

Request for Proposal

West Hills College Lemoore Food, Beverage and Vending Service Operations



Return Proposal To:

West Hills Community College District
Purchasing Department
275 Phelps Avenue
Coalinga, CA 93210

Contact Person:

Adriana Ochoa
adrianaochoa@whccd.edu

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Responses to address all areas as described in Scope and Requirements

Request for Proposal. The Public Records Act provides that public records

Golden Eagle

supplies, materials, and additional equipment (excluding built-in fixtures) necessary to provide the food services as specified herein and in the proposal response.

It is the District's intention that the food services program should complement the District's and the College's educational missions and to serve the students and the staff. To accomplish this, the Vendor is requested to:

- a. Disseminate information and feature displays which educate consumers in becoming better informed and in developing healthier habits, e.g., nutritional requirements, nutritional content of foods served, and recognizing, deceptive packaging and labeling of food products.
- b. Employ environmentally sound practices which will further the Colleges' and the District's efforts in recycling, water and utility conservation including composting efforts.
- c. Work with the Facilities department to promote recycling and to control waste products. In consideration of the environment, the District is mandated by the state to cut waste and comply with recycling efforts. At a minimum biodegradable paper and plastic products are mandatory; Styrofoam products shall not be used.
- d. Provide a good working environment for their employees.
- e. Endeavor to employ students enrolled at the colleges whenever possible.
- f. and convey important information to the college at-large.
- g. Labeling in a manner that clearly shows all food ingredients.

2. Staff

The Vendor shall assign a full-time qualified manager, employed directly by the Vendor (**no sub-Vendors are permitted**), interviewed and approved by the District, who shall be responsible for efficient operation of all food service, catering, and concessions operations of the Vendor under the Contract. The Vendor must provide contact information for local, management who will needs as they arise.

The Vendor shall, at all times, maintain an adequate staff of employees on duty to assure efficient operation and will provide proper supervision. Only employees

7. Food and Beverage Service

College students and staff require quality food at reasonable prices. The students

appropriate College staff assigned will make random inspections throughout the contract period and will vigilantly demand excellence in cleanliness. The College will furnish maintenance staff as required for the proper maintenance and repair of facilities base building functional fixed equipment used in the operation thereof, in conjunction with established College procedures. If equipment is inadequate or failing, the Vendor should submit a written request for replacement and work directly with the college Maintenance and Operations department to determine the appropriate strategy for repair, replacement or upgrades.

Please initial in the attached space below to show that your firm understands this statement and is willing to be responsible for cleanliness and operational upkeep of equipment: _____

13. Communication

The Vendor is expected to communicate with the College at least 60 days in advance of price changes, tax changes, and changes to the menu. Additionally, the College expects the Vendor to abide by all state and local health department regulations and procedures. The Vendor is expected to communicate with the College with any violations noted during health inspections within 5 days of the visit. The Vendor is expected to post inspection reports in a visible area (location to be determined by the District). To ensure effective communication between the Vendor and the College, the Vendor will be expected to attend meetings as required by College administration.

The Vendor shall conduct a self-evaluation of the food services offered to the community with the food services offered. The results of this self-evaluation and feedback process shall be shared with the College President on a regular basis.

14. Operating Hours

The Cafeteria and Starbucks is open during the fall semester, spring semester, and summer session Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Fridays from 7:30 a.m. to 2:00 p.m. Catering services are often requested during

4. The District and College shall be responsible for base building functionality including the maintenance and repair of the building and of all plumbing, heating, air conditioning, and electrical systems necessary to the operation of the building.
5. The District and College shall make major capital purchases, replacements or additions to the buildings as is necessary at the discretion of the District and College and in conjunction with the Vendor.
6. The District reserves the right of authorized Business and Fiscal Services personnel, or authorized representatives thereof, to conduct unannounced audits of cash con

The financial stability of the company and capability to perform a contract of the scope required and previous experience of the Vendor in providing food services similar in nature and scope to other comparable agencies will be an integral part of the evaluation process.

1. Company Information - 8 points (1 point each)

- a. Provide a letter of intent summarizing in a brief and concise manner, the official authorized to make such commitments and enter into a contract with West Hills Community College or authority. The letter should not exceed two pages in length.
- b. Provide the main contact person and whom to notify as to short-listing, oral number, fax number, and email address.
- c. Identify the type of business entity involved (e.g., corporation, sole proprietorship, partnership, joint venture, etc.) If Vendor is a corporation, provide a copy of the certification from the California (or other state) Secretary of out-of-state corporation, evidence of authority to do business in the State of California.
- d.

10. Financial Proposal - 6 points (2 points each)

- a. The Respondent should propose a financial offer to West Hills Community College District, which may include a minimum guarantee, commission on net sales, profit sharing and/or other value-added services. Net sales shall be defined as all sales less sales and use tax. Commissions should be broken out by cafeteria and catering.
- b. The Respondent shall describe what in-kind services they are prepared to provide to West Hills College Lemoore. Further, please indicate any scholarships or other types of support your organization is willing to propose to support the mission and goals of the College.
- c. Vendor shall also submit a year-one pro forma financial statement of revenues and expenses for the foodservice operations. Revenues should be broken out by cafeteria/catering, etc. The foodservice proforma statements are to include only those revenue and expense items directly associated with the Wcc 0 1 180.02 545.26(G)-43s.85(on)3()-792 re g02,7eh912 0 61 6

Appendix A

COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: _____

Appendix C

FOOD, BEVERAGE, CONCESSION, and VENDING SERVICES AGREEMENT (DO NOT SIGN)

THIS AGREEMENT by and between WEST HILLS COMMUNITY COLLEGE DISTRICT (hereafter District) and _____ (hereafter Vendor) is entered into with a mutually agreed upon effective date of _____.

The District is authorized by Education Code Section 88004.5 to contract with food services management consulting firms and requires such food and beverage services.

Vendor is specially trained, experienced and competent to perform all required and necessary services of food/beverage, Starbucks, concession and convenience vending machine items. The Vendor represents that it has the qualifications and ability to perform the food and beverage services in a professional manner, without the advice, control, or supervision of the District. The Vendor's services will be performed, findings obtained, reports and recommendations prepared, if any, in accordance with generally and currently accepted principles and practices of its profession for services to California higher educational institutions.

In consideration of r3(utual)5(l)567(o913(r)-3(ep)omis(s)JT)-36(o913(d)-26356)13(m)-itlrrangtfo913(r)-cu(m)-3

1.3 Instructional Use

Close cooperation with the appropriate instructional offices will be expected. Student meal tickets or voucher program will be established by the Vendor as required for the EOP&S program. The Vendor may negotiate with other programs to issue coupons or tickets as deemed necessary to expedite the flow of customers through the serving and payment lines.

1.4 Management

Recognizing that competent management of the food services operations of the College is essential to the success of such operation, the District and Vendor agree that selection and hiring of new staff by the Vendor shall be subject to review and acceptance by the District and that all staff shall undergo the necessary health and security checks required while working in an academic food environment.

Article II Term

2.1 It is the desire of both the District and Vendor to enter into a long-term business relationship. To attain this objective, the following are mutually agreed upon:

- 2.1.1 The initial term of this Agreement shall be for a period two (2) years. The parties may agree to one (1) additional (2) year renewal term. The District shall

Article IV Pricing and Scheduling

4.1 The Vendor shall perform and operate on a schedule to be approved by the District. The needs of the District's school calendar shall prevail over any conflicting schedules such as private catering or conference activities. When not in conflict with school scheduling, the District encourages the Vendor's support of catering and conference activities. In addition, the Vendor has the exclusive right to provide food services including catering for all such District events unless by mutual agreement Vendor is unable to satisf

Eagle Arena concession food preparation and serving areas are the responsibility of the Vendor; custodial services provided by the District do not include these areas. Failure on the part of the Vendor to maintain an acceptable city or state health department rating shall constitute a default on the part of the Vendor and shall give the District the right to terminate the Agreement upon the giving of ten (10) days written notice.

5.8 The District assumes the responsibility for the painting of walls and ceilings, cleaning of Venetian blinds, carpeting, draperies, and windows, if applicab

a week. The deep cleaning of the Golden Eagle Arena concession areas once at the beginning of athletic season and once at the end of the athletic season.

6.2.2 Prompt cleaning of all food preparation areas and area furnishings. All spills on floors within food preparation, Starbucks and food court areas shall be cleaned up immediately.

6.2.3 Nightly sweeping and damp-mopping of floors and general cleaning of the kitchen and preparation areas in the Vendor's care and control.

6.2.4 Emergency maintenance of District-owned and installed kitchen equipment. The Vendor may pay these costs outright and then bill the district or the billings may be referred to the Director of Maintenance and Operations for payment. The District will not reimburse the Vendor if such maintenance is needed due to the Vendor's negligence, willful misconduct, or misuse of the equipment.

6.3 The following shall be the responsibility of the District:

6.3.1 Window cleaning - outside.

6.3.2 District owned equipment repair and replacement (except where such repair and replacement are caused by the Vendor's negligence, willful misconduct, or misuse of the equipment).

6.3.3 Painting and redecorating.

6.3.4 Fire insurance.

6.3.5 Outside maintenance.

6.3.6 Pest control in the general building areas.

6.4 The District's responsibilities per mGc0a6.3.36.3.5 393.43 Tm0 g0 G[6.3.)-5(4)13()-4(Fi)7(r)-3(e in)3(su)13

District. In addition, excess liability (umbrella) coverage of not less than Five Million Dollars (\$5,000,000) per occurrence and an equal amount in aggregate must be provided.

Insurance is to be placed with insurers with a current A.M. Best's Rating of no less than A:VII, unless otherwise acceptable to the District.

8.1.1 Worker's Compensation Insurance: Since the Vendor's Manager is not a District employee,

8.7 Notices: Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be either served personally or otherwise delivered to the other party as follows:

Notices to the District:

West Hills Community College District
Attn: adrianaochoa@whccd.edu
275 Phelps Avenue
Coalinga, CA 93210

Notices to the College:

West Hills College Lemoore
Attn: James Preston, President
555 College Ave.
Lemoore, CA 93245
JamesPreston@whccd.edu

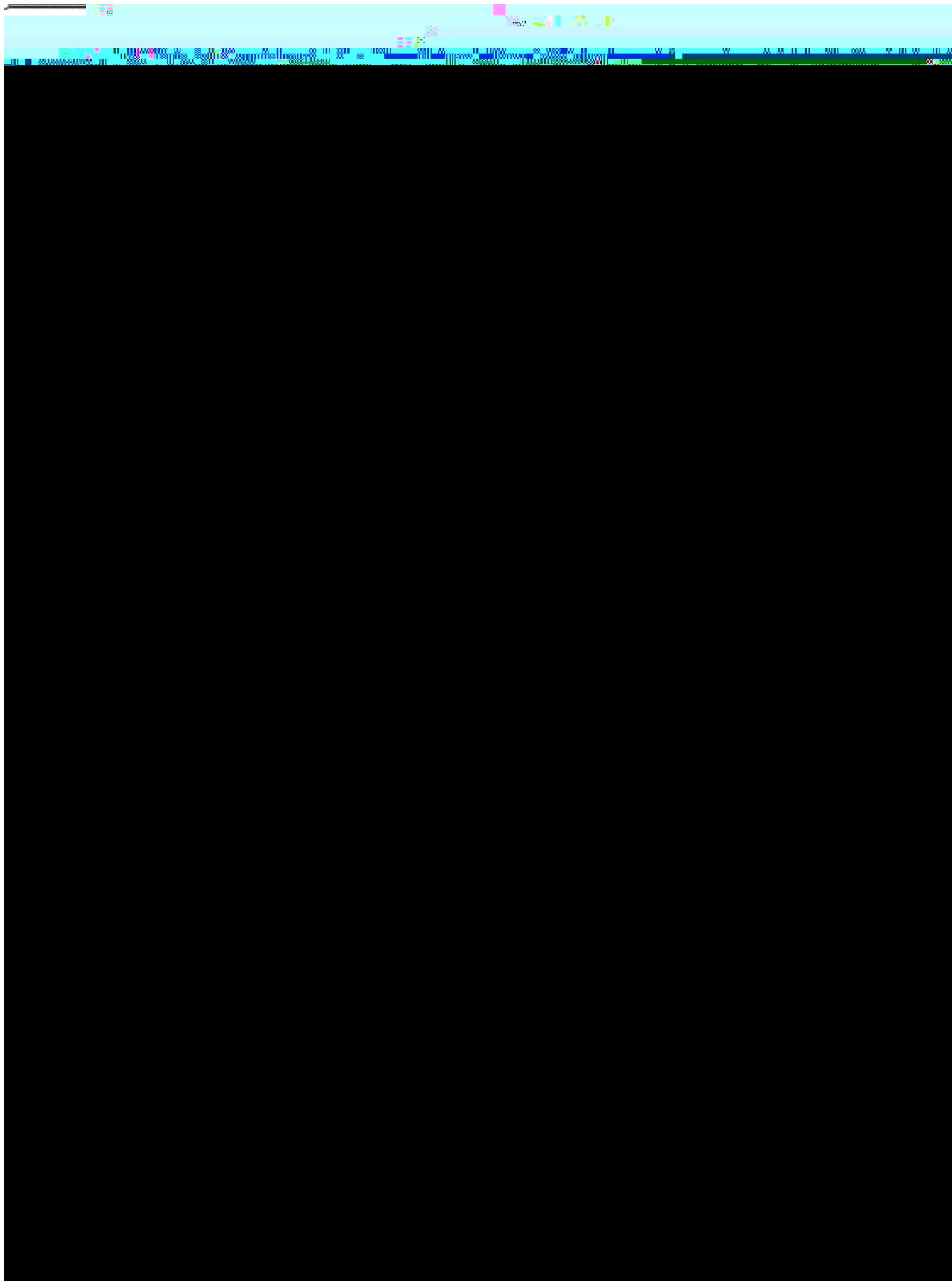
Notices to Vendor:

8.8 Catastrophe: With the exception of payment obligations for prior performance under this Agreement, neither the Vendor nor the District shall be liable for the failure to perform their respective obligations when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closing, governmental rules or regulations, or like causes beyond the reasonable control of such party.

8.9 Rights beyond Termination: 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 at law or in equity.

8.10 Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

Dated this _____ in the City of Coalinga, County of Fresno, California, which shall be the effective date of this Agreement, and shall be effective for two (2) years from this date



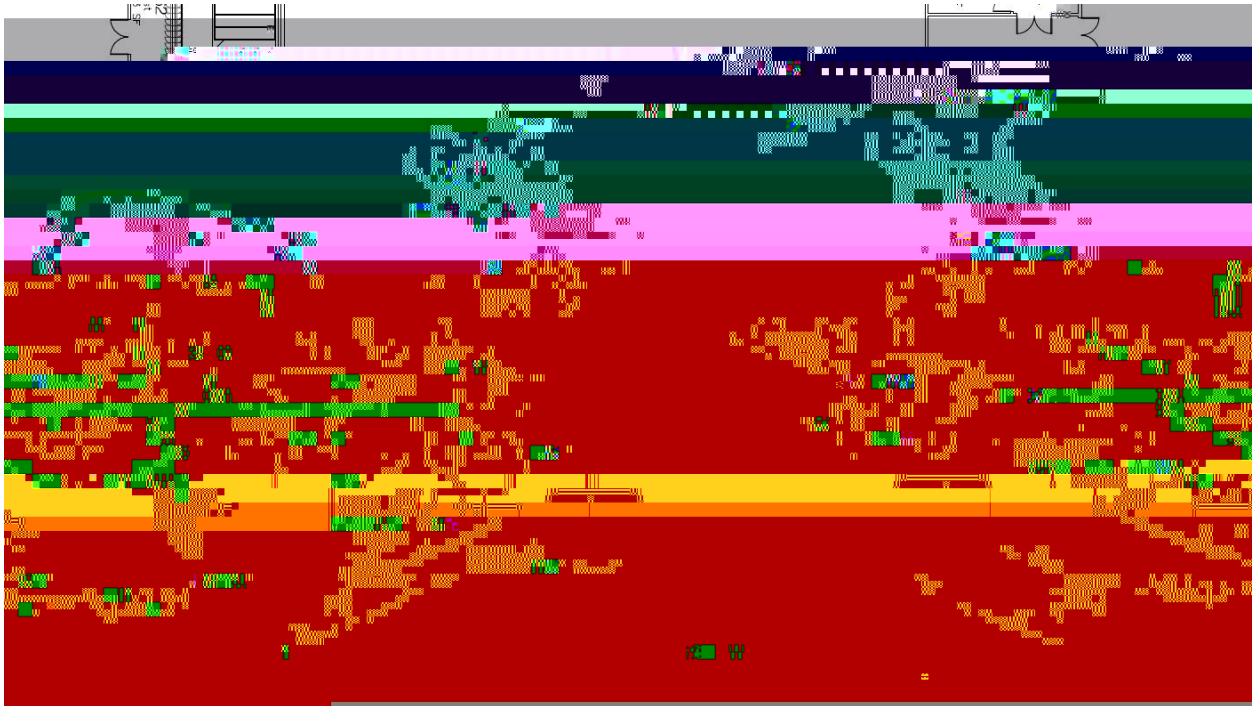


Appendix E

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Appendix F

West Hills College Lemoore-Golden Eagle Arena
Lobby/Concession/Concession Storage



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