comprehensive food services at San Diego City College, San Diego Mesa College, and San Diego Miramar College. The successful contractor shall provide quality service that is responsive to the needs of each College, its students, faculty and staff at prices competitive with those in the surrounding community.

Services shall include but are not limited to the following:

- Cafeteria Services
- Coffee Services
- “Grab and Go” Services
- Catering Services
- Vending Services – to be assumed in 2023

The district offers an outstanding opportunity in Food Services Management with annual sales of approximately \$3,900,000.00. (Sales are based on figures from a full year of sales for fiscal year 2019, due to COVID-19. Impact to 2020 operations.)

DISTRICT PROFILE

As one of the largest of California’s 73 community college districts, the San Diego Community College District serves in excess of 100,000 students annually at its three, credit colleges, San Diego City College, Mesa College, Miramar College, and seven campuses of San Diego College of Continuing Education.

The colleges offer associate degrees and career technical certificates that prepare students for transfer to universities and/or career pathways with higher paying jobs. In addition, Mesa College offers a bachelor’s degree in Health Information Management as part of California’s Baccalaureate Pilot Program.

The San Diego Community College District employs more than 6,000 employees.

SECTION II.

INSTURCTIONS TO PROPOSERS

The anticipated timeline, subject to change for the complete process is as follows:

RFP Release	March 18, 2021
Mandatory Tour of College Facilities	April 12 and April 13, 2021
Q & A Meeting Via Zoom	April 16, 2021
Deadline for Questions	April 21, 2021 @ 5:00 PM PDT
Proposals Due	May 5, 2021 @ 10:00 AM PDT
Oral Presentations (if needed)	May 14 through May 20, 2021
Award	June 10, 2021

1. Proposals shall be received until 10:00 AM PDT on May 5, 2021 for furnishing the services described herein. Proposals received after this time and date shall be rejected and not considered for contract award. Proposals maybe delivered by mailing or in person delivery to:

San Diego Community College District / Central Distribution Center
Attention: Purchasing and Contract Services / Kelly Rosas
RFP 21-02
9315 Hillery Drive
San Diego, CA 92126
Hours of Operation: Monday – Friday, 8:00 AM -1:00 PM PDT

Proposals must be sealed and clearly marked with the RFP number the RFP name, and the proposer’s name and address the front of the envelope.

2. No telephone or fax proposals shall be considered. Proposals received after the time and date stated above shall be returned to the contractor unopened.
3. Contractor shall complete, sign and submit one original, seven (7) bound copies and one (1) electronic version of the proposal. The original copy shall be clearly marked “original.” The original proposal is to be submitted on 8 ½ x 11” white paper, font size no smaller than 12 point (recommended Arial or Times New Roman) with a 1” margin for top, bottom, right, and left page of the proposal. The entire proposal submission is limited to seventy-five (75) pages. The official proposal submission is the original hard copy. If there is a discrepancy between the original hard copy and the USB thumb drive, the original hard copy will be considered the Proposers official submittal.
4. Proposals shall be binding upon the Contractor for ninety (90) calendar days following the proposal due date. All general terms and conditions and general specifications included in or appended to this request for proposal (RFP) apply to any food service contract subsequently awarded.
5. Any questions concerning requirements presented in this RFP must be submitted in writing via email to krosas@sdccd.edu with the subject title “RFP 21-02 Food Service Operations.” Any changes, clarifications, or other interpretations regarding this RFP shall be sent by the District to each contractor

who has received or requested a copy of this RFP and has attended the mandatory pre-proposal site visit. These addenda shall become part of the RFP and shall be included in the Final agreement between the contractor and the District. **The last date for submitting questions is April 21, 2021 no later than 5:00 PM PDT.**

6. The District reserves the right to accept or reject any or all proposals or any part thereof, and to waive any minor irregularities in any proposal when it determines that it is the best interest of the District to do so.
 7. The term of this agreement shall be for a period of three (3) years with an option to renew for two (2) additional one year extensions. Pursuant to Education Code section 88004.5, however, the District will retain the right to refuse the agreement on an annual basis. It is anticipated that the agreement shall commence on or about July 1, 2021 and continue through June30, 2024.
 8. **A mandatory pre-proposal site visit to each College cafeteria and satellite location is scheduled for April 12 and April 13, 2021. Attendance at this mandatory meeting is a prerequisite to submitting a proposal. Those who attend the site walk will be permitted to attend the Q & A session on April 16, 2021. If potential contactors do not attend the mandatory site walks, contractor cannot attend the Q & A session on April 16, 2021..** The purpose of the mandatory meeting is to allow potential Contractors an opportunity to present questions and obtain clarification relative to any portion of this RFP. All questions asked during the meetings shall be answered in writing to all Contractors in attendance. All COVID-19 safety protocols will be enforced for this in person site walk. **Proposals submitted by contractors who fail to attend the mandatory site visit will be rejected by the District.**
- All interested parties shall notify the District if they intend to be present via email to krosas@sdccd.edu no later than April 7, 2021 by 5:00 PM PDT for further details.**
9. On or about July 1, 2021, the District expects to formally sign an agreement with the successful Contractor in the form attached hereto as Appendix A.
 10. An oral presentation and/or negotiations meeting may be required after the District receives and reviews written proposals. If the District requires such a meeting, the proposer's will be notified of the scheduled time and place. Each contractor should be prepared to discuss and substantiate any areas of the proposal submitted, its own qualifications for the services required, and any other of interest relative to its proposal. The cost of travel, presentation preparation fees, etc., will not be reimbursable by the San Diego Community College District. RFP preparation costs will not be reimbursable by the San Diego Community College District.
 11. The District reserves the right to conduct discussions with the contractors, and to accept revisions, and to negotiate changes to the RFP responses and the form of the agreement attached hereto as Appendix A. During this discussion period, the District shall not disclose any information derived from proposals submitted or from discussions with other contractors.
 12. Award shall be made to the responsible contractor whose proposal is determined to be the most advantageous to the District based on the Evaluation Criteria identified in Section VII for which point values will be developed prior to the submission of proposals.

13. The proposal should be submitted in the format requested. All proposals must be signed (SECTION VIII) by an individual authorized to extend a formal proposal.
14. Any manufacture's names, trade names, brand names or catalog numbers used in this proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer but is only listed in order to advise potential proposers or the requirements for the District. Any offer which proposes like quality, design or performance shall be considered.
15. Any contractor submitting a proposal shall be deemed to have read and understood all the general terms and conditions, the general specifications, the agreement attached hereto as Appendix A and all requirements contained in this RFP.
16. The District reserves the right to incorporate additional standard contractual provisions into the agreement in response to this request and to require indemnification from harm and such insurance as may be required by the agreement. The successful contractor is expected to enter into an agreement provided by the District in the form attached hereto as Appendix A.
17. To the extent the Contractor wishes to negotiate changes from the terms and conditions of the Agreement attached hereto as Appendix A, each contractor submitting a written proposal shall include in its proposal all additional or different requirements, terms, specifications or conditions it may have, and should not assume that an opportunity shall exist to add such matters after the proposal is submitted.

SECTION III.

CURRENT FOOD SERVICE OPERATIONS

The District is currently a self-service operation at all of its locations. The District is interested in partnering with an innovate contactor to provide food service options. District students and staff desire a wide variety of healthy, fresh food items offered at reasonable prices. The District is seeking proposals from established food service companies that have a successful record of providing food and dining services to comparable institutions. The District is interested in proposals from proposers who think outside of the box and who can offer the District inventive, high quality, healthy, and cost effective dining solutions for its students, faculty, and staff. The District envisions that the campuses may house either:

1. A branded food service operation, where the Contractor has employees working within a franchise operation, or
2. A food service operation managed by a Contractor, who oversees various subcontracted food service operations, or
3. A traditional food service operation managed by the Contractor, or
4. A combination of the above. The District is seeing to partner with a Contractor who has a commitment and a track record of customer service. Pleasant and courteous staff members and leaders who understand that the District desires a team approach with the Contractor and who is willing to demonstrate professional responsibility to customer services issues and support the District.

Food service operations provided pursuant to this RFP shall not include management or control over foods provided by students at designated student fundraising activities.

The successful proposer should have the capability to vastly improve the diversity and quality of food offerings, to directly increase traffic and therefore revenue available to the District and to the proposer.

Current hours of operation and locations served by the existing agreement are listed below.

San Diego Mesa College

San Diego Mesa College first opened its doors in 1964. Initially offering education to 1,800 students, Mesa College has become one of the largest community colleges in California, now serving just over 33,000 students. Mesa College is located in Clairemont Mesa in San Diego County. The Mesa Commons Center is the main facility for dining, Bookstore, and Receiving. The Mesa Commons building opened in August, 2016. The building houses a split level café with concept kitchens, the M Stop (C-Store), and Java Jive coffee counter.

Main Café: Monday – Thursday, 7:00am – 7:00pm and Friday, 7:00am – 1:30pm

M Stop: Monday – Thursday, 7:00am – 8:00pm and Friday, 7:00am – 1:30pm

Java Jive: Monday – Thursday, 7:00am – 5:00pm, closed Friday

Terrace Café: Monday – Thursday, 7:30am – 6:00pm, closed Friday

LRC Café: Monday – Thursday, 7:45am – 7:30pm

In addition to the retail food service at this College, there is a Culinary Arts/Culinary Management in Hospitality program which operates a small, fine dining restaurant (72-Fifty) serving lunch from 11:15am – 1:15pm, daily. The program operates out of a separate area of the building and has little impact on the College food service operation. Food service operations provided do not include management or control over foods provided by the Culinary Arts program.

More information about the college can be found at www.sdmesa.edu.

San Diego Miramar College

San Diego Miramar College has a rich history dating back to 1969. The college has grown to more than 16,000 students pursuing more than 160 degrees and certificates. The college is located in the Mira Mesa neighborhood of San Diego County and sits on 120 acres. The Student Services Center opened in August, 2013. The Student Services Center is the campus hub which houses a Main Café and C-Store.

Main Café: Monday – Thursday, 7:30am – 6:30pm

C Store: Monday – Thursday, 7:30am – 7:30pm, and Friday, 7:30am – 1:00pm

LLRC: Monday – Thursday, 7:30am – 12:30pm

More information about the college can be found at www.sdmiramar.edu.

San Diego City College

San Diego City College was established in 1914 as the third community college in California. City College makes up 60 acres of Downtown, San Diego. The campus has received extensive expansion and renovations over the last 20 years. The Main Café and C-Store building recently has been upgraded with new roofing, lights, and electrical. The campus includes coffee locations and a grab and go market in the Math & Science Building located at 16th and C Street.

Main Café: Monday – Thursday, 8:00am – 2:30pm and 4pm – 6pm; closed Friday

C-Store/Knight Market: Monday – Thursday, 8:30am – 4:30pm, Friday 8:30am – 1:30pm

Knight Espresso: Monday – Thursday, 8:30am – 2:00pm, closed Friday

MS Building at 16th & C St.: Monday – Thursday, 7:00am – 6:00pm, Friday, 7:00am – 2:00pm

More information about the college can be found at www.sdcity.edu.

Catering

Each respective College food service program shall handle most events which take place in the cafeteria as well as other campus locations. Contractor shall be expected to provide catering to large and small College groups and outside groups and functions when requested to do so by the College.

District Employees

The District currently employs sixteen (16) Classified, Contract employees and four (4) Classified, Supervisory employees. It will be a requirement of this proposal that all current employees are retained, and that any subsequent employees to be hired to perform the job functions of these employees shall be hired as employees of the District. The District is willing to enter negotiations with the successful vendor regarding sharing the costs of employee compensation.

Please include in your proposal how the District would retain all current employees as District employees and require the Contractor to reimburse the District for employee wages and benefit costs. Please include an outline of how Contractors staff would be incorporated with District Staff. Please acknowledge in your proposal your intent to comply with all terms and conditions of the collective bargaining agreement between the District and the Union representing the food service workers. Refer to schedule 1 for current salary information and position classification.

SECTION IV.

MANDATORY RESPONSES

Proposals must include the Mandatory Proposal Certification as per section VIII. In addition, the Contractor must submit a proposal addressing each of the following points in the same order as presented herein. Failure to do so could eliminate that proposal from consideration.

A major portion of the proposal response is to assess each contractor's understanding of each San Diego Community College District's college as specified within and potential application of creative resources to affect an operationally and financially successful food service program to support the mission and goals of the District and Colleges. Each Contractor should understand the local flavor surrounding each College and incorporate this into their proposal. Contractor proposal shall include:

- A. A letter of intent summarizing the following:
 - a. Contractor understanding of the scope of work
 - b. Contact information for this RFP (name, phone, fax, email)
 - c. Type of business entity proposing the service
 - d. Office locations, location of regional personnel that shall be assigned to the District's account
 - e. Brief history of the company and statement of qualifications
 - f. A description of standard services offered
 - g. Information regarding the subcontracting of any services
 - h. A representative client listing that the District may contact for references

The letter of intent must be signed by an official authorized to make such commitments and enter into a contract with San Diego Community College District. The letter must include the officer's title.

- B. A plan to provide everyday food services for students, staff, faculty and guests in the cafeteria. Include proposed cafeteria menu with portion size, pricing information and options such as vegetarian, gluten free and plant based items. Plan should also include an assessment of the current cafeteria operation and a description of proposed changes including but not limited to:

- a. Cosmetic improvements
 - b. Advertising/marketing plans
 - c. Special promotions, services, menu enhancements
- C. A catering plan to include:
- a. Menus
 - b. Service levels offered (table linen, china; disposable service ware, carry-out)
 - c. Pricing for various levels of service
 - d. Staffing levels per customer for seated service functions
 - e. Brochure/marketing documents and marketing plan
 - f. Relevant catering experience
- D. Sources of supply and length of supplier relationships. Include grades of food to be supplied. Contractor shall guarantee that all supplies, equipment and services meet or exceed specifications published by the American Public Health Association and the National Sanitation Foundation.
- E. A brief description of your company's overall policy regarding environmental sustainability. Describe the company's environmental sustainability program and how it shall be incorporated at the Colleges. Provide a plan to address environmental issues including organic foods, biodegradable paper and plastic products, recycling and composting, energy conservation.
- F. A detailed description of your companies approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the food service facilities at the Colleges. Outline self-inspection procedures and submit data supporting existing safety and sanitation practices.
- G. Detailed descriptions regarding human resources your company proposes to provide in order to reach the goals outlined in the RFP. Include resumes for those in management positions and position descriptions for non-management positions. These items should address:
- a. Qualifications and responsibilities of each position
 - b. Experience of proposed manager/site supervisors
 - c. Provide schedule of management coverage in terms of days/hours
 - d. Detail company employment policies which include but are not limited to nondiscrimination, drug/alcohol abuse, and background checks and fingerprinting. The successful contractor shall verify that personnel assigned to the College are citizens of the United States or individuals who have been lawfully permitted to work in the United States, and that they do not have any disqualifying convictions.
 - e. TB Testing and Livescan processing are a requirement for employment with the District. The awarded Contractor will need to maintain records of TB and Livescan. This expense is not reimbursable by the District.
 - f. Include response as requested in Section III in regards to existing Contractor's employees as well as retaining current District employees.
- H. A communications plan that details the following:
- a. Describe what type of ongoing communication the District shall receive from the Contractor. (Include frequency, topics, and other pertinent data.)
 - b. Each College has a Food Service Advisory Group – please outline how your company -will be involved.
 - c. Detail method of advanced notice and approval regarding menu/pricing changes.

- I. A quality assurance plan with respect to all aspects of the College food service program. Including, but not limited to:
 - a. Provide sample inspection/quality audit forms used internally and as part of any district/regional visitations. Please state if the results of these audits shall be shared with the Manager of Business Services and individual College Vice President's.
 - b. Follow-up procedures for customer complaints.
 - c. A plan for ongoing and periodic customer service feedback and monitoring.
 - d. Forecasting, merchandising, production and quality control techniques such as taste-testing, temperature testing, utilization of leftovers, identification and deletion of unpopular items and related tasks.
 - e. Methods to provide identification and response to retail and catering customer needs.
- J. A proposal outlining potential to operate the full scope of services identified in this RFP.
- K. A financial offer to the District which may include a minimum guarantee, commission schedules, in-kind contributions, and other financial considerations your organization is proposing to support the mission and goals of the District.
- L. Provide certification that the Contractor's business is legally permitted or licensed for the services offered to conduct business in the State of California. If the Contractor is a sole proprietorship or partnership, include a copy of the California business license. If the Contractor is a California Corporation, provide a copy of the corporate number issued by the Secretary of State.
- M. Licenses and Permits – Attach a copy of any current health permits, business licenses, resale permits, and any other pertinent documentation to the proposal. Copies of health inspection reports will be sent to the Manager of Business Services. The contractor is responsible for maintaining health and safety standards reflective of positive health inspection reports. Contractor will ensure that all employees have current food handler cards and that copies of all food handlers cards are maintained for each campus. If requested, copies will be provided to the District.
- N. Any exceptions, changes and/or additions to the terms and conditions of the Agreement attached hereto as Appendix A, no matter how minor, must be clearly identified and, if applicable, revised terms/conditions must be proposed. It shall be assumed that the Contractor accepts all terms and conditions presented unless the exceptions are clearly stated in the proposal response. The District reserves the right to reject any proposed exceptions, changes and/or additions.
- O. Additional information that the District should consider in evaluating the firm's proposal.

SECTION V.

GENERAL TERMS AND CONDITIONS

A general description of the terms and conditions under which the Contractor shall operate are set forth below and the actual language of the Agreement that the District and the successful Contractor shall execute is attached hereto as Appendix A.

a. FACILITIES RESPONSIBILITY

All designated food service areas and operations shall be under the overall control of the District. Under normal operating circumstances, day-to-day management and supervision of the designated food service areas shall be under the management and supervision of the Contractor.

b. RIGHT OF INSPECTION

The District reserves the right to periodically conduct unannounced inspections with or without the Contractor and/or the Contractor's consent. The District's Manager of Business Services, respective College business managers and/or contract administration or designee(s) and all state and local authorities shall have complete cooperation from the Contractor.

c. AGREEMENT AND TERM

The Agreement shall be in the form attached hereto as Appendix A and shall have an initial term of three (3) years with the right to renew upon mutual agreement, for two (2) additional one (1) year terms commencing on or about June, 2021. Pursuant to Education Code section 88004.5, however, the District will retain the right to refuse or renew the Agreement on an annual basis.

d. ASSIGNMENT

The Contractor shall be deemed to be an independent contractor and shall not, during the terms of the Agreement, or any renewal or extensions thereof, sell, assign, transfer, sublet, or sublease all or any part thereof without the prior written consent of the District. Should the contractor become insolvent, or if proceeding in bankruptcy shall be instituted by or against the contractor, the remaining or unexpired portion of the Agreement shall be automatically terminated; however, the District shall retain the right to reinstate the Agreement upon such termination.

e. SUBCONTRACTING

Subcontracts, if any, are subject to the prior approval of the District. The Contractor shall be responsible for the satisfactory performance and adherence to all Agreement specifications of the approved subcontractor and for the conduct of the employees of said subcontractor. Substandard performance by an approved subcontractor can constitute an event of default under the Agreement. If the Contractor wishes to engage Food Truck services, these would need Districts approval prior to an agreement.

f. USE OF DISTRICT/COLLEGES NAME AND REGISTERED TRADEMARKS

In no instance shall the Contractor use the District's name or any of its registered or unregistered service marks, trademarks, or logos, or those of any of the Colleges, for any purposes (including, but not limited to advertising or promotions) without first obtaining the District's specific written consent.

g. AMENDMENTS

The Agreement shall not be modified, amended or changed except by an instrument in writing executed subsequently to the execution of the agreement by both parties.

h. INSURANCE

Throughout the agreement period, the contractor agrees to maintain in full force and effect, at its sole expense, the following insurances:

- | | |
|---------------------------------|--|
| 1. Worker’s Compensation | Statutory Limits |
| 2. Commercial General Liability | \$1,000,000 per occurrence/\$3,000,000 aggregate |
| 3. Automobile Liability | \$1,000,000 |

*District to be added as an additional insured on contractor policies. A copy of the insurance documents with the District named as insured needs to be submitted by June 21, 2021.

The contractor shall provide and maintain certificates of insurance and additional insured policy endorsements that name the District as an additional insured on contractor’s policies and provide a copy of any relevant insurance policies upon request of the District.

i. BOND

Prior to the execution of the contract, Contractor shall provide a Performance Bond in the amount of \$50,000 for the food service operations. The bond will be due to the District within two weeks of a signed agreement.

j. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the District, its Board of Trustees, officers, agents, members, employees, affiliates, and volunteers against any and all liability, claims, demands, suits, causes of action, damages, personal injuries, death, expenses, attorneys’ fees, losses and costs of every kind and nature, occurring in connection with or any incident to or arising out of the contractors or its employees, agents, or representatives presence at the District, service operations or work in connection with the Agreement.

k. LAWS TO BE OBSERVED

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and maintenance of the dining service facilities and Contractor’s activities undertaken pursuant to the Agreement.

l. RULES AND REGULATIONS

The Contractor will covenant and agrees to comply with all District policies and guidelines, including, but not limited to those set forth below. The District reserves the right to make and enforce such other reasonable policies and guidelines which the District deems are necessary or advisable in order to promote the safety, care, preservation, and cleanliness of the designated food service areas and for the protection and maintenance of District property in general. The Contractor shall pay the cost of remedying or repairing damage to designated food service areas or other District property due to noncompliance with the following policies and guidelines.

- a. Facility Damage – No nails or screws shall be driven, screwed or otherwise placed into the walls, floors or other parts of any room or area without the consent of the District; nor shall Contractor permit the premises to be defaced or damaged.

- b. Facility Alterations – No alterations shall be made on the premises nor shall additional partitions or fixtures be installed in said premises without written consent of the District.
- c. Prohibited Signs – No signs, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the buildings without the prior approval of the District. The exception shall be Contractor employee postings in non-public areas controlled by the Contractor. All signs shall be of a uniform nature in all food service area.
- d. Unlawful Gambling – The contractor shall not permit gambling or unlawful practices of any kind on or in facilities within the scope of this Agreement.
- e. Removal of District Property – The contractor shall not remove or permit the removal from District facilities, any kitchen equipment, food service items or other property owned by the District or use of District owned property and equipment assigned to the contractor other than in the performance of the food services permitted by the Agreement.

J. TAXES AND PERMITS

The contractor shall be responsible for the payment of all taxes, permits, licenses and fees applicable to its property, income and business, arising out of or in connection with the performance of the Agreement. The District shall not reimburse contractor for any direct or indirect tax imposed on it by reason of the Agreement.

K. PARKING

Contractor parking spaces at each College shall be available on a first come, first served basis. Parking passes are supplied by the District’s Police Department.

L. ALCOHOLIC BEVERAGES

No alcoholic beverages shall be sold or served by contractor in any District facility without prior written permission from the District. If the sale/or service of alcoholic beverages is permitted in District owned facilities or areas, the contractor, at its cost, shall be responsible for obtaining any licenses or permits required for those activities unless parties hereto in writing agree otherwise. All alcohol service within the District and on the Colleges is subject to Board of Trustees restrictions. These as well as food service industry standard and best practice procedures must be followed with respect to serving alcohol in all public facilities and at catered events.

SECTION VI.

GENERAL SPECIFICATIONS

A general description of the general specifications under which the contractor shall operate are set forth below and the actual language of the Agreement the District and the successful contractor shall execute is attached hereto as Appendix A:

A. ACCESS TO PREMISIS

The contractor shall have access to the premises at reasonable times, as determined and coordinated by the District.

B. MANAGEMENT AND PERSONNEL

The contractor shall employ qualified personnel, adequate in number, training and experience to provide for the efficient management and operation of the food services in accordance with the specifications. The contractor shall continually provide training and development programs for employees at all levels of the food service operation.

C. LEGAL COMPLIANCE

The contractor shall comply with and be financially responsible for all applicable federal, state and local laws and regulations regarding the employment, compensation, and payment of its non-District personnel. This includes but is not limited to, unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses.

D. MANAGEMENT PERSON/TEAM

The contractor's on-site management person/team must have an appropriate amount of professional training, formal education, experience, interpersonal characteristics, and public relations skills to provide the expertise required for a high quality retail (to including branding) and catering food service.

E. MANAGEMENT JOB DESCRIPTIONS

The contractor shall provide position descriptions and resumes for individuals who are being considered for the on-site manager position(s). The District shall have the right to request interviews of proposed candidates for the director/manager positions and review contractors final recommendation before an appointment is made. While the District reserves the right to review and comment on such appointments, the contractor alone shall have the right to make such appointments and shall be solely responsible for the employment decision.

F. MANAGEMENT TEAM CHANGES

Persons in positions with management responsibility (defined as key support and unit managers and above) shall not be changed unless mutually agreed upon in writing between the District and the contractor with thirty (30) days advance notice in writing.

G. MINIMUM ON-SITE REPRESENTATIVE QUALIFICATIONS

Candidates for the on-site representative's position should have a minimum of five (5) years full-time professional food service experience in comparable progressively responsible positions and formal/continuing education in food service and food service industry related areas.

H. UNLAWFUL BEHAVIOR

The contractor is responsible for the on-campus behavior of all its employees. Said employees shall abide by all rules and regulations which govern District employees. Infractions of those rules and regulations may result in the District requesting that the individual no longer be employed at the contractor's District account.

I. EQUIPMENT/FACILITIES – USE, REPAIRS, AND MAINTENANCE

The contractor shall be responsible for assuring the District that its employees, agents or designees are properly using and caring for the equipment and facilities assigned to it in the performance of its daily duties. The contractor shall be responsible for making all repairs and performing all manufacturer/industry standards preventative maintenance procedures necessary to properly maintain and operate all District owned or purchased capital equipment, furnishings and building components. In the event that contractor negligence results in diminished or non-performance of District owned equipment, contractor shall reimburse the District for necessary repairs or replacements. The contractor will be responsible for supplying their own point of sale system for each operation/concept. This will not be reimbursable or supported by the District.

J. KEYS

The contractor shall be responsible for accounting for the location of any keys, access cards, entry devices or locking devices provided to the contractor at the onset of the agreement. The contractor shall be responsible for the cost of replacement of lost keys, access cards or entry devices. If the District determines that keys, access cards or entry devices lost by the contractor or its employees could compromise District buildings or College security, the contractor shall be responsible for paying all costs associated with re-keying or reprogramming designated locations.

K. THEFT/BURGLARY

The contractor shall be responsible for immediately reporting to the respective College Police and Manager of Business Services any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The contractor shall be responsible for reporting to the District all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the premises.

L. CUSTOMER MONITORING

- a. Customer Surveys – The contractor shall cooperate with the District in ongoing and periodic monitoring of customer satisfaction for value received through an evaluation system involving a representative cross section of the College community including catering patrons and guests. One of these evaluation methods shall be regular formal performance surveys for each respective food service program customer which the District reserves the right to conduct independently of the contractor. The survey instrument(s) and/or survey methodology shall be subject to the review and approval of the Manger of Business Support services or designee.
- b. Other Surveys – The contractor is encouraged to engage in other forms of customer monitoring, such as comment cards or online surveys, as it deems necessary or appropriate.

M. UTILITIES

- a. Cost Responsibility – The District shall be responsible for providing electricity, gas, water, sewer service, and air-conditioning, where applicable, for food service operations.
- b. Utility Provision – The District cannot guarantee an uninterrupted supply of water, electricity, gas, heat or air-conditioning. However, the District shall take reasonable efforts to effect

restoration of the service following an interruption. The District shall not be liable for any loss which may result from the interruption of any utility services.

- c. Energy Conservation – The Contractor shall assume responsibility for maximum utility/energy conservation. The contractor shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the food service facilities are not in use or when business volume dictates a reduction in the use of utilities. The District reserves the right to pass on any fines assessed by federal, state, or local agencies for energy abuse due to contractor negligence.
- d. Credit Card Payments and Electronic Benefit Transfer (EBT) – Contractor shall accept credit and debit cards, and shall pay all merchant charges and other costs associated with acceptance of these cards. Contractor shall provide for student use of EOPS food vouchers issued by the EOPS campus programs and any other food voucher programs that might be implemented by the District from time to time. It is recommended that the Contractor will accept the use of Electronic Benefit Transfer (EBT) cards in applicable café areas.
- e. PCI Compliance/Network – It is critical to identify the responsibility of a respective contractor regarding Payment Card Industry (PCI) compliance and support of the equipment involved in credit card processing.
 - 1. Equipment: Contractor will supply all equipment necessary for credit card processing. This includes registers, servers, and network electronics. All equipment shall be isolated to the food services offices.
 - 2. Network: Network connectivity must be dedicated and isolated from the SDCCD network. The contractor shall assume all cost and responsibility of network connectivity.
 - 3. Payment Card Industry Data Security Standards (PCI DSS) Compliance: All aspects of PCI DSS compliance are the responsibility of the contractor.
 - 4. Support: It is the contractor’s responsibility to provide information technology utilized in the solution. This includes any issues related to network connectivity and all register and server operations, hardware, software, licenses, subscriptions, or maintenance agreements required to support the solution. It also includes diagnosing problems, monitoring services, and any maintenance. If remote access is not available or sufficient, the contractor is responsible for providing on-site support. Subsequent to the beginning of the Agreement, any required upgrades, hardware and software are the responsibility of the contractor.

District personnel including all District Office and College staff are not responsible for supporting the daily operations of food services. The District will not reimburse the awarded contractor for any information technology related fees or employee salaries or benefits.

N. SANITATION AND SAFETY

- a. Scope – The Contractor shall provide daily housekeeping, cleaning, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. These facilities shall include, but not be limited to, production and serving area, snack bars, carts, refrigerators, freezers, walk-in coolers, receiving and storage, trash and garbage, employee restrooms, offices, hallways and stairs used by the contractor. During the course of each business day, the contractor shall have the responsibility to spot clean all dining area. All

- food service areas from the serving area, back through and including the kitchen, storage areas and loading dock, shall be the sole responsibility of the contractor.
- b. **Minimum Training Standards:** The contractor shall have the adequate personnel with sufficient training to ensure that all employees are trained in the highest legal and generally accepted industry standards of sanitation and safety, and supervised in a “clean as you go” policy that shall result in a clean and orderly facility at all times. At a minimum, at least one fulltime management person should have successfully attained a Certified Food Service Sanitation Professional designation. All other key management and staff employees should have successfully completed the National Restaurant Association’s “ServSafe” or equivalent program. The Contractor shall maintain training records and make such records available for review upon District request.
 - c. **Holiday Closures:** When the Food Service areas are closed for District vacations/holidays, these areas shall be left in a clean and ready-for-inspection condition.
 - d. **Food Handling/Sanitation/Safety Practices:** The contractor shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food.
 - e. **Linens and Uniforms:** The contractor shall be responsible for providing cleaning, maintenance, and adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens. Contractor employees shall be in uniform and wear a visible name tag identification at all times while on duty. Management shall be appropriately dressed (but not necessarily in uniform) and wear name tag identification.
 - f. **Employee Illness:** The contractor shall not allow any food service employees to work with known illnesses which are transmitted through the air or via the food products, equipment or other mediums; open sores; or other symptoms. Any contagious disease such as hepatitis must be reported immediately to the College’s liaison as well as the District and local Health Department authorities.
 - g. **Pest Control:** The contractor shall coordinate its deep cleaning and pest control procedures with District building management and be responsible for implementing and sustaining measures to prevent infestation in accordance with the District’s pest control measures. The contractor shall have the responsibility for paying for all approved pest control procedures.
 - h. **Conservation/Recycling:** The contractor is urged to purchase and promote the use of environmentally friendly post-consumer waste products. In addition, the contractor is encouraged to recycle food, packaging, and other items to the extent that there are available markets and outlets for the products and which meet state and local sanitation and safety regulations.
 - i. **Garbage:** The District shall provide for the removal of trash and garbage which has been delivered to the designated dumpster locations.
 - j. **Accident Prevention:** An aggressive program of accident prevention and safety education shall be adopted and implemented by the Contractor. Proper instructions on the use of equipment

and food handling techniques shall be provided in the promotion of safe and accident free environment.

- k. Incident Reporting: The contractor shall immediately report fires, accidents, unsafe conditions, thefts, and security hazards to the College liaison and District. The contractor shall immediately fix and/or report any citations by local, state or federal agencies or those identified by District representatives for unsafe conditions.
- l. Fire Prevention: The Contractor shall furnish and maintain fire extinguisher equipment and supplies. Contractor shall notify the College liaison and District immediately after any fire extinguisher use or discharge.

O. EQUIPMENT: PROCUREMENT/REPAIRS

- a. Capital Equipment: The food service areas are furnished with certain furniture, fixtures and equipment that shall remain the property of the District. An inventory list for each campus is attached to this request for proposal.
- b. Inventory: Prior to the start of the Agreement, District and contractor representatives shall jointly inspect and assess the capital and expendable equipment within the food service areas.
- c. Office Space and Furniture: The District shall provide existing office space at no charge to the contractor. The contractor shall be responsible for maintenance of such space in good condition and repair. Any office furniture not included on the capital inventory list shall be furnished by the contractor at its own expense.
- d. Equipment and Supplies Furnished by Contractor: The contractor shall provide all office machines, equipment and supplies required for the efficient conduct of business. Contractor shall be responsible for providing, at its own expense, such additional equipment and fixtures as may be necessary for the successful operation of the food services including but not limited to: display cases, restaurant equipment, shelving, cash registers, computers, merchandising units, point of sale systems. A report of all equipment supplied by the Contractor shall be reviewed and signed off by both parties prior to installation for inventory purposes. The installation of contractor-owned equipment shall require the prior written approval of the District.
- e. No Implied/Express Warranties: With respect to the equipment provided by the District, neither the District nor individual Colleges make any implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the contractor shall have the benefit of any warranty or guarantee given the District by the manufacturer or the seller of the equipment.
- f. Transport Equipment: If there are food and beverage items and/or equipment which must be transported by motor vehicle, the Contractor shall be responsible for providing 1) a vehicle(s) suitable to the purpose; 2) adequate and qualified staff to operate the vehicle; and 3) appropriate insurance to cover the activity. The contractor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Contractor's employees or agents. The Contractor's employees and subcontractors shall not be permitted to use any District owned transportation equipment. Contractor shall abide by district policies and regulations regarding transportation activity.

P. MARKETING

- a. Advertising and Promotion: The contractor shall regularly implement advertising and promotional efforts to increase the visibility and image of each College's food service program. Each College shall reasonably cooperate with the contractor in promoting and merchandising services and products to attract more customers and to more fully utilize the food service.
- b. Approval: All advertising and promotional efforts shall be coordinated through, and reviewed by the District or College designee prior to publication or distribution.
- c. Costs: The contractor shall be responsible for all costs associated with advertising and promotional efforts through printed or other medial vehicle.

Q. NUTRITION AWARENESS

A nutrition awareness program shall be provided as a self-education tool, and designed to communicate in a positive, upbeat style through a variety of informational formats, the need for a commitment to lifelong maintenance of good health through correct eating habits and physical activity. The program shall include the provision of nutritional analysis, by portion, or ach menu item, indicate amount of calories, saturated fat, cholesterol, sodium, sugar, carbohydrates, etc. This information must be posted by the serving area of the food items.

R. CATERING

The contractor shall provide a catering program for District approved functions such as receptions, banquets, private parties, refreshment service, carry-out service, Board Meetings, and any other special event. The catering program should reflect the diverse needs of students, faculty, administrators, staff, and visitors in its service menu. Existing policies which determine the scope of District sponsored functions shall determine the catered events included in the Agreement. It is important that catered functions for these groups be of the highest professional standards featuring quality service and appropriate ambiance. It is equally important that catering services be offered for small groups (6 or more) as well as large functions. Catering provided to non-District groups which come to the College for meetings, conferences and events shall be billed by the contractor and collection for such events is the sole responsibility of the Contractor unless some other College entity is acting as the organizing/sponsoring representative for that group.

S. VENDING

The District contracts directly for food, snack, cold and hot beverage vending operations with Canteen. The District is under contract with Canteen until May, 2023. At that time, the desire is for the awarded Contractor to assume vending responsibility for the District.

T. EXCLUSIVE BEVERAGE PRODUCTS

The District does not have an exclusive beverage partnership with any company; therefore, the contractor is free to offer beverage products that meet the needs of the District and economically benefit the contractor.

SECTION VII.

EVALUATION CRITERIA

The District has identified criteria it shall use in the evaluation and selection of the successful Food Service provider. Evaluation criteria will include, but not be limited to the following:

Company Information

- Company Background
- Services offered
- Financial Stability

Qualifications

- Experience with higher education clients
- Knowledge, skill and experience of key personnel, customer service
- References

Cafeteria Services

- Menu Offerings (including variety, nutrition, value/price, specials)
- Marketing strategy
- Online ordering ability
- Rewards programs
- Contactless options
- Proposed enhancements

Catering Services

- Menu offerings (including variety, nutrition, value/price, specials)
- Levels of service
- Minimum and maximum group size
- Department account terms

Quality and Diversity of Food

Quality Control, Sanitation and Safety

- Safety and compliance training and procedures

Financial Proposal

Conservation and Sustainability

PCI Compliance, Credit Card procedures

Oral Presentation (if required; will be scored individually)

SECTION VIII.

PROPOSAL CERTIFICATION/SIGNATURE

The undersigned certifies that:

Pursuant to and in compliance with this Request for Proposal, having familiarized himself with the service required and facilities involved, and after carefully reviewing the request for Proposal Document and all of the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the minimum specifications/scope of work, inclusive of items proposed.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this proposal are true and correct.

The Contractor agrees that each addendum receive and acknowledged herein shall become part of and included in this proposal. The Contractor agrees the proposal includes the following addenda (separately list each addendum received.) **Failure to acknowledge an Addendum may result in the proposal being deemed non-responsive:**

Addendum No. ____ Dated ____.
Addendum No. ____ Dated ____.

Addendum No. ____ Dated ____.
Addendum No. ____ Dated ____.

Note: **ALL ENTERIES SHALL BE LEGIBLE AND SHALL BE TYPEWRITTEN OR PRINTED.**

Signature

Type or Print Name/Title

Date

Name of Company

Address

City State Zip Code

Telephone Number / Fax Number

Email Contact

APPENDIX A.

SDCCD FOOD SERVICES MANAGEMENT AGREEMENT - DRAFT

THIS AGREEMENT (“Agreement”) is made effective as of July 1, 2021 between _____ (“Contractor”) and the San Diego Community College District having its principle place of business at 3375 Camino del Rio South, San Diego, CA 92108 (the “District”).

RECITALS

WHEREAS, Contractor desires the right to manage and operate the Food Service Program for the District.

WHEREAS, District operates three separately accredited community colleges: San Diego Mesa College, San Diego City College and San Diego Miramar College.

WHEREAS, Contractor is experienced in providing dining and retail food operations and the District has determined that it is in its best interests to contract with Contractor to provide services for the Food Service Program for students, faculty, staff and guests at the Colleges and;

WHEREAS, Contractor shall act as an independent contractor for the District in the management of the Food Service Program operation, contractor shall purchase food and supplies in Contractor’s name and shall pay the invoices and;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Definitions

- a. “Year” means each twelve-month period beginning with the first day of the Term.
- b. “Agreement” means this Food Service Management Agreement.
- c. “College Food Service Program” means those cash, catering and other related food service operations to be provided by Contractor under this Agreement.
- d. “Food Service Facilities” means the areas, improvements, personal property and facilities, including without limitation, all kitchen, kitchen equipment, Servicewares, offices and store rooms, production and serving areas, snack bars, carts, refrigerators, freezers, receiving and storage areas, trash and garbage areas, employee restrooms, offices, hallways and stairs used by Contractor and located at the Colleges.
- e. Except as otherwise provided in this Agreement, all expenses shall be the responsibility of the Contractor unless otherwise stated. Contractor responsibilities include:
 - i. Goods, including food, beverages, merchandise and supplies, and the distribution, quality control, storage and carrying of such goods.

- ii. Operating supplies and equipment needed to fully operate the Food Service Programs at the District’s identified locations.
- iii. Labor, including salaries, wages, taxes, payroll administration, benefits and insurance as accrued, retirement plans, benefits services and the cost of administering such plans and services for Contractor employees. The remaining section shall remain blank until final negotiations have been finalized with Contractor and District.
- f. “Retail Food Service Program” means the preparation, service and sale by Contractor of food, non-alcoholic beverages, goods, merchandise and other items at the Food Service Facilities, including all catering service, retail sale, cafeterias, mobile carts, satellite operations, and coffee stands.
- g. “Servicewares” means items used in the serving of food and beverages such as chinaware, glassware and silverware.
- h. “Small Expendable Equipment” means items used in the preparation of food such as pots, pans, and kitchen utensils.

II. Term

- a. The initial term of this Agreement shall be three (3) years, beginning on the date of this Agreement and ending June 30, 2024 (“Term”) unless sooner terminated as provided herein. This Agreement shall be extended for two (2) successive terms of one (1) year each only at the sole discretion of the District. In accordance with the State of California Education Code, the District shall notify Contractor in written notice of not less than ninety (90) days prior to the expiration of each year of its intent to continue the Agreement for the next fiscal year. The District’s nonrenewal of the Agreement is not a breach of the Agreement. The Agreement shall not be extended beyond a total of five (5) years.

III. Exclusive Rights

- a. Food Service Exclusive: The District hereby grants to Contractor the exclusive right to operate the Retail Food Service Program at the Colleges as set forth in this Agreement. Notwithstanding the foregoing, Contractor’s exclusive right shall not extend to the Culinary Arts program provided through San Diego Mesa College. Contractor’s exclusive right shall not extend to identified periodic student fund raising activities.

IV. Facilities and Equipment

- a. Food Service Facilities: District shall make available to Contractor suitable Food Service Facilities completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate dressing rooms and restrooms for Contractor’s employees. District shall provide existing office space and existing office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of Contractor in the performance of this Agreement. Any equipment not so provided shall be furnished by the Contractor at its own expense. All Food Service Facilities and operations shall be under the overall control of the District. District shall have full access to the Food Service Facilities at all times. The District reserves the right to periodically conduct unannounced inspections of the Food Service Facilities with or without the Contractor and/or the Contractor’s consent. The District’s Manager of Business Services, respective College business managers and/or contract administrator or designee(s) and all state and local authorities shall have complete

cooperation from the Contractor. The Food Service Facilities are furnished with certain furniture, fixtures and equipment that shall remain the property of the District. Contractor shall make major capital purchases or replacements/modifications as deemed necessary at the discretion of the District and in conjunction with the Contractor. Prior to the start of the Agreement, District and Contractor representatives shall jointly inspect and assess the capital and expendable equipment within the food service areas. Contractor shall have access to Food Service Facilities at reasonable times, as determined and coordinated by the District. Under normal operating circumstances, day-to-day management and supervision of the Food Service Program.

- b. Repair, Replacement, and Maintenance: District shall furnish building maintenance services for the Food Service Facilities; to building structure and utilities.

V. Cleaning Responsibilities

- a. Contractor Responsibilities: Contractor shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods, and grease filters) and for the routine cleaning of cafeteria tables and chairs. During the course of each business day, the Contractor shall have the responsibility to spot clean all dining areas. All food service areas from the server back through and including the kitchen; storage areas and loading dock shall be the sole responsibility of the Contractor. Contractor shall have a “clean as you go” policy that shall result in a clean and orderly facility at all times.
- b. District Responsibilities: District, at its expense, shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors. In addition, the District shall be responsible for trash and garbage removal once placed in dumpsters by Contractor.

VI. Food Service: Catering/Retail Sales

- a. Food Service: Contractor shall manage the College Food Service Program for the District’s students, faculty, staff and guests at such hours and locations as the District and Contractor mutually determine. Contractor shall submit menus to such persons as the District shall designate at least (1) week in advance of implementation.
- b. Catering: Contractor shall provide a catering program to the District groups and functions when requested to do so by the District and outside groups, such as conference receptions, banquets, private parties, Board meetings, refreshment service, carry-out service and other special events, when requested by the District. The catering program should reflect the diverse needs of students, faculty, administrators, staff and visitors in its service menu. All catering functions for these groups (large or small) shall be of the highest professional standards featuring quality service and appropriate ambiance. Catering provided to District and non-District groups shall be billed by the Contractor and collection for such events is the sole responsibility of the Contractor.

c. Retail Sales Program:

- i. Locations: Contractor shall provide retail sales at the locations specified in this subsection and at such other District locations as District and Contractor shall agree to in writing. Service locations shall consist of the following:
 - San Diego Mesa College**
 - Main Café
 - M Stop Café
 - Java Jive
 - Terrace Café
 - LRC Cafe
 - San Diego Miramar College**
 - Main Café
 - C Store
 - LLRC
 - San Diego City College**
 - Main Café
 - C Store/Knight Market
 - Knight Espresso
 - MS Building Café
- ii. Hours of Operation: Contractor shall operator the foregoing facilities during days the District is in session at the hours specified in the Proposal, subject to modification as agreed upon by Contractor and District. When the Food Service areas are closed for District vacations/holidays, these areas shall be left in a clean and ready-for-inspection condition.
- iii. Menus: Contractor shall implement menu programs in accordance with the Proposal or otherwise as mutually agreed.
- iv. Payment Acceptance: Contractor shall accept credit and debit cards, and shall pay all merchant charges and other costs associated with acceptance of these cards. The Contractor is encouraged to maintain a loyalty/rewards program.
 1. PCI Compliance/Network
 - i. Equipment: Contractor shall supply all equipment necessary for credit card processing. This includes registers, servers, and network electronics. All equipment shall be isolated to the Contractor’s offices. Devices involved in credit card processing shall connect directly to the network electronics in the Contractor’s offices and not traverse any telecommunications closets (TC), data centers, or main distribution frames (MDF). Sufficient space and facilities shall be provided by the District to house the equipment necessary for credit card processing.
 - ii. Network: Network connectivity must be dedicated and isolated from the SDCCD network. The contractor shall assume all cost and responsibility of network connectivity.
 - iii. Compliance: All aspects of Payment Card Industry Data Security Standards (PCI DSS) compliance are the responsibility of the Contractor. Contractor is responsible for implementing appropriate security measures against unlawful and unauthorized

processing of any access to PCI Data of individuals, in accordance with the requirements of the PCI DSS. Contractor is responsible for securing the transmission, reception, storage and use of PCI data as long as it has possession of such data. In the event of an actual or suspected breach of security regarding PCI Data, Contractor shall promptly notify Customers and District as reasonably required with the investigative actions of PCI Council and any appropriate law enforcement entity. Staying informed of changes to PCI DSS and being compliant with those changes is the responsibility of the Contractor.

- iv. Support: It is the Contractor's responsibility to provide information technology support for the various food services facilities. This includes any issues related to network connectivity and all register and server operations. This also includes diagnosing problems, monitoring services, and any maintenance. If remote access is not available or sufficient, Contractor is responsible for providing on-site support. Subsequent to the beginning of the Agreement, any required upgrades, hardware and software are the responsibility of the Contractor.
 - v. Customer Monitoring: Contractor shall cooperate with the District in ongoing and periodic monitoring of customer satisfaction for value received through an evaluation system involving a representative cross section of the College community, including catering patrons and guests. One of these evaluation methods shall be regular formal performance surveys for each respective food service program customer which the District reserves the right to conduct independently of the Contractor. The survey instrument(s) and/or survey methodology shall be subject to the review and approval of the Manager of Business Service or designee. Contractor is encouraged to engage in other forms of customer monitoring, such as comment cards or online surveys, as it deems necessary or appropriate.
 - vi. Marketing: Contractor shall regularly implement advertising and promotional efforts to increase the visibility and image of each College's food service program. Each College shall reasonably cooperate with the Contractor in promoting and merchandising services and products to attract more customers and to more fully utilize the food service. All advertising and promotional efforts shall be coordinated through and reviewed by the District or College designee prior to publication and distribution. Contractor shall be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles.
 - vii. Nutrition Awareness: Contractor shall provide a nutrition awareness program as a self-education tool and designed to communicate in a positive, upbeat style through a variety of informational formats, the need for a commitment to lifelong maintenance of good health through correct eating habit and physical activity. The program shall include the provision of nutritional analysis, by portion, of each menu item, indicate amount of calories, saturated fat, cholesterol, sodium, sugar, carbohydrates, and other items as established by industry standards. Contractor shall post this information by the serving area of the food items.
- d. Alcohol: No alcoholic beverages shall be sold or served by Contractor in any District facility.
 - e. Pouring Rights Contract: The District currently does not have an exclusive pouring rights agreement.

VII. Personnel

- a. Management: Contractor Management: Contractor’s on-site management person/team must have an appropriate amount of professional training, formal education, experience, interpersonal characteristics, and public relations skills to provide the expertise required for a high quality retail (to include branding) and catering food service. Contractor shall provide position descriptions and resumes for individuals who are being considered for the on-site manager position. The District shall have the right to request interviews of proposed candidates for the director/manager positions and review Contractor’s final recommendation before an appointment is made. District shall have the right to approve Contractor’s General Manager. Persons in positions with management responsibility (defined as key support and unit managers and above) shall not be changed unless mutually agreed upon in writing between the District and the Contractor with thirty (30) days advance notice in writing. Candidates for the on-site representative’s position should have a minimum of five (5) years full-time professional food service experience in comparable progressively responsible positions and formal/continuing education in food service and food service industry related areas. At a minimum, at least one full time management person shall have successfully attained a Certified Food Service Sanitation Professional designation. All other key management and staff employees should have successfully completed the National Restaurant Association’s “ServSafe” or equivalent program. Contractor shall maintain training records and make such records available for review upon District request.
- b. Staff: Contractor shall provide and pay a qualified staff of its employees on duty on District’s premises, adequate in number, training and experience to provide for the efficient management and operation of the College Food Service Program. Contractor shall continually provide training and development programs for employees at all levels of the food service operation to ensure that all employees are trained in the highest legal and generally accepted industry standards of sanitation, safety and accident prevention. Employees of Contractor shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food.
- c. Employee Behavior: Employees of Contractor shall be subject to the rules and regulation of the District while on District’s premises. Infractions of those rules and regulations may result in the District requesting that the individual no longer be employed at the District. Contractor is responsible for the on-campus behavior of all its employees. District reserves the right to request reasonable personnel changes as mutually agreed. Contractor shall consider, but shall not be bound by, District’s employee policies and practices when establishing policies and practices for Contractor employees. Contractor shall be responsible for all non-management Food Service Program employees’ fringe benefits. District and Contractor to finalize this section once award has been made.
- d. Background Checks: Contractor shall conduct a background check (which shall include checks for felony convictions, controlled-substance offenses (as defined in Section 87011 of the California Education Code), or sex offenses (as defined in Section 87010 of the California Education Code) on each Contractor employee employed on District’s premises. In the event that Contractor becomes aware that any such Contractor employee has a conviction for a controlled-substance offenses (as defined in Section 87011 of the California Education Code), or a sex offense (as defined in Section 87010 of the California Education Code), Contractor shall immediately remove such employee from District property and shall not employ such person on District property without the written permission of the District. For employees with other felony convictions, Contractor shall individually ascertain whether disqualification of that employee from working on District property is job-related and consistent with business necessity.

- e. Subcontract: Contractor may not subcontract any of the work under this agreement without the prior written approval of the District. Notwithstanding any subcontract, the Contractor shall remain responsibility for the satisfactory performance and adherence to all Agreement terms and conditions by the approved subcontractor and for the conduct of the employees of said subcontractor. Substandard performance by an approved subcontractor may constitute an event of default under the Agreement.

VIII. Heath Examinations

Contractor shall require all of its employees assigned to duty on District’s premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the District upon request. Contractor shall not allow any food service employees to work with known illnesses which are transmitted through the air or via the food products, equipment or other mediums; open sores; or other symptoms. Any contagious disease such as hepatitis and/or coronaviruses must be reported immediately to the District’s liaison as well as the District and appropriate local Health Department authorities. TB Tests will be required of all employees working at a District location and must be re-submitted every three years. Contractor to maintain these records and make them available immediately, at the District’s requests.

IX. Purchasing

Contractor shall purchase and pay for all food, supplies, and services utilized in the College Food Service Program.

X. Inventories, Sanitation, Facilities, Equipment and Maintenance

- a. Inventories of Food, Beverages and Supplies: Upon termination of this Agreement, for any reason, District agrees, if requested by Contractor, to either purchase directly or to cause Contractor’s successor to purchase Contractor’s usable inventory of unopened food, beverages and supplies. The purchase price for such inventory shall be Contractor’s invoice cost. This obligation shall not, in any event, require the District or Contractor’s successor to purchase any “excessive inventory”, which term shall mean inventory purchased within thirty (30) days of the date of notice of termination which inventory is significantly greater than that purchased over the same period of time in the prior year.
- b. Sanitation: Contractor shall be responsible for daily housekeeping, cleaning, and sanitation service which include necessary commercial equipment and supplies for all assigned Food Service Areas. District shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Contractor. Contractor shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas, and shall transport refuse to designated refuse collection areas. Contractor shall coordinate its deep cleaning and pest control procedures with District facilities management and be responsible for implementing and sustaining measures to prevent infestation in accordance with the District’s pest control measures. Contractor shall have the responsibility for paying for all approved pest control procedures.
- c. Equipment Supplied by District: The Food Service Facilities and equipment provided by District for use in the Food Service Program shall be in good condition and be maintained by District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. District agrees that

any modifications or alterations to the workplace or the Premises (whether structural or nonstructural) necessary to comply with any statute or governmental regulation shall be the responsibility of District and shall be at the District's expense. Contractor shall take reasonable and proper care of the premises and equipment under its custody and control and shall notify the District of any known deficiencies. Contractor acknowledges that equipment provided by the District is in acceptable condition as of the date hereof. Contractor shall be responsible for assuring the District that its employees, agents or designates are properly using and caring for the equipment and facilities assigned to it in the performance of its daily duties. The District will not be responsible for replacing any failing equipment or maintaining any equipment.

- d. **Equipment and Supplies Furnished by Contractor:** Contractor shall provide all additional office machines, equipment and supplies required for the efficient conduct of business. Contractor shall be responsible for providing, at its own expense, such additional equipment and fixtures as may be necessary for the successful operation of the food services including but not limited to: display cases, restaurant equipment, shelving, cash registers/POS System, furniture, computers, printers, and merchandising units as examples. The installation of Contractor-owned equipment shall require the prior written approval of the District. Contractor shall maintain at its sole expense equipment owned by Contractor. Contractor shall, at Contractor's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to reasonably maintain the Contractor-owned equipment. Within 30 days of the execution of the Agreement, an inventory of Contractor's equipment will be provided for each location and attached as Exhibit B to the Agreement. The inventory will be verified by the District. It is the Contractor's responsibility to provide an update to Exhibit B on an annual basis.
- e. **Maintenance:** District shall, at District's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to reasonably maintain the Food Service Facilities, with the exception of the maintenance duties assumed by Contractor, as provided hereunder. District shall be responsible for making all repairs and preventative maintenance procedures necessary to properly maintain and operate District Facilities. With respect to the equipment provided by the District, neither the District nor individual Colleges make any implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Contractor shall have the benefit of any warranty or guarantee given the District by the manufacturer or the seller of the equipment. In the event that Contractor's negligence results in diminished or non-performance of the District owned equipment, the District shall, at its option, require the Contractor to reimburse the District for necessary repairs or replacements.
- f. **Utilities:** The District shall be responsible for providing electricity, gas, water, sewer service, and air-conditioning, where applicable, for food service operations. District cannot guarantee an uninterrupted supply of water, electricity, gas, heat or air conditioning. However, the District shall take reasonable efforts to effect restoration of the service following an interruption. The District shall not be liable for any loss which may result from the interruption of any utility services.
- g. **Energy Conservation:** Contractor shall assume responsibility for maximum utility/energy conservation. Contractor shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the food service facilities are not in use or when business volume dictates a reduction in the use of utilities. The District reserves the right to pass on any fines assessed by federal, state, or local agencies for energy abuse due to Contractor's negligence. Contractor is urged to purchase and promote the use of environmentally friendly post-consumer waste products. In addition, Contractor is encouraged to recycle food, packaging, and other items to the extent

that there are available markets and outlets for the products and which meet state and local sanitation and safety regulations.

- h. **Transport Equipment:** If there are food and beverage items and/or equipment which must be transported by motor vehicle, Contractor shall be responsible for providing: 1) a vehicle(s) suitable to the purpose; 2) adequate and qualified staff to operate the vehicle; and 3) appropriate insurance to cover the activity. Contractor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Contractor's employees or agents. Contractor's employees and sub-contractors shall not be permitted to use any owned transportation equipment. Contractor shall abide by district policies and regulations regarding transportation activity.
- i. **Direct Expense Responsibilities:** District shall make available to Contractor suitable Food Service Facilities completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate dressing rooms and restrooms for Contractor's employees. District shall provide existing office space and existing office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of Contractor in the performance of this Agreement. Any equipment not so provided shall be furnished by the Contractor at its own expense. All Food Service Facilities and operations shall be under the overall control of the District. District shall have full access to the Food Service Facilities at all times. The District reserves the right to periodically conduct unannounced inspections of the Food Service Facilities with or without the Contractor and/or the Contractor's consent. The District's Manager of Business Services, respective College business managers and/or contract administrator or designee(s) and all state and local authorities shall have complete cooperation from the Contractor. The Food Service Facilities are furnished with certain furniture, fixtures and equipment that shall remain the property of the District. Contractor shall make major capital purchases or replacements/modifications as deemed necessary at the discretion of the District and in conjunction with the Contractor. Prior to the start of the Agreement, District and Contractor representatives shall jointly inspect and assess the capital and expendable equipment within the food service areas. Contractor shall have access to Food Service Facilities at reasonable times, as determined and coordinated by the District. Under normal operating circumstances, day-to-day management and supervision of the Food Service Program.

Repair, Replacement, and Maintenance: District shall furnish building maintenance services for the Food Service Facilities; to building structure and utilities.

- j. **Keys:** Contractor shall be responsible for accounting for the location of any keys, access cards, entry devices, or locking devices provided to the Contractor at the onset of the Agreement. The Contractor shall be responsible for the cost of replacement of lost keys, access cards or entry devices. If the District determines that keys, access cards or entry devices lost by the Contractor or its employees could compromise District buildings or College security, the Contractor shall be responsible for paying all costs associated with re-keying or reprogramming designated locations.
- k. **Theft/Burglary:** Contractor shall be responsible for immediately reporting to the respective District Police and Manager, Business Support Services, any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Contractor shall be responsible for reporting to the District all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the premises.

- l. Linens and Uniforms: Contractor shall be responsible for providing cleaning and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens. Contractor employees shall be in uniform and wear visible name tag identification at all times while on duty. Management shall be appropriately dressed (but not necessarily in uniform) and wear name tag identification.
- m. Parking: Parking spaces are available at each College on a first come, first served basis.
- n. Accident Reporting: Contractor shall immediately report fires, unsafe conditions, thefts, and security hazards to the College liaison and District. Contractor shall immediately fix and/or report any citations by local, state or federal agencies or those identified by District representatives for unsafe conditions.
- o. Fire Prevention: Contractor shall furnish and maintain fire extinguisher equipment and supplies. Contractor shall notify the District liaison immediately after any fire extinguisher use or discharge.

XI. Law and Regulations; Licenses, Permit and Taxes; District Policies

- a. Laws and Regulations: Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and maintenance of the dining service facilities and Contractor's activities undertaken pursuant to this Agreement. Contractor shall have the capability of and be financially responsible for complying with these requirements.
- b. Licenses, Permits and Taxes: Contractor shall obtain all federal, state and local licenses and permits required for the College Food Service Program. Contractor shall be responsible for the payment of all taxes, permits, licenses and fees applicable to its property, income and business, arising out of or in connection with the performance of this Agreement. The District shall not reimburse Contractor for any direct or indirect tax imposed on it by reason of the Agreement.
- c. District Policies: Contractor shall comply with all District policies and guidelines, including, but not limited those set forth below. The District reserves the right to make and enforce such other reasonable policies and guidelines which the District deems are necessary or advisable in order to promote the safety, care, preservation, and cleanliness of the designated food service areas and for the protection and maintenance of District property in general. Contractor shall pay the cost of remedying or repairing damage to designated food service areas or other District property due to noncompliance with the following policies and guidelines.
 - i. Facility Damage:
No nails or screws shall be driven, screwed or otherwise placed into the walls, floors or other parts of any room or area without the consent of the District; nor shall Contractor permit the premises to be defaced or damaged.
 - ii. Facility Alterations:
No alterations shall be made on the premises nor shall additional partitions or fixtures be installed in said premises without written consent of the District.
 - iii. Prohibited Signs:
No signs, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the buildings without the prior approval of the District. The

exception shall be Contractor employee postings in non-public areas controlled by the Contractor. All signs shall be of a uniform nature in all food service areas.

iv. Unlawful Gambling:

Contractor shall not permit gambling or unlawful practices of any kind on or in facilities within the scope of this Agreement.

v. Removal of District Property:

Contractor shall not remove or permit the removal from District facilities, any kitchen equipment, food service items or other property owned by the District or allow use of District owned property and equipment assigned to the Contractor for other than in the performance of the food services permitted by the Agreement.

XII. Representations, Warranties, and Covenants

a. Representations, Warranties and Covenants of the District. The District represents warrants and covenants to Contractor as follows:

- i. The District has the full power and authority to enter into this Agreement and to grant and convey to Contractor the rights set forth herein;
- ii. All necessary approvals for the execution, delivery and performance of this Agreement by the District have been obtained and this Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party;

b. Representations, Warranties and covenants of Contractor. Contractor hereby represents, warrants and covenants to the District as follows:

- i. Contractor has full power and authority to enter into and perform this Agreement;
- ii. All necessary approvals for the execution, delivery and performance of this Agreement by Contractor have been obtained and this Agreement has been duly executed and delivered by Contractor and constitutes the legal, valid and binding obligation of Contractor enforceable in accordance with its terms and nothing contained in the Agreement violates, interferes with or infringes upon the rights of any third party;
- iii. The signatory of this agreement is duly authorized and empowered to bind Contractor to the terms and conditions of this Agreement for the duration of the Term: and
- iv. Contractor has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

c. General. Each of the parties hereto agree that (i) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (ii) except as expressly set forth herein, neither party has made, and neither party is relying

on, any representation or warranty, express or implied, with respect to the subject matter hereof.

XIII. Indemnification

- a. Contractor shall defend, indemnify, and save harmless the District (including its trustees, officers, agents, members, employees, and volunteers), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, failure to comply with the provisions requiring insurance, any violation by Contractor of any law, order or regulation arising out of or resulting from this Agreement. The obligations set forth in this section shall not be limited by the insurance requirements set forth herein. Contractor's indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District.
- b. The provisions of Section XIV shall survive the termination of this Agreement.

XIV. Breach of Contract and Termination

- a. If (i) any of the Products are not made available as required in this Agreement by the District, their agents or concessionaires; (ii) any of the rights granted to Contractor herein are materially restricted or limited during the Term of this Agreement; or (iii) a final judicial opinion or governmental regulation prohibits the availability of food and beverages, whether or not due to a cause beyond the reasonable control of the District, then Contractor may give the District written notice of such event and the District shall have a thirty (30) day period within which to cure such breach. If the District fails to cure such breach within a thirty (30) day period, Contractor may terminate this Agreement in its entirety upon written notice to the District.
- b. The District may terminate this Agreement for any breach of this Agreement's material terms by Contractor. The District shall provide Contractor with written notice of the breach and provide a thirty (30) day opportunity for Contractor to cure such breach. If Contractor fails to cure the breach within the thirty (30) day period, the District may terminate the Agreement upon written notice to Contractor.
- c. Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement shall be automatically terminated if the Contractor, or any parent of Contractor, shall (1) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this

Agreement; or (2) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (3) admit in writing its inability to pay its debts as such debts become due. District retains the right to reinstate the agreement upon such automatic termination in its sole discretion.

- d. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity.

XV. Notices

- a. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

- i. If to _____:

- ii. Copy to:

- iii. If to the District:
San Diego Community College District
Purchasing and Contract Services
3375 Camino del Rio South
Suite 270
San Diego, CA 92108

XVI. Relationship of Parties

- a. The College District and Contractor are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Contractor and any person employed by or conducting business with the District shall not be a partner, employee, agent or joint venture of the District. The sole relationship of the parties hereto created by this Agreement is that of licensor and licensee.
- b. No goods or equipment shall be purchased in the name of the District by Contractor or any person employed by or conducting business with Contractor nor shall any goods or equipment be purchased by the District in the name of Contractor. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefor.

XVII. Retention of Rights

- a. The District shall not obtain by virtue of this Agreement, any right, title or interest in the trademarks of Contractor nor shall this Agreement give the District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Contractor. Contractor shall not use the District's name, servicemarks or trademarks (registered or otherwise), or logos, or those of each of its Colleges, for any purposes (including, but not limited to any advertising or promotions) without first obtaining the District's prior written consent for that use.

XVIII. Financial Commitments

- a. Finalized pricing proposal to be negotiated at contract development.

XIX. Accurate Books and Records

- a. Contractor agrees to keep accurate books of account and records regarding sales and the other transactions relating to the subject matter hereof. Contractor shall provide a detailed operating statement to the Manager of Business Services, or their liaison, for each College location and combined district operating statement for each Accounting Period within 21 days of the close of such Accounting Period. Contractor shall give and its duly authorized representatives the right during normal business hours to examine such books of account and records for the purpose of verifying the information shown on statements submitted hereunder upon reasonable notice. All financial records must be retained for a minimum of five (5) years and be made available for District review.

XX. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or

obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of California, or the United States District Court having jurisdiction in the State of California, or, if neither of such courts shall have jurisdiction, then before any court sitting in the State of California having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of California in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

**EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE
ARISING FROM THIS AGREEMENT.**

XXI. Insurance

- a. Contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever (excluding losses due to the sole negligence or fault of the District) and shall not penalize the District for any losses incurred in association with this Agreement (excluding losses due to the sole negligence or fault of the District). Any insurance policy or policies shall cover all food service operations within the San Diego Community College District. General Liability includes, but is not limited to, consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. During the entire term of this agreement, Contractor shall, at its own expense, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsement that names the District as an additional insured on the Contractor's General Liability policy and Automobile Liability Policy.

- i. Minimum Scope of Insurance:

Coverage shall be:

Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, products and completed operations, and vendors' coverage; and a \$3,000,000 aggregate. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.

Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

Contractor shall furnish the District, upon request, a certificate of insurance and endorsements indicating that such coverage is in effect and copies of any relevant insurance policies. Any policies of insurance shall contain a covenant requiring thirty (30) days written notice to the District before cancellation to the required coverage. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the District. Contractor's insurance coverage shall be primary insurance with respect to the District. The Contractor's insurer shall agree to waive all right of

subrogation against the District, its trustees, officers, agents, employees, and volunteers for losses arising from the work performed. Any insurance or self-insurance maintained by the District shall be in excess of Contractor's insurance and shall not contribute with it.

XXII. Entire Agreement

- a. This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- b. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties.

XXIII. Assignment: Binding Nature; Multiple Originals

- a. This Agreement shall be binding to the benefit of Contractor and the District and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under the Agreement to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion. Notwithstanding the foregoing, Contractor shall be entitled to assign its rights and obligations under this Agreement to a subsidiary or affiliate or pursuant to the substantial sale of its assets. No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non-performance.

XXIV. Savings Clause

- a. If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

XXV. Equal Employment Opportunity Provisions

- a. Compliance with Regulations. Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086 and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- b. Nondiscrimination. Contractor, with regards to the work performed by it pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, disability, ethnic group identification, sexual identity, ancestry, political affiliation or belief, military and veteran status, or sexual orientation. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- c. Information and Reports. Contractor shall provide all information and reports required by the Regulations, or by any orders or instruction issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be reasonably determined by the District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the District, and shall set forth what efforts it has made to obtain the information.

IN WINESS WHEREOF, the undersigned have caused this agreement to be duly entered into as of the date above written.

San Diego Community College District

Contractor: <Insert Upon Award>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**CURRENT EMPLOYEE SALARY AND BENEFIT TABLE**

Job Title	FTE	Monthly Salary	Employer Paid Benefits
Account Clerk	.63	2678.14	2895.75
Food Service Worker	.83	3177.45	1805.41
Food Service Worker	.83	3177.45	2485.41
Food Service Worker	.92	3497.87	2584.04
Food Service Worker	.83	2966.19	1740.39
Food Services Stock Clerk	1.0	4559.79	2230.73
Food Services Supervisor	1.0	7300.82	3759.93
Food Services Supervisor	1.0	7446.84	4368.58
Food Services Supervisor	1.0	7446.84	4368.58
Food Services Supervisor	1.0	7446.84	4331.16
Grill Cook	.83	3252.28	2415.63
Lead Food Service Worker	.89	4299.24	2830.65
Lead Food Service Worker	.60	2995.04	2993.28
Senior Food Service Worker	.92	4181.33	2144.36
Senior Food Service Worker	.60	2377.27	2239.16
Senior Food Service Worker	.40	1710.83	233.11
Senior Food Service Worker	.83	3816.65	2001.84
Senior Food Service Worker	.60	2467.60	1571.61
Senior Food Service Worker	.92	4201.53	2800.28
Senior Food Service Worker	.92	4348.58	2845.49

EXHIBIT B

Contractor Equipment Inventory – to be finalized upon award

EXHIBIT C

PRICING (provided from Contractor)

Pizza by the Slice \$3.15 (Choose from Cheese, Pepperoni, Meat Lovers, Veggie, BBQ Chicken, Supreme, Pesto)	A La Carte
Pizza Combo (2 pieces of pizza + Beverage) \$6.99	Garlic Cheese Bread \$1.45
Pasta Made to Order Unless otherwise is ordered, all pasta will begin with olive oil and garlic	Meatball add-on \$2.15
Nudi Plate \$4.65 (Choice of Pasta + olive oil + parmesan cheese + garlic cheese bread)	Italian Sausage add-on \$2.15
Mama Mia Pasta Plate \$5.45 (Choice of Pasta + choice of sauce + garlic cheese bread)	Chicken add-on \$2.45
Pasta Primavera Plate \$6.55 (Choice of Pasta + choice of sauce + choice up to 4 vegetables + garlic cheese bread)	Veggie add-on \$1.10
Spaghetti & Meatball Plate \$6.95 (Spaghetti + Marinara sauce + Meatballs + garlic cheese bread)	Pasta Choices
Chicken Alfredo Plate \$6.95 (Choice of pasta + Alfredo sauce + chicken + garlic cheese bread)	Penne
Italian Sausage Plate \$6.95 (Choice of pasta + choice of sauce + Italian sausage + garlic cheese bread)	Fettuccini
	Spaghetti
	Sauces Choices
	Alfredo
	Marinara
	Meat Sauce
	Pesto
	(Mix sauces to create your own special blend)
	Vegetable Choices
	Onions
	Bell Peppers
	Carrots
	Sliced Mushrooms
	Broccoli Florets

Breakfast Burrito- with Meat \$4.95 (12" flour tortilla with scrambled eggs + tater tots + cheese + bacon/ham/sausage or turkey.)	Breakfast Special \$5.95 (2 eggs + bacon/ham/sausage or turkey + tater tots + 2 slices of buttered toast)
Breakfast Burrito- No Meat \$4.65	Island Breakfast \$6.25 2 eggs + spam +white rice + 2 slices of buttered toast
Breakfast Sandwich-With Meat \$4.25 (English Muffin+ fried egg + bacon/ham/sausage or turkey + cheese)	Pancakes \$2.45 (includes whipped butter & syrup)
Breakfast Sandwich- No Meat \$3.95	French Toast Sticks \$2.45 (5 each French Toast Sticks + syrup)
Breakfast Power Bowl \$5.85 (Brown rice + scrambled eggs OR egg whites + grilled vegetables .	

A La Carte

Eggs, scrambled or fried \$1.50	Tater Tots \$2.55
Scrambled egg with vegetables \$3.95	English Muffin \$2.00
Breakfast Meat- Bacon, Ham, Sausage, or Turkey \$2.15	Toast & Jelly \$1.80

Eggs are scrambled, fried sunny side up, over easy, over medium or over hard. Egg whites can be substituted for eggs.
Toast can be ordered without butter when you place your order.
Brown rice can be substituted for white rice.

Mesa Burger (6 oz. hamburger) bun, lettuce, tomato, pickle, raw onion)	\$6.25	Grilled Cheese Sandwiches	
Can order with American or Swiss cheese at no additional charge		Grilled Cheese Sandwich	\$3.55
Turkey Burger (5.33oz turkey burger, bun, lettuce, tomato, pickle, raw onion)	\$6.25	Choice of American or Swiss Cheese	
American or Swiss cheese add \$0.50		Choice of bread- white, wheat, or sourdough	
Portabella Sandwich	\$6.25	Does not come with lettuce, tomato, or pickles	
(Marinated mushroom, bun, lettuce, tomato, pickle and raw onion)		Grilled Ham & Cheese	\$4.25
American or Swiss cheese add \$0.50		Choice of American or Swiss Cheese + 2oz ham	
Beyond Burger	\$6.99	Choice of bread- white, wheat, or sourdough	
(Plant Based burger, lettuce, tomato, pickle, raw onion)		Does not come with lettuce, tomato, or pickles	
Veggie Burger	\$6.25	Grilled Turkey & Cheese	\$4.25
(Veggie burger, bun, lettuce, tomato, raw onion)		Choice of American or Swiss Cheese + 2oz Turkey	
American or Swiss cheese add \$0.50		Choice of bread- white, wheat, or sourdough	
Salmon Burger	\$5.95	Does not come with lettuce, tomato, or pickles	
(Salmon patty, bun, lettuce, tomato, raw onion)		Make it a Combo	\$2.50
American or Swiss cheese add \$0.5		Add fries + soda or ½ liter of water	
Hamburger	\$3.75	Miscellaneous Items	
(Bun, lettuce, tomato, pickle, raw onion)		Corn Dog	\$2.30
Cheeseburger	\$4.25	Chicken Tenders	\$6.25
(American or American Swiss cheese, bun, lettuce, tomato, pickle, raw onion)		Regular Fries	\$2.50
Other Sandwiches		Seasoned Twister Fries	\$2.50
Chicken Breast Sandwich	\$6.25	Loaded Fries, Regular or Seasoned	\$3.85
(Chicken Breast, bun, lettuce, tomato, pickle, raw onion)		(Sour Cream, bacon, & green onions) shredded cheese	
Can be ordered without bun	\$3.55	Can be ordered without one of the ingredients, price does not change	
Philly Sandwich	\$6.25		
(Thin sliced roast beef, cheese, onions & peppers, roll)			

Taqueria Menu

Tacos

Street Tacos	\$2.00
(Corn tortilla, choice meat, onion/cilantro blend, and salsa)	
Grande Tacos	\$3.35
(Flour tortilla, choice of meat, cheese, lettuce, and salsa)	
Fish Taco	\$3.65
(Flour tortilla, battered fish, special sauce, shredded cheese, shredded cabbage, and salsa)	

Burritos

California Burrito	\$5.75
(Flour tortilla, carne asada, seasoned fries, pico de gallo, sour cream, guacamole, and salsa)	
Burritos	\$5.75
(Flour tortilla, choice of meat, shredded cheese, pico de gallo, sour cream, guacamole, and salsa)	
Veggie Burrito	\$5.05
(Flour tortilla, refried beans, rice, lettuce, pico de gallo, sour cream, guacamole, and salsa)	
Bean and Cheese Burrito	\$2.20
(Flour tortilla, refried beans and shredded cheese only)	

Burrito Bowl

With Meat	\$5.75
(Meat choice, rice, refried beans, shredded cabbage, pico de gallo, sour cream, salsa, and guacamole)	
Without Meat	\$5.25
(Rice, refried beans, shredded cabbage, pico de gallo, sour cream, salsa, and guacamole)	

Quesadillas

Cheese Quesadilla	\$3.95
(Pico de gallo, sour cream, guacamole, and salsa)	
Quesadillas	\$5.35
(Choice of carne asada, chicken, or carnitas, with pico de gallo, sour cream, guacamole, and salsa)	

Los Otros

Cheese Fries	\$3.35
(Seasoned fries, shredded cheese or nacho cheese, jalapenos)	
Carne Asada Fries	\$5.55
(Seasoned fries, shredded cheese or nacho cheese, pico de gallo, sour cream, salsa, and guacamole)	

Extras

Guacamole	\$1.50
Jalapenos	\$0.75
Sour Cream	\$1.50
Rice	\$1.95
Refried Beans	\$1.95

Meat Choices

Carne Asada
Carnitas
Chicken
Barbacoa

Catering Menu:

SAN DIEGO COMMUNITY COLLEGE DISTRICT

CAFÉ CATERING MENU



Beverages

Starbucks Coffee –Reg/Decaf	\$25.95/Gallon
Lemonade or Punch	\$17.95/Gallon
Iced Tea	\$17.95 / Gallon
Teavana Tea Bags	\$1.50/Each
Assorted Sodas-cans	\$1.95/Each
Fruit Infused Water	\$8.95 / Gallon
Bottled Water	\$1.95/Each

(All beverage service includes cups, napkins and condiments)

Continental Breakfast

(All continental breakfasts include regular and decaf coffee, a selection of teas, an assortment of breakfast pastries, cups, napkins, plates and coffee condiments) Cost per person based on drink choices, pastries, breads/bagels, or fruit as requested.

Pastries

Assorted Petite Breakfast pastries	\$2.25/Each
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Breaks/Snacks \$ 7.25 /Person

Trail Mix/ Cookies or Brownies/ Assorted Energy Bars

Box Lunch

Classic Lunch Box \$11.00/PER PERSON

(Includes sandwich/chips, cookie and soda or water)

Classic Plus Lunch Box \$13.00/ PER PERSON

(Add a pasta, potato or fruit salad to the Classic Lunch Box

(Sandwich choices include turkey, ham, roast beef, tuna and vegetarian. All sandwiches include lettuce, tomato, mustard packet, mayonnaise packet, on your choice of bread and can be made with or without cheese.

Salad Lunch \$13:50/PER PERSON

Choice of chicken cesar, chef or vegetable salad, includes dressing, chips or crackers, cookie and beverage. All lunch selections come with napkins and utensils.

Small Bites

Fruit Tray \$4.50/PER PERSON

(An assortment of fresh seasonal fruit)

Veggie Tray \$4.25/PER PERSON

(Seasonal raw vegetables served with ranch dressing)

Your on Campus Food Service Supervisor can customize your Event to meet your specific needs and budget for your special Event.

Contact information:

Miramar	City	Mesa
Patrick Breen	Vince Margetta	Aaron Trapp or Patton
Alberti pbreen@sdccd.edu	vmargett@sdccd.edu	atrapp@sdccd.edu ; palberti@sdccd.edu
619-388-7007	619-388-3850	619-388-2560

Thank you for the opportunity to serve your event. We appreciate your support of your Campus Café.

Nancy Wichmann –SDCCD Food Services & Campus
Stores nwichmaman@sdccd.edu

EXHIBIT E
CAMPUS MAPS

SAN DIEGO MESA COLLEGE

AP 7981.1 BICYCLES, SKATEBOARDS, ROLLER-SKATES, ROLLER BLADES AND OTHER DEVICES OF SIMILAR NATURE ARE PROHIBITED

MESA COLLEGE IS A SMOKE-FREE CAMPUS

7250 Mesa College Drive, San Diego, CA 92111-4998, General Information: 619-388-2600

POLICE ESCORT SERVICE
 619-388-6405

CONSTRUCTION ZONE

Commuter
my.commutead.com/mesa-students
my.commutead.com/mesa-facultyandstaff
my.commutead.com/vanpool (call for 21 or 45k)

ADA PARKING

PARKING * Permit needed please follow parking instructions

AED - AUTOMATED EXTERNAL DEFIBRILLATORS

PARKING PERMIT MACHINES

MOTORCYCLE PARKING

MTS BUS STOP, ROUTES 41,44

<p>A1 President, V.P. Instruction, V.P. Administrative Services</p> <p>A2 Administration Offices</p> <p>B Classrooms B100</p> <p>CT-CT Classrooms and Apollid Theatre CT-C100</p> <p>C2 Classrooms C200</p> <p>CDC Child Development Center</p> <p>CE Continuing Education Building</p> <p>CP Central Plant</p> <p>D1 Fine Arts Classrooms D100</p> <p>D2 Classrooms D200</p> <p>D3 Classrooms D300</p> <p>DS Merrill Douglas Stadium</p> <p>ES Exercise Science</p> <p>EV English Village</p>	<p>G Humanities & Multicultural Studies</p> <p>GYM Main Gym</p> <p>I1 Veterans Resource Center, Classrooms I100</p> <p>I2 Honors, MET High School 200</p> <p>H60 Student Services Center and Classrooms</p> <p>J Business & Technology, Facilities J100</p> <p>K1 Classrooms K100</p> <p>L1 Exercise Science L100</p> <p>LR Learning Resource Center</p> <p>MET MET High School (K200)</p> <p>MC Mesa Commons*</p> <p>MS Math and Science Complex</p> <p>P1 Classrooms P100</p> <p>P2 Storage P200</p> <p>P3 Animal Health Technology P300</p>	<p>PS Parking Structure</p> <p>Q Mesa College Police Offices Q100</p> <p>S Allied Health Education S100, S200, S300</p> <p>SB Social and Behavioral Sciences Building</p> <p>Z Mesa College Design Center</p>
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UBER
 PICKUP AND DROP OFF

PARK & PAY BY MOBILE NOW!

SCAN OR CALL
619-866-3151
 LOCATION # **2000**

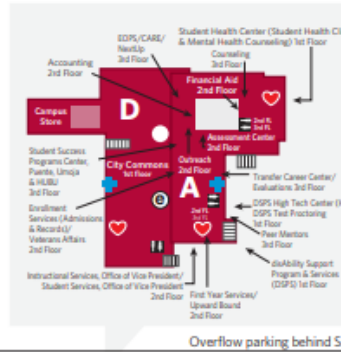
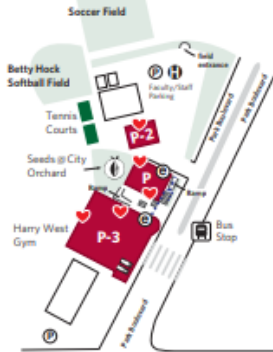
Download the FREE Mobile Parking App or Call to Park

*Mesa Commons
 Printing and Mail Services Cafeteria
 Bookstore/Receiving Campus Store
 College Technology Services Culinary Outreach

SAN DIEGO CITY COLLEGE

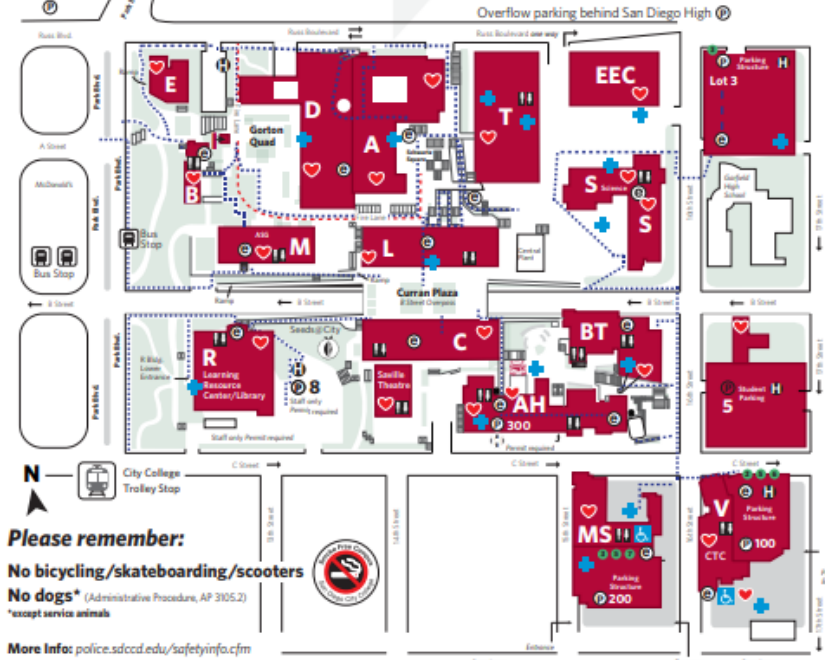
1313 Park Boulevard • San Diego, CA 92101 | 619.388.3400 | www.sdccity.edu |

Safety Escort Services & Police Dispatch • 619.388.6405



"A BUILDING" ROOMS

A-256 Accounting	A-250 Outreach
A-354 EOPS/CARE/NextUp	A-313 Peer Mentors
A-366 Counseling Department	A-322 President's Office
A-122 disAbility Support Program & Services (DSPS)	A-201 Student Assessment
A-113 DSPS High Tech Center (HTC)	A-222 Student Equity
A-131 DSPS Test Proctoring	A-180 Student Health Center (Student Health Clinic & Mental Health Counseling)
A-241 Enrollment Services	A-222 Student Services, Office of Vice President
A-270 Financial Aid	A-341 Student Success Programs Center, Puente & Urmoja, HUBU
A-213 First Year Services (FYS)	A-301 Transfer Career Center/Evaluations
A-331A Foundation	A-213 Upward Bound
A-222 Instructional Services, Office of Vice President	



SYMBOLS

- Emergency Call Box
- Elevators
- Handicap Parking
- Parking
- Restrooms
- AED Locations
AEDs are generally located by elevators or near building entry points.
- Parking Permit Machine
- Denotes parking level
- EVAC Chair
- Accessible Route
- Fire Lane
- Food Truck
- Under Construction

OFF-CAMPUS CLASS LOCATIONS

- ABCTR** Associated Builders & Contractors
13825 Kinkham Way, Poway, CA 92064
- ECC** Educational Cultural Complex
4343 Ocean View Boulevard, SD 92113
- GASEL** SDG&E Co. Skills Training Center
9060 Friars Road, San Diego, CA 92108
- MCRD** U.S. Marine Corps Recruit Depot
4025 Tripoli Ave., Bldg. 111, San Diego, CA 92140
- MORLE** Morley Field
2221 Morley Field Drive, San Diego, CA 92104
- SDLB** San Diego Central Library
330 Park Blvd., San Diego, CA 92101
- USN32** Naval Base San Diego
32nd St. & Norman Scott Rd., San Diego, CA 92136
- YMCRS** YMCA Childcare Resource Service
3333 Camino del Rio South, Suite 400
San Diego, CA 92108

SAN DIEGO CITY COLLEGE BUILDING CODES

A See "A Building" Rooms	D Campus Store/City Commons/Café at City/Knight Market	P-2 Fitness Center
AH Arts & Humanities Art Gallery/Black Box Theatre/Center for the Literary Arts/City Works/Communication Studies/ELAC/English/Fine Art/Graphic Design/Honors/Labor Studies/Languages/iSUBIR! Cultural Center and DREAMER Resource Center/World Cultures	EEC Early Education Center	P-3 Harry West Gymnasium (HWG)
B Educational Technology Center East Village High School	I Information Center Booth	R Learning Resource Center (LRC)/Library Independent Learning Center/Multimedia Center/CitySite
BT Business & Technology Business & Computer Systems/Business Studies/CTEA/Digital Journalism/Fantastique/Food Pantry/Humanities/Small Business Entrepreneurship Program & Business Resource Center/Philosophy/Strong Workforce/Work Experience	L Academic Success Center CalWORKS/City Times/Contemplation Room/English Center/Institutional Effectiveness/KSDS/Math Center/iSUBIR! Cross Cultural Center and Title V/Tutorial Center	S Sciences Life Sciences/Physical Sciences/Planetarium/Smart Market/iSUBIR! Cultural Center and STEM Center
C The Center for Media & Performing Arts Dance/Drama & Theater/Music/Radio, TV, and Film Saville Theatre	M Student Affairs ASG/Facilities/Scholarships/Student Clubs/iSUBIR! Cultural Center and Commuter Center/Veterans Service Center	T Administrative Services, Office of Vice President/AIRE—HVAC & Refrigeration/Center for Applied Competitive Technology (CACT)/Child Development/CNC Machining (CAD/CAM)/Digital Print Production & Mailroom/Electricity/Electronic Technology & Engineering/Engineering/Machine Technology/Manufacturing Engineering & Technology/MESA Program/Receiving & Stockroom/Sustainable Agriculture/Technical Support Group
	MS Mathematics & Social Sciences Behavioral Sciences/Bookstore (satellite)/C-Store and Espresso Station/Corporate Education Center/FHCS/D/Mathematics/Military Education/Price Scholars/Social Sciences	V Career Technology Center (CTC) Campus Police (V-100)/Cosmetology/Nursing/Photography
	P Athletics, Exercise Science, and Health	
	Food Truck AH/BT Quad	

10.09.20

SAN DIEGO MIRAMAR COLLEGE

10440 Black Mountain Road • San Diego, CA 92126 • sdmiramar.edu

- K1-205...Accounting
- N.....Administration
- A-224...Administration of Justice Office
- K1-207...Admissions
- S-2.....Advanced Transportation Tech
- P-1.....Ned Baumer Aquatic Center
- H.....Arts & Humanities Building
- K2-108...Assessment Center
- K1-208...Associated Students
- L-111...Audio Visual
- F-1.....Aviation
- K1-105...Bookstore
- M.....Business & Math Building
- N-101...Business/Management Services
- K1-104...Cafeteria
- K1-305...CalWORKs
- K1-308...Career & Job Services Center
- F-2.....Child Development Center
- T.....College Police/Parking Permits
- A-1.....Continuing Education
- K1-203...Counseling
- K1-204...DSPS
- C-1.....Diesel Tech
- W.....Distribution & Computing Center
- L.....English Building
- K1-305...EOPS
- K1-207...Evaluations
- K1-312...Financial Aid
- R.....Fire Technology & EMT
- J-1.....Gymnasium
- K2-102...Health Services Center
- L-102...High Tech Center
- J.....Hourglass Field Athletics Complex
- L-104...Independent Learning Center
- L-200...Library/LRC
- K2-101...Outreach
- L-101...PLACe Tutorial Center
- N-204...President's Office
- A-2.....Public Safety
- N-104...Receiving/Stockroom
- N-102...Reprographics/Staff Mailroom
- S-5.....Science Technology Center
- K1-210...Student Affairs
- K-2.....Student Resources & Welcome Center
- K1-306...Transfer Center
- K1-207...Veterans Affairs
- N-203...Vice President, Instructional Services
- N-203...Vice President, Student Services
- M-107B...Work Experience



EXHIBIT F

- AFT Collective Bargaining Agreement (Please download from https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-services/purchasing-vendors/bid_rfp/bid-and-rfp-opportunities.aspx)
- SPAA Collective Bargaining Agreement (Please download from https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-services/purchasing-vendors/bid_rfp/bid-and-rfp-opportunities.aspx)

EXHIBIT G

Check List:

- Proposal Certification/Signature Page
- RFP Proposal from Contractor
- Mandatory Forms (downloaded from https://www.sdccd.edu/about/departments-and-offices/business-technology-services-division/business-services/purchasing-vendors/bid_rfp/bid-and-rfp-opportunities.aspx)
 - Vendors Plan for Equal Employment Opportunity to San Diego Community College District
 - Statement of Certification of Compliance with Equal Employment Opportunity Program
 - Minority, Women, and Disabled Veteran-Owned Business Enterprise Certification
 - Noncollusion Affidavit
 - References
 - Statement of Exceptions
 - Subcontractors Designation
 - Subcontractors References
 - Workers' Compensation Certification