
Food Service Operations Request for Proposal (RFP) B12-06

Submit proposals by 2:00 p.m. on February 24, 2012 to:

Cabrillo Community College District
Building 2030
Purchasing Department
6500 Soquel Drive
Aptos, CA 95003
Attn: Serena Muindi
(831) 477-3521
semuindi@cabrillo.edu

Additional Contact Information:

Gale Stevens
(831) 477-5613
gasteven@cabrillo.edu

KEY DATES

<p>Submit all questions regarding this RFP by 2:00 P.M. February 8, 2012 Proposals Due 2:00 P.M. on February 24, 2012 Recommendation for Award to Board of Trustees, estimated April 2012</p>

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Notice Inviting Proposals for Food Service Operations

The **Cabrillo Community College District**, 6500 Soquel Drive, Aptos, California, 95003 is hereby soliciting proposals for services in accordance with the applicable specifications:

**Request for Proposal B12-06
Food Service Operations
Cabrillo College**

Firms are invited to submit proposals for Food Service Operations at Cabrillo College. Proposals shall be made in the format described in the RFP. The RFP document and Amendments, if any, can be obtained free of charge by following the instructions at <http://www.cabrillo.edu/internal/purchasing/>. Interested firms can also contact Serena Muindi at semuindi@cabrillo.edu (831) 477-3521 for assistance.

Sealed proposals will be received at the office of the Interim Director, Purchasing Services, CABRILLO COMMUNITY COLLEGE DISTRICT, 6500 Soquel Drive, Aptos, California, 95003 until **FEBRUARY 24, 2012 at 2:00 p.m.** Any proposals received after the time specified in this notice shall be returned unopened.

No proposals received and read by the District may be withdrawn for a period of ninety (90) days after date of opening thereof.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities that may be legally waived.

Advertise: January 25 and February 1, 2012

**BOARD OF TRUSTEES
CABRILLO COMMUNITY COLLEGE DISTRICT**

By: Serena Muindi,
Interim Director of Purchasing, Contracts and Risk Management, Contracts & Risk Management
Phone: (831) 477-3521

Contacts/Project Identification

Owner: Cabrillo Community College District
6500 Soquel Drive
Aptos, Santa Cruz County
California 95003

Owners Representative: Victoria Lewis
Vice President, Administrative Services
6500 Soquel Drive
Aptos, Santa Cruz County
California 95003

Contract Administrator: Serena Muindi
Interim Director, Purchasing, Contracts & Risk
Mgmt.
Phone: (831) 477-3521

Site Location: Cabrillo College
6500 Soquel Drive
Aptos, Santa Cruz County
California 95003

Contractor: To be identified in the Agreement as the party
selected to perform the Work of the Contract.

NOTE: Inquiries during the RFP process shall be directed to the District's Purchasing Representative. All questions must be e-mailed to the District's Purchasing Office Attention: Serena Muindi (semuindi@cabrillo.edu). The deadline to submit questions is 2:00 p.m., on February 8, 2012. Written response(s) may be issued as Amendments to the Documents. Do not direct questions to any other person associated with this project. Such action will only slow the District's ability to respond to your inquiry.

I. INTRODUCTION

1. About the District

For more than 50 years, the Cabrillo Community College District (“District”) has provided a dynamic learning environment that fosters excellence, opportunity and innovation in meeting the educational needs of our diverse students and community.

Cabrillo College (“Cabrillo”) attracts a diverse students, many of whom come to the campus as International Students from countries such as China, Africa, Korea, India just to name a few. As a result, a broader menu that appeals to and reflects the diversity of the student body is highly desirable.

2. Food Services Overview

We are seeking proposals from a minimum of two qualified food and/or gourmet coffee service vendors (“Contractors”) who will provide made-to-order sandwiches, salads, soups and other grab and go foods including healthy options for Cabrillo. A majority of our students’ courses are held Monday through Thursday. There may also be a need for Contractor to provide services during some evenings. A successful bid will include three key elements:

- A proven track record of providing quality food and or gourmet coffee service in a high-energy, high volume environment;
- The ability to provide a variety of grab and go foods including healthy food at reasonable prices; and
- A commitment to sustainable practices.

3. Enrollment

Recent enrollment figures for Cabrillo are shown below:

Quarter:	Headcount:
Fall 2009	16,467
Winter 2010	suspended
Spring 2010	15,696

Quarter:	Headcount:
Fall 2010	15,732
Winter 2011	suspended
Spring 2011	15,151

4. Current Food Service Operations

The District currently holds food service contracts with Taher. Taher offers a comprehensive food service in the Cafeteria located in the 900 building as well as in the satellite location across campus.

The contract between the District and Taher will terminate upon the implementation of food service operations by this contractor in June 2012.

Gross Sales for Cabrillo and satellite location for 2009 were \$670,527.

Gross Sales for Cabrillo and satellite location for 2010 were \$554,663.

Gross Sales for Cabrillo and satellite location for 2011 were \$438,516.

5. Important Dates and Timeframes:

Issuance of Request for Proposal	January 25, 2012
Tour of Facility (Mandatory Attendance)	February 2, 2012 at 10:00 am
Deadline date to Submit questions regarding this RFP	February 8, 2012 at 2:00 pm
Deadline for Contractor Submission of Proposal	February 24, 2012 at 2:00 pm
Bid Opening	February 24, 2012 at 2:00 pm
Expected Date to Award Contract	April 2012

The District reserves the right to alter the timeline with notification to Contractors according to its needs.

II. Contract Terms

1. Food Services Center Operation

The primary food service center (Cafeteria) is located on the second floor of the Cabrillo Campus 900 building. The Contractor will be responsible for providing all labor, management. The Contractor will also be responsible for all supplies, materials, and equipment beyond that included in the Cafeteria that is necessary to provide food services at Cabrillo.

The successful Contractor will provide beverages, sandwiches, pastries and other pre-prepared foods. Contractor may use the campus center kitchen facilities to prepare food sold.

The Contractor will be expected to participate in the college community by interacting with the District staff/students at regular meetings; remaining responsive to the suggestions, concerns and changing needs of the students and staff; promoting healthful eating habits; employing environmentally sound practices; providing a good working environment; and, cooperatively co-existing with the vending services and coffee shop contractors.

Our students and staff require quality food at reasonable and affordable prices. The students and staff desire food that is quick to eat, in the grab-n-go category as well as a variety of healthy foods including organics, low fat and vegetarian options. As previously noted, the diversity of students on campus speaks to the need to offer an array of choices. Proposals should include a plan that primarily meets the food needs of students as the number one priority. Sustainability is a core value at Cabrillo, and it is necessary that a food service contractor support this value by emphasizing green business practices and offering organic and healthy choices in its menu plan.

2. Food Service Hours

A. Cabrillo Campus/minimum required food service hours:

Fall, Winter & Spring Quarters:	
Monday-Thursday	x:xx am – x:xx pm*
Friday	x:xx am – x:xx pm*
Saturday-Sunday	CLOSED
Finals Week (Monday-Thursday)	x:xx am – x:xx pm*
Summer Session	
Monday-Thursday	x:xx am – x:xx pm*
Winter, Spring & Summer Break	
Monday-Thursday	x:xx am – x:xx pm*

* To be determined and negotiated with Contractor.

3. Contractor's Responsibilities

- A. Cost of Operation
- B. Food products, kitchen, and server supplies.
- C. Taxes, insurance, and labor including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance.
- D. All uniforms, linens, towels, and laundry service.
- E. Paper goods and utensils.
- F. Routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls.
- G. Business operation expenses including Data, Telephone, and Copier and all office supplies.
- H. Transportation and vehicle costs required for food service operation.
- I. Any costs associated with facility improvements or electrical upgrades required for additional Contractor provided equipment.
- J. Any replacement of District-furnished or District-supplied equipment intentionally damaged or destroyed by Contractor and/or its employees.

4. Beverage Service:

No alcoholic beverages shall be kept, sold, served, or consumed upon premises of the College.

5. Nutrition & Communication:

Contractor will disseminate information and feature displays to educate its customers on healthy eating habits, e.g., nutritional requirements, nutritional content of foods served, descriptive packaging and labeling of food products, etc.

6. Environmentally Sound Practices:

Contractor agrees to employ environmentally sound business practices. It will further the District's efforts around recycling, composting, and water and utility conservation. In

consideration of the environment, the District supports and in fact is mandated by the state to cut wastes and comply with recycling efforts.

7. Catering:

- A. **Opportunity to Bid.** The Contractor shall be given the opportunity to bid on catered college-sponsored events. The Contractor should be in an enviable position for gaining catering business and will promote the food service business at large, if catering is executed to high levels of professionalism and culinary taste and presentation. The District, as represented by official student clubs, student government, and college activities, reserves the right to hold food sale fundraisers.

8. Preventive Maintenance:

- A. **Preventive Maintenance.** Contractor, in conjunction with District, shall establish a preventive maintenance program for all food service equipment owned by District. At the expiration of the contract, all Cabrillo-owned equipment is to be surrendered to District. in as good condition as received (ordinary wear and tear and acts of God excepted).
- B. **Damaged Equipment.** If equipment is deemed to not be in good condition, then the cost to repair or replace damaged equipment shall be borne by the Contractor. Replacement equipment shall be of equal or greater quality and performance and shall be deemed as approved by the district prior to acceptance.

9. Cleanliness:

- A. **Fixtures, Equipment & Common Dining Area.** The Contractor shall be responsible for usual and customary cleaning and sanitation of the internal serving area, kitchen including fixtures and equipment and common dining area. Contractor shall be responsible for housekeeping and sanitation in the food preparation, storage and internal serving areas; shall clean the tops of tables and chairs in the dining area and bus tables during the normal course of business and shall transport refuse to the refuse collection area.
- B. **Floors.** Maintain clean, dry floors in the food preparation and service areas at all times. Clean up spills in the dining areas as required.
- C. **Sanitation Grades.** Sanitation grades, less than grade A, will be unacceptable and negligence to sanitation will result in contract default on the Contractor's behalf. Contractor shall remedy the default within 24 hours. Otherwise, the District shall remedy the problem and bill Contractor for services rendered. The District and the facilities department staff are charged with the task of examining sanitation reports and perform spot checks on the Contractor. The Contractor shall also be responsible for the keeping an area of 30 feet around any satellite services facilities clean and free of debris.

10. Accounting:

- A. **Financial Accounting for Food Service Operation.** The Contractor shall be responsible for collection, retention and accounting of all monies from sales in the food service operation. The Contractor shall maintain financial procedures and record keeping in accordance with generally accepted accounting principles, and shall make said financial records and supporting documents available for inspection, reproduction and audit by the District or its auditors at the District's request. The Contractor shall be required to submit a "pro forma" financial statement for each year of the contract with the District.
- B. **Commission payments.** The Contractor shall maintain separate records for the individual services provided, and shall submit its financial reports indicating the Gross sales, sales tax, adjusted gross sales to the District on a monthly basis.
- C. **Accounting Period.** The accounting period for the operation of food services shall be July 1 - June 30, and all accounting records and statements will be based upon that period. The Contractor shall supply the District's business offices, including the accounting office and the contracts office, Profit and Loss Statement for the District operations, and copies of audited annual financial statements. For the first year these reports should be presented monthly.

11. Contractor Evaluations and Self-Improvement:

- A. **Campus Food Service Committee Feedback.** Cabrillo Food Service Committee Campus Center Board will provide feedback about food services offered to meet the continuing needs of the college community and shall provide feedback to the District Administrator responsible for contract oversight and management.
- B. **Attendance at Meetings.** The Contractor must participate in the College and/or District Committees and attend regular quarterly meetings of the Cabrillo Food Service Committee to hear suggestions and concerns regarding its service.
- C. **Self-Improvement.** The Contractor shall conduct specific and continuing programs of inquiry and evaluation through campus meetings and "how did we do?" comment cards to determine the level of satisfaction of the students and the college community with the food services offered. The results of this inquiry and evaluation process shall be shared with the College and District Committees and the District contract administrator on a regular basis.

12. Licensing/Governmental Regulations:

- A. The Contractor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to personnel, food service operations and preparation, sanitation and maintenance of the kitchens, dining rooms, storage areas, clothing, etc.

- B. It is expressly understood that the Contractor assumes sole responsibility of observance of, and complies with all provisions of Federal, State, and local laws governing or relating to the operation of food services.
- C. Contractor shall comply with statutory language imposed by the California Office of Environmental Health Hazard Assessment related to the Safe Drinking Water and Toxic Enforcement Act of 1986.

13. Contractor's employees:

- A. The Contractor agrees to comply with all Federal, State and local regulations governing or relating to conditions of employment for its employees, including, but not limited to, the Fair Labor Standards Act, the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program.
- B. Provide a good working environment for their employees.
- C. Endeavor to employ students enrolled at Cabrillo whenever possible.
- D. As required of all District employees, all employees of the Contractor, prior to being assigned to work under this contract, shall be finger printed and tested free from active Tuberculosis and be drug free. The District reserves the right to request proof of verification on an annual basis.
- E. The Contractor's employees shall at all times abide by the District's policies and procedures while on the District's premises.

14. Liquidated Damages:

- A. Food services shall be implemented and fully ready to be operational at each of the service locations on August 29, 2012. If the food services are not fully operational by August 23, 2012, it is understood that the District will suffer damage. It is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of one-thousand dollars (\$1,000.00) per day for each business day of delay until the food services program is fully operational as specified herein. Contractor and his surety shall be liable for the amount thereof.
- B. The Contractor shall not be charged liquidated damages because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God or of public enemy; acts of Government; acts of District or anyone employed by him, or acts of another Contractor in performance of a contract with the District; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or, unusually severe weather. Contractor shall within three (3) days of the beginning of any such delay (unless the District grants a further period of time prior to date of final settlement of the contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of

time for implementation of food services when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

15. Assignment:

The Contractor shall not assign this contract or any part thereof without prior written consent of the District.

16. Promotion:

In no instance will the District name be used by the Contractor in connection with any advertising or promotion without the specific written permission of the District.

17. Legal Entity Change:

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected in the contract documents.

18. Term of contract

- A. The term of this contract will be for three (3) years, beginning approximately July 1, 2012 with the option to renew for 2 additional year one (1) year terms. For the initial term, Contractor shall have approximately 6 weeks to prepare the facilities and "tool up" with all required supplies, signage, etc. prior to actual commencement of operations in August 2012.
- B. The facility "tool up" shall be completed by August 22, 2012.

19. Termination

- A. **For Cause.** In the event the Contractor fails to carry out or comply with any of the terms and conditions of the established contract, then the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor and the Contractor's surety of intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

In such case, it shall be incumbent on the Contractor to continue operation until relieved by a subsequent food service Contractor chosen by the District (not to exceed ninety (90)

days). The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

- B. **For Convenience.** Either party may terminate this agreement with 90 days written notice prior to the end of the 3-year term or prior to the end of either of the 2 additional years extensions.

20. Insurance requirements

- A. **Minimum Insurance Coverage.** During the term of the contract, the Contractor shall maintain, at his sole expense, minimum insurance coverage as follows:
 - i) **General Liability.** General Liability Insurance of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate including coverage for Premises/Operations, Independent Contractors, Contractual and Personal Liability at a combined single limit of \$1,000,000 per Bodily Injury and Property Damage, and;
 - ii) **Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance covering any vehicle at a combined single limit of \$1,000,000 per Bodily Injury and Property Damage.
 - iii) **Combination Policy.** In lieu of a and b above, the Contractor at his option may carry a combination policy including Comprehensive General Liability and Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence on Bodily Injury and Property Damage.
 - iv) **Workers' Compensation.** Workers' Compensation and Employer Liability Insurance providing full statutory coverage.
- B. **Insurance Carrier Rating.** The Contractor's insurance carrier must be approved by the District and carry a minimum "A-" rating with a minimum financial capacity rating of VII.

21. Proof of Insurance

- A. Proof of insurance shall be delivered to the Director of Purchasing, Contracts and Risk Management and Owners Representative prior to the contract start date.
- B. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
- C. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

- D. Certificates of insurance shall clearly state that the District and its officers, agents, employees and servants are named as an additional insured under the policy described and that such insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District, or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall provide District with the endorsement to the policy that names District as additional insured.

22. Indemnification

Contractor shall indemnify, defend and hold harmless the Cabrillo Community College District, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this contract.

23. Taxes

- A. **Taxes.** The Contractor assumes complete liability for all taxes applicable to the operations, income and transactions of the Contractor. The District shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the contract or otherwise.
- B. **Possessor Interest.** The Contractor recognizes and understands that the contract may create possessor interest subject to property taxation and that the Contractor may be subject to the payment of property tax levied on such interests.

24. Hours of Operation

- A. Contractor shall provide hours of operations as indicated in Section II Specifications – item 2 Food Service Hours unless agreed to in writing by the District and Contractor and until an amendment is made to the contract.
- B. The hours of meal service in the food service area shall be posted in mutually agreed upon places, including on the Cabrillo College website. Contractor shall provide information in electronic format to the District.

25. General Conditions and Insurance Requirements

Contractor shall comply with the above requirements in addition to the General Conditions as described in Section II. In the event that the terms and conditions may conflict, the requirements stated above shall prevail.

26. Additional Responsibilities

All other responsibilities not specifically listed in Section 29 below shall be borne by the Contractor.

27. Subcontractors

- A. If the Contractor proposes sub-contracting any portion of the services proposed, the Proposer shall include references from comparable institutions for which the subcontractor has successfully provided food and dining services. Contractor may not subcontract its obligations under this Contract without District's prior written consent. Contractor shall ensure that the food services provided by subcontractor meet with the high standards anticipated herein, and shall provide verifiable evidence of subcontractor's qualifications for proposed services. Contractor shall remain liable for the full performance of the provisions of the Contract, notwithstanding any such subcontract.
- B. Contractor agrees that before any subcontractor begins work on the premises it will provide District with a Certificate of Insurance verifying that the insurance required, pursuant to the terms listed in the General Conditions, is in full force and effect.
- C. Proposer agrees that it will secure and provide to District prior to the subcontractor beginning work on the premises, a statement evidencing said subcontractor's contract to comply with all terms of the Contract and a copy of the Proposer's contract with the subcontractor, which contract shall contain a provision incorporating by reference the terms and conditions of the Contract.
- D. Proposer shall indicate the name and location of the place of business of each subcontractor who will perform services to the Proposer. Include a list of references.
- E. Proposer shall honor and collaborate with KJ's Coffee, the current coffee vending contract holder to provide coffee shop services in the campus center facility and about campus.

28. District Responsibilities

- A. **Space and Facilities.** The District shall provide, as mutually agreed, the space and facilities reasonably required by the Contractor for the efficient operation of its food services, all of which shall be and remain the sole property of the District. The District shall provide all necessary keys to insure the Contractor's supervisory personnel have adequate access to the food service and preparation areas. Notwithstanding any other provision herein, the contractor's use of District property for the purposes described herein shall not be exclusive, and the agreement between District and the successful Contractor is not and shall not be construed as a lease of District real property.
- B. **Administrative Liaison.** The District shall name an administrative liaison (Owners Representative) to function as the Contractor's primary contact for daily operations. In

addition, the District shall designate one administrator who has final responsibility for administration of the contract and resolution of any disputes.

- C. **District Inspection/Review.** The District reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service and facilities at any time with respect to the quantity, quality, grades and nutritional value of food proposed for purchase, the methods of service, the prices of menu offerings, the hours of service, and sanitation and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to the District. The District shall have input on the menu cycle and selection, both for the food service menu and the catering menu. We reserve the right to approve any changes in menu or schedule other than those mentioned in this contract.
- D. **Maintenance of Facilities.** The District will furnish services of the maintenance staff, as required for the proper maintenance and repair of facilities and District owned equipment used in the operation thereof.
- E. **Maintenance of Systems.** The District shall be responsible for maintenance and repair of the building and of all plumbing, heating, air conditioning, garbage service, water, natural gas and electrical systems necessary to the operation of the building. The District will provide care of the outside areas and periodically wash and clean the exterior windows, walls, and interior windows in the kitchen and dining areas.
- F. **Audits.** The District reserves the right of authorized administrative services personnel, or authorized representatives thereof, to conduct unannounced audits of cash control procedures, and financial reporting practices of the Contractor.
- G. **Equipment.** The District is responsible to ensure that all food service built-in equipment is operational at start-up and throughout the term of the contract.
- H. **Maintenance of Dining Area.** District shall be responsible for the cleaning of all common dining areas at the end of each school day. The Contractor is responsible for the cleanliness of the dining hall during hours of operation including but not limited to bussing tables, emptying trash receptacles and mopping spills.

III. Proposal Submission

1. Respondent Inquiries

Any potential Respondent to this RFP may request clarification or additional information regarding the requirements of this RFP or other information relating to the RFP by emailing Serena Muindi at semuindi@cabrillo.edu. The District may determine that the nature of the inquiry and/or the District's response may affect other Respondents or the requirements of this RFP, the District will issue the written response to all Respondents who have obtained a copy of this RFP ("District Amendment"). RFP Responses are deemed inclusive of a District Amendment. **Submit inquiries and questions by February 8, 2012.** Responses to questions will be posted at <http://www.cabrillo.edu/internal/purchasing/>. It is the responsibility of each individual firm to access responses to all questions concerning this RFP.

2. RFP Submission Package

To be considered, Proposers must submit timely written proposals that fully respond to the requirements of RFP. Responses to the RFP must be submitted in sealed envelopes, with the name, address, telephone number and email address of the Respondent along with the notation of **"RESPONSE TO RFP FOR FOOD SERVICE OPERATIONS, CABRILLO COLLEGE RFP NO. B12-06."** Each Respondent must submit an original and ten copies of the RFP Response. The set of a Respondent's RFP Response designated as "original" must include the original signatures, submittals, etc. In the event of missing or contradictory information in any of the copies, the set of RFP Response marked "original" will be considered as the "master" against which all others will be compared. Responses must be submitted to:

Serena Muindi, Interim Director – Purchasing Services
Cabrillo Community College District
6500 Soquel Drive
Aptos, CA 95003
(831) 477-3521
semuindi@cabrillo.edu

3. Latest Date/Time for Submission of RFP Response

The latest date/time for submission of RFP Responses is 2:00 P.M., February 24, 2012. Responses to the RFP are deemed timely submitted only if actually received by the District's Director of Purchasing, Contracts and Risk Management, Contracts and Risk Management at the address set forth above. Respondents are advised that the District operates a central mailroom operation; packages delivered to the District's central mailroom may not be immediately delivered to the designated recipient. If the U.S. Postal Service or other commercial courier

service is used for submission of a Response to this RFP, the Respondent is solely responsible for deposit of its RFP Response with the U.S. Postal Service or other commercial courier service in sufficient time for delivery to the District's central mailroom and sorting and distribution from the central mailroom to the intended recipient. Office hours for receipt of RFP Responses are Mondays through Fridays, 8:00 A.M. to 4:00 P.M. No faxed or emailed RFP Responses will be accepted or considered. Any RFP Response submitted by fax or email will be deemed non-responsive and will be rejected.

4. District Right to Modify RFP

The District expressly reserves the right to modify this RFP or any portion hereof by District Addenda. Respondents must incorporate any District Addenda into their respective RFP Responses.

All proposals will become the property of the District. The District reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the Board of Trustees meeting agenda.

The Cabrillo Community College District is not liable for proposal preparation or submission expenses that may be incurred by the respondents.

IV. Proposal Submission Format

The respondent shall submit the following information in the order and format indicated below.

- The proposal shall be bound or provided in a 3 ring binder and contain numbered Tabs as indicated below.
- The front cover shall contain the name of the company and RFP number. The original package shall be marked “Original” on the front cover. Provide ten (10) additional copies.
- A table of contents shall be included.
- All Bid Forms must be included at the time of submission of the proposal to be considered responsive to the RFP.

Tab #1: Minimum Qualifications

Minimum qualifications are as follows:

- A 1-2 page cover letter on company letterhead signed by the authorized representative describing how the proposer’s firm satisfies the minimum qualifications.
- Three most recent years of audited/reviewed financial statements that demonstrates the Proposer’s ability to perform. Proposers must show that they have sufficient capital to cover start-up costs ranging from \$100,000 to \$600,000 and accounts receivable ranging from \$100,000 to \$150,000 per week.
- The location and description of regional management offices.
- A copy of the declaration page from the insurance company or from the broker/agent, stating that your firm is able to obtain all required insurance coverage.

Tab #2: Operations Experience

- Provide the names of all colleges, universities or similar food operations presently operated by your company in California. For each operation provide the full name and address of the institution.

- The name of the institution's administrative officer's who has been designated as the liaison officer with your food service company. Also include the name and title of at least one other administrative officer at the institution. Provide the telephone number and email address of each officer.
- The number of years your company has provided continuous service. Include the initial date of original contract.
- Describe the service provided to the institution. (i.e. Food court, coffee cart, satellite deli service, catering, etc.)
- Provide the annual sales total for each service and combined annual sales total for all services your company offers at the institution.
- Provide hours of operation and service.
- Provide a list of all other states in which your firm operates a college, university or similar food service.
- Has your firm discontinued or been discontinued at any college, university or similar operations at any location in the last five (5) years. If so, identify such institutions (including telephone numbers and addresses) and explain the reasons why the operations were discontinued. Was the discontinuation at your request, that of the institution involved or due to other factors (e.g. non-renewal due to institutional competitive bidding requirements)?
- Include a minimum of three references. (Prior to award of contract, the District reserves the right to visit the facilities of proposer provided references to observe proposers or subcontractors food services in operation. The evaluation of the site visits will be part of the evaluation of the reference checks.)

Tab #3: Food Service Plan Menu & Prices

- Describe in detail the overall plan that your company proposes to implement at the Cabrillo College Campus.
- Submit a list of food and beverage items that will be served in the Food Service area. Include prices, nutritional information and ingredients. Specifically note which items are a) "healthy choice" items, b) vegetarian, c) vegan d) organic options.
- Submit a four (2) week cycle of breakfast, noon and evening food options.

- Describe how students, faculty and staff will be informed of the nutritional value of menu items.
- Provide a sample menu that you currently use at another institution.

Tab #4: Management and Personnel

- Submit a copy of your personnel policies that includes complaint procedures.
- Submit a profile of all proposed management positions also provide a proposed organizational chart and proposed job descriptions.
- Provide a complete resume of the proposed manager/s for the Cabrillo College Food service operation. It is highly recommended that the proposed manager attend all interviews should your company be one of the finalists.
- Describe clothing and/or uniforms that are required. If uniforms are required, please provide picture of uniform. Indicate which type of staff would wear such uniforms.

Tab #5: Marketing & Campus Relations

- Describe marketing strategies for outreach/interaction with students, faculty and staff.
- Method for obtaining and communicating campus-wide feedback on food quality and customer satisfaction
- Methods for addressing changes in response to feedback

Tab #6: Conservation, Recycling and Sustainability

- Describe what your company has done to promote conservation, recycling and sustainability.
- Describe how your choices for menu items promote and enhance sustainability.
- Methods for incorporating organic choices in the menu plan, while keeping food prices to a reasonable level.

Tab #7: Catering

Provide a catering menu you intend to offer. Include portion sizes, nutritional information and prices. Prices should be inclusive of delivery charges to all locations on the Cabrillo Campus. Provide a list of surcharges for table service.

Tab #8: Fee Proposal

The commission percentage must be included on the “Proposal Form and Statement of Commission.” Commissions will be based on net sales. Net sales equals Gross Sales less Sales Tax. Additional considerations:

- For each year of the contract, the College President will have available for use, in kind, \$250 each per year of food products for public related service events.
- For each year of the contract, the contractor shall provide one \$200.00 Scholarships to the Cabrillo Foundation for the benefit of Cabrillo College Students.
- Additional considerations: Please describe and specify amount.
- The proposer may include their recommendations to add to the present stationary equipment or expand/remodel existing facilities. The cost of the equipment and or remodeling shall be borne by the contractor and may be depreciated during the term of the contract. The District’s approval will be required prior to such additions and improvements.

Tab #9: Equipment:

As part of the proposal response, the Proposer shall include a listing of any remodeling of facilities necessary to implement the proposed food services. While the cost and provision of these items are not to be borne by the District, they may be considered during the review of proposals and addressed during contract negotiations.

Tab #10: Sub Contractors

All proposed sub-contractors must be listed.

V. EVALUATION OF RFPS/AWARD OF CONTRACTS

1. General

Award of the Food Service Operations Agreement will only be by action of the District's Board of Trustees. Prior to action of the Board of Trustees' action awarding the Contracts, upon invitation of the District, selected Proposers may be requested to make a presentation of their Proposals to the District's selection committee as further described here.

2. Selection Committee

The District has established a Selection Committee for purposes of: (a) review of RFP Responses; (b) conducting Initial Interviews with selected Respondents; and (c) to make recommendations(s) to the District's Board of Trustees.

3. Review of RFP Responses

The Selection Committee will score RFP Responses based on the qualifications below. The top three highest scoring firms will be asked to interview with the Selection Committee. Interviews will be scored separately.

RFP Proposal Criteria*:

Tab	Qualifications
#1	Minimum Qualifications
#2	Operations Experience
#3	Food Service Plan menu & Prices
#4	Management & Personnel
#5	Marketing & Campus Relations
#6	Conservation, Recycling & Sustainability
#7	Catering
#8	Fee Proposal
Total	

* Interviews will be scored separately.

4. Interviews

Interviews of the top scoring Proposers will be conducted at the time, place and location as designated by the District. Proposers who do not attend at the time, place and location designated will be disqualified from further consideration. The proposer must bring to the interview: (a) proposed manager responsible for providing Basic Services under the Food Service Operations Agreement; (b) the principal of the Proposer with overall responsibility for the Proposer's services and performance (c) personnel of proposed Sub-contractors if requested by the District. The District discourages attendance of marketing or business development personnel at the interviews.

5. Recommendations For and Award of Contract

Based on results of proposal evaluation and interviews the Selection Committee will recommend a proposer to the Board of Trustees for a contract. The Request for Proposals does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

6. Award of Contract

The District shall attempt to negotiate an agreement to perform the work with the respondent receiving the highest score. Should the District be unable to negotiate a satisfactory agreement with the highest scoring respondent at a price the District determines to be fair and reasonable, negotiations with the Contractor will be formally terminated. The District shall then undertake negotiations with the next qualified firm individually until an agreement is reached.

7. Conflict of Interest.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit District employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

BID PROPOSAL FORMS

PROPOSAL FORM AND STATEMENT OF COMMISSION

This form is to be signed and inserted in front of Tab #1 of the proposal.

To: The Cabrillo Community College District, acting by and through its Governing Board, herein called the "District."

From (Proposer): _____
Please print or type full company legal name

Pursuant to and in compliance with your Notice Inviting Proposals and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of providing services where the services are to be offered, and with the specifications, general conditions and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, management, materials, supplies, utensils, expendable equipment, and transportation services necessary to perform the contract and implement in a professional manner all of the work required in connection with:

RFP B12-06 - Food Service Operations as Proposed Herein all in strict conformity with the specifications, general conditions and other contract documents on file at the Department of Purchasing Services of said District.

Attached to and by this reference hereby made part of this proposal are the following items:

Signed Proposal Form and Statement of Commission

Tab #1 Minimum Qualifications Documentation

Tab #2 Operations Experience

Tab #3 Food Service Plan menu & Prices

Tab #4 Management & Personnel

Tab #5 Marketing & Campus Relations

Tab #6 Conservation, Recycling & Sustainability

Tab #7 Catering

Tab #8 Fee Proposal

Tab #9 Equipment

Tab #10 List of Sub Contractors

Proposer Agrees to liquidated damages section.

It is understood that the District reserves the right to reject any proposal. This proposal shall remain open and not be withdrawn for a period of ninety (90) days.

It is understood and agreed that if written notice of the acceptance of this proposal is mailed, faxed, or delivered to the undersigned after the opening of the proposal, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted and Certificates of Insurance, as specified, 10 calendar days after receipt of notification of award, and that the implementation of services under the

contract shall be completed and the services to be provided shall be fully operational by the undersigned Proposer, if awarded the contract, by June 30, 2012.

Proposer certified by the "Noncollusion Affidavit" contained within this section that his Bid is genuine and is not sham or collusive, or made in the interest or in behalf of any Proposer not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other possible proposer to refrain from bidding, and that Proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer.

Forms submitted with incomplete bid amount or signature is subject to non-acceptance by Owner. Amounts shall be stated in writing and figures. However, the District reserves the right to waive minor deficiencies in the bid.

Proposer agrees he is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Proposer states that the signature below is of a person authorized to bind the Proposer to this Bid and the Agreement. When requested by the Owner, a corporation must furnish satisfactory evidence of corporate existence and the authority of the officer signing on behalf of the corporation.

Proposer acknowledges receipt of _____ addenda relating to this Request for Proposal.

All notices or other correspondence should be addressed to the undersigned at the address stated below. The names of all persons interested in the foregoing proposal as principals are as follows (Please print or type):

Name & Title: _____
Name & Title: _____
Name & Title: _____

(IMPORTANT NOTICE: If Proposer or other interested person is a corporation, state the legal name of corporation, also the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true name of firm, also the names of all individual co-partners composing the firm; if the Proposer or other interested person is an individual, state first and last names in full.)

Note: If Proposer is a corporation, the legal name of the corporation shall be set forth below together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Proposer is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Proposer is an individual, his signature shall be placed below.

Check One:

Street Address _____	Sole Ownership _____
City _____ State _____ Zip _____	Partnership _____
Phone (____) _____	Corporation _____
Fax Number (____) _____	Other _____

The undersigned is licensed by the contractor's State License Board of the State of California to perform the work herein described and holds State Contractors License number as shown below.

Contractor's License No. _____ Expiration Date _____ Classification _____

Name of Proposer _____

Signature of Authorized Representative of Proposer

Date

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party submitting
(Title) (Proposer Name)

the foregoing Bid Proposal (the "Proposer"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in sham bid, or to refrain from bidding.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other proposer, or to fix any overhead, profit or cost element of the bid price or that of any other proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Proposer has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 2011 at _____
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
Area Code and Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____
(Name) (Title)

of _____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace;

(ii) Contractor's policy of maintaining a drug-free workplace;

(iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement

required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ___ day of _____, 2011.
(City and State)

(Signature)

(Handwritten or Typed Name)

EXHIBITS

Fall 2012

Summer Sessions: June 18 - July 13 (4 week) and June 18 - July 27 (6 week)

Flex Days: August 20 -24

Fall Semester: August 27 - December 15

<p style="text-align: center;">July 2012</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> </tr> <tr> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> </tr> <tr> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> </tr> <tr> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p style="text-align: center;">July</p> <p>4 Holiday</p> <p><i>First 4-Week: 6/18 - 7/13</i> <i>6-Week: 6/18 - 7/27</i></p>							
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Spring 2013

Wintersession: suspended (or Jan 2 - 29 if suspension is lifted)

Flex Days: February 4 - 7

Spring Semester: Feb 11 - June 8

<p style="text-align: center;">January 2013</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p style="text-align: center;">January</p> <p>1 Holiday: New Year's Day Wintersession -- suspended (or Jan 2 - 29 if not suspended)</p> <p>21 Holiday: MLK</p>							
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- 800 Administration Offices (E6)
 - 100 Admissions & Records Office (E4)
 - VAPA 1000 Art History Forum (H4)
 - SAC West Assessment (F4)
 - 1700 Baskin Child Care Center-Head Start (L2)
 - SAC East Bookstore (Librería) (F5)
 - 2600 Business Office (J2)
 - 800 Cabrillo Advancement Program (CAP) (E6)
 - 2100 A Cabrillo Extension Office (K2)
 - 900 Cafeteria (F6)
 - 100 Career / Transfer Center (E4)
 - 1500 Children's Center & Public Safety Offices (L2)
 - 2500 Computer Science (CS)(J2)
 - 2500 Computer Information Systems (CIS) (J2)
 - 100 College Bank (E4)
 - 2100 A Career Education & Economic Development (CEED) (K2)
 - 1400 Computer Technology Center - Solari (CTC) (K3)
 - 1500 Cooperative Work Experience Education (L2)
 - 100 Counseling (E4)
 - VAPA 4000 Crocker Theater (K3)
 - 1190 Delta High School (N5)
 - HW2 Dental Hygiene (F7)
 - 1000 Digital Bridge Academy Office (DBA)(E5)
 - 800 Disabled Student Programs & Services (DSPS) (E6)
 - 100 Enrollment Services - Hurd (Servicios de Matrícula) (E4)
 - 450 Erica Schilling Forum (E3)
 - HW1 Exercise Studio (E7)
 - 900 Extended Opportunity Programs & Services (EOPS) (F5)
 - 2030 Facilities Development / Purchasing (H7)
 - FS Faculty Senate Office (C2)
 - 800 Fast Track to Work (E6)
 - 100 Financial Aid & Scholarships (E4)
 - 1800 Foundation (H2)
 - 1100 Gymnasium (Gimnasio) (H5)
 - 900 Honors Transfer Program (F6)
 - 5000 Horticulture (C6)
 - 900 Human Resources (Recursos Humanos) (F5)
 - 100 Hurd Enrollment Services (Servicios de Matrícula) (E4)
 - 1200 Information Technology, Planning & Research (H2)
 - 800 Job Placement / Student Employment (E6)
 - 1000 Learning Resource Center (LRC) (E5)
 - 1000 Learning Skills (E5)
 - 1000 Library - Swenson (Biblioteca) (E5)
 - 700 Mathematics, Engineering, Science Achievement Lab (MESA) (D6)
 - 1074 Math Learning Center (MLC) (D5)
 - SAC West Matriculation Office (F4)
 - HW2 Medical Assistant (F7)
 - VAPA 5000 Music - Recital Hall (H4)
 - 1400 Networking Lab (K3)
 - HW2 Nursing (F7)
 - SAC West Outreach & Recruitment (F4)
 - 1500/1600 Public Safety (K2)
 - 800 Physics Learning Center (E6)
 - 700 Planetarium (D6)
 - SAC West Puente Program (F4)
 - HW2 Radiology Technology (F7)
 - SAC Samper Student Activities Center (F5)
 - 1800 Sesnon House (Pino Alto Room) (H2)
 - 1185 Sheriff (M5)
 - 2100 C Small Business Development Center (SBDC) (K2)
 - 1400 Solari - Computer Technology Center (CTC) (K3)
 - 600 STARS / Title V Project (D5)
 - HW1 Stroke & Acquired Disability Learning Center (E7)
 - SAC East Student Affairs Office (Asuntos Estudiantiles) (F5)
 - 900 Student Health Services (Servicios de Salud) (F5)
 - 1000 Swenson Library (Biblioteca) (E5)
 - 1095 Teaching & Learning Center (TLC) (D5)
 - 2100 B Tech Prep (K2)
 - VAPA 4000 Theater - Crocker Theater (K3)
 - 100 Transfer / Career Center (E4)
 - 1000 Tutorials (E5)
 - HW1 Wellness Education Center (WEC) (E7)
 - 1000 Writing Center & ESL Lab (E5)
-
- Instructional Division Offices**
 - 300 Business, English, Language Arts (BELA) (E3)
 - 1100 Health, Athletics, Wellness & Kinesiology (HAWK) (H5)
 - 400 Human Arts & Social Sciences (HASS) (D3)
 - SAC West Instructional Development (ID) (F4)
 - 700 Natural & Applied Sciences (NAS) (D6)
 - VAPA 1000 Visual, Applied & Performing Arts (VAPA) (G4)



- ★ You are here
- E Elevator
- T Telephone
- i Information
- P Student Permit Parking
- P Designated Parking
- B Bus Stop
- Accessible Path
- 🚑 Automatic Emergency Defibrillator
- 🍽️ Food Service (Hours Vary)
- ATM Automatic Teller Machine
- ♿ Disabled Parking is available at all lots.

FREQUENTLY ASKED QUESTIONS

- How do I get a parking permit?**
- 1) Purchase a Semester Permit at the Student Affairs Office in SAC East or at the Admissions & Records Office in Building 100.
 - 2) Use the Day Permit vending machines in each parking lot.

- Where do I get a student activity card?**
Student Affairs Office in SAC East.
- Where do I get a bus pass?**
Student Affairs Office in SAC East.
- Where can I get additional information?**
Student Affairs Office in SAC East.

CONTACT US

Aptos Campus	831.479.6100
Watsonville Center	831.786.4700
Scotts Valley Center	831.477.3550
Disabled Student Programs / Services	831.479.6379
www.cabrillo.edu	

IN CASE OF EMERGENCY CALL 911

To reach a Sheriff's Deputy 7:00am - midnight, call 831.212.8464.
For ADA assistance, call 831.479.6379.

EXHIBIT C

Cabrillo Community College District

Agreement/Purchase Order No. _____

SAMPLE AGREEMENT FOR GOODS AND SERVICES (TO BE MODIFIED PER THE TERMS AND CONDITIONS OF RFP B12-06)

This Agreement entered this _____ day of _____, 2_____, by and between the Cabrillo- Community College District, a community college district of the State of California, hereinafter called "District" and _____ hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to Cabrillo Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage independent contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the services described in Exhibit A for the sum not to exceed \$_____.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from _____ through _____. The District may terminate this contract at any time for any reason by providing 60 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: The contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or

EXHIBIT C

Cabrillo Community College District

Agreement/Purchase Order No.

pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code.

Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

7. **Insurance.** If applicable, insurance requirements are attached as Exhibit "D."

8. **Non-Discrimination.**

A. General. No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

B. Employment. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to District upon request.

9. **Substitutions:** If particular people are identified in List of Subcontractors as working on this contract the Contractor will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.

10. **Sole Property of the District:** Any system or documents developed, produced or provided under this contract shall become the sole property of the District. Notwithstanding any other provision herein, any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the District.

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed (a) \$14,999.00 for public project services such as construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work, including painting, repainting, or data cabling or (b) \$65,100.00 for routine maintenance, or other services not described in (a).

12. **Expenditure Of Public Funds.** Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

13. **Confidentiality.** In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the

EXHIBIT C

Cabrillo Community College District

Agreement/Purchase Order No. _____

performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

14. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.

- I. Detailed description of services to be performed and work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

_____ See Attached Proposal _____

- II. The contractor will pay _____% commission on Gross Sales minus Sales tax.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until _____, 2_____.

Authorized Contractor Signature

Date

Contractor's Company Name

Contractor's Tax I.D. Number

EXHIBIT C

Cabrillo Community College District

Agreement/Purchase Order No. _____

CABRILLO- COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

(Approval is required prior to commencement of services if total cost exceeds \$78,900.00 for professional services or the applicable bid threshold stated in Public Contract Code 20651 for other services.)

EXHIBIT D

General Conditions

1. Definition Of Terms

- a) District: Cabrillo Community College District
- b) "Contractor, Vendor or Proposer": A person, firm, or corporation to whom a contract is awarded, or may be awarded, by the College.
- c) "RFP, Bid, Request for Proposal": This entire document, including any modifications or amendments, which may be made by agreement of the College and the Contractor.
- d) "Contract": The agreement entered into by the College and the Contractor to perform the requirements of this RFP, which will be made a part of the contract as amended by agreement of the College and the Contractor.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Cabrillo Community College District.
3. Without the written consent of the District, this agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence in this agreement.
5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
6. Contractor, by signing the contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code, Section 10296).
7. The contracting parties in any contract involving an expenditure of District funds in excess of \$10,000 shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 10532).
8. The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
9. **Indemnification:** The Contractor agrees to indemnify, defend and save harmless Cabrillo Community College District, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
10. **Licenses:** It is expressly understood that the Contractor assumes sole responsibility for the observances of, and so observes and complies with, all provisions of federal, state, and local laws relating to or governing the operation of food service areas. All licenses and permits shall be obtained and paid for by the Contractor.

11. Financial Records

- a) It is expressly understood, that the Contractor shall maintain financial records in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction, and audit by the College at its request. Records, data, and

documents shall be retained for five (5) years after the end of each contract year. Profit and loss statements will be required to be sent monthly to the College's chief financial officer. The Contractor shall be required to submit an annual "proforma" financial statement for each year of the contract.

- 12. Term Of Contract:** The term of the contract shall run for a period of three (3) years commencing July 1, 2012 and ending July 30, 2015. (Subject to provisions provided in Article 19, Termination). Unless terminated by either party, 90 days before expiration, it will be automatically renewed for two (2) additional one (1) year periods.
- 13. Prices:** The cost of any products or services covered by any portion of this contract may be renegotiated provided the vendor provides 30 days written request for price changes and can prove to the satisfaction of the College that costs have changed by the percentage requested. If satisfactory negotiations cannot be consummated, there is nothing in this paragraph that will prohibit either the vendor or the College from terminating the contract.
- 14. Exclusive Franchise:** During the period of this contract, the Contractor shall not be the only authorized continuous food full-service vendor on campus. For catering services another vendor may provide food service on campus. It is mutually agreed and understood that the College will give the Contractor consideration; however, if prices, quality, and service are not competitive with other vendors, the College reserves the privilege and right to acquire other such services.
- 15. Evaluation Of Service:** The College may have a food committee to appraise and evaluate the operations of the Contractor. The college may formally survey students on such frequency as deemed necessary. Such survey may be in addition to other devices used to monitor satisfaction, such as use records, consumption charts, and consumer board. Results of surveys and other devices shall be made available to designated College and Contractor personnel.
- 16. Right of Inspection:** The College reserves the right to have designated representatives review, inspect, and evaluate the operation and condition of the food service facilities at any time with respect to the quantity and quality of food sold and served, the methods of service, the prices of a la carte selections, the hours of meal service, and generally with respect to the safety, sanitation, and maintenance at levels satisfactory to the College.
- 17. Health Regulations:** The Contractor shall comply with all state and local health and sanitation regulations relating to personnel and maintenance of the kitchens, dining rooms, storage rooms, clothing, etc. Results of all health and sanitation inspections shall be forwarded to the Contracts Manager
- 18. Termination:**
 - a) In the event of termination of the contract, the new Contractor shall, if agreeable with the incumbent Contractor, purchase at prices no greater than originally paid by the Contractor, any food inventory which is of good, merchantable and usable quality.
 - b) In the event the Contractor fails to carry out or comply with any of the terms and conditions of the established contract, the College reserves the right to demand remedy of any failure/default within ten (10) calendar days.
 - 1) In the event the Contractor fails to remedy the failure or default within the specified period, the College shall have the right to cancel and terminate the established contract. Termination by either party shall be in writing. In such case, it shall be incumbent upon the Contractor to continue operation until relieved by a subsequent food service operator chosen by the College (not to exceed ninety (90) calendar days.
 - c) In the event that the College shall fail to carry out or comply with any of the covenants or conditions of the contract or any amendments thereto, the Contractor may notify the College of such failure or default and demand that the same be remedied within ten (10) calendar days; and, in the event the College fails to remedy the same within said period, the Contractor shall thereupon have the right to cancel and terminate this agreement with a ninety (90) calendar day notice by giving its intention to do so, in writing to the Contracts Manager.
 - d) Items A through D above notwithstanding, in the event that the Contractor fails to maintain and keep in force general liability insurance and worker's compensation insurance, the College shall have the right to

cancel and terminate this agreement forthwith and without notice. (Copies of all insurance policies are to be forwarded to the Contracts Manager.)

- a) For Convenience: Either party may terminate this agreement with 90 days written notice prior to the end of the 3-year term or prior to either of the 2 additional years extensions

- 19. Parking:** Parking on campus by the Contractor's employees shall be subject to the same parking regulations as generally apply to College employees.
- 20. Delay in Performance:** The contractor shall notify the College promptly of any material delay in performance of specified services and shall specify in writing to the District's Contracts Administrator, the proposed revised performance date as soon as practicable after notice of delay. Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance shall be extended for a period equal to the time lost by reason of such delay on written approval of the District's Contracts Manager.
- 21. Liens:** The Contractor shall at all times keep the College free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work or labor performed, or materials or equipment furnished) by Contractor pursuant to the terms of this RFP. If any such lien shall at any time be filed against the College's premises, and Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the College may, but shall not be obligated to, discharge the same, and all costs and expenses (including attorney's fees) incurred by the College in discharging the lien shall be paid by the Contractor directly to the College.
- 22. Contract's use of facilities:** Contractor and its employees or agents shall have the right to use only facilities of the College that are necessary to perform services under this RFP, and shall have no right of access to any other facilities of the College. Sidewalks, entrances, passages, elevators, stairways, and corridors shall not be obstructed by Contractor or used for any purpose other than ingress/egress to and from the College's premises under the Contractor's control. Delivery of merchandise to Contractor's service area shall be at Contractor's risk and expense. Contractor shall promptly unload and store its shipments delivered to the College premises. All deliveries shall be made to the loading dock specified by the District during normal business hours.
- 23. Accidents:** Contractor agrees that in the event of an accident involving personal injury, a full written report will be furnished to the Human Resources Department. Contractor shall perform the services called for in this RFP without interfering in any way with the activities of the College's faculty, students, staff or visitors.
- 24. Loss of property:** The College shall have no responsibility for the loss, theft, mysterious disappearance, or damage to, equipment tools materials supplies, and other personal property of the Contractor or its employees, subcontractors or suppliers, which may be stored in the food service area.
- 25. Standards of care:** The Contractor agrees to perform the services specified under this RFP with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services. Contractor shall permit inspection of its operations at any time by the College to determine that standards of quality and cleanliness are being met; provided, however, that all inspections shall be made in such manner as to not interfere with the conduct of Contractor's business operations.

EXHIBIT E

District Standards for Green Products

Cabrillo Community College District has accepted the United States Environmental Protection Agency (US EPA) Standards known as the GS-73. This standard “addresses environmental impacts in a manner consistent with EPA’s guidance on environmentally preferable purchasing.” When acquiring products and cleaners, CABRILLO requires that purchasers base their procedures, selection, procurement and actual use upon these parameters.

To meet the GS-37 standard, a cleaning product:

- May not be toxic to humans in its undiluted form.
- Prohibits products from containing “any ingredients that are known, probable, or possible carcinogens or that are known to cause reproductive toxicity.”
- May not be corrosive to the skin or eyes.
- May not be a skin sensitizer.
- May not be combustible (the product’s flash point, or that of 99 percent of its ingredients by volume, must be above 150° F).
- May not, as used, contain substances that contribute significantly to the production of smog, ozone, or poor indoor air quality. The volatile organic compound (VOC) content of a product, as used, may not exceed:
 - ✓ 1 % by weight for general-purpose and bathroom cleaners.
 - ✓ 3 % by weight for glass cleaners.
- May not, as used, be toxic to aquatic life
- May not, as used, contain more than 0.5 percent by weight of total phosphorus.
- Each organic ingredient (except for antimicrobials in bathroom cleaners) must be readily biodegradable.
- May not contain alkylphenol ethoxylates; dibutyl phthalate (a persistent, bioaccumulative, and toxic chemical); heavy metals (including arsenic, cadmium, chromium, cobalt, lead, mercury, nickel, and selenium); or any ozone-depleting compounds.
- Any fragrances contained in the product must be identified on the material safety data sheet (MSDS).

The standard also discourages animal testing, and requires that:

- The product’s primary packaging must be recyclable, unless the manufacturer provides for the return and refilling of its packages.
- The product manufacturer, distributor, or a third party must offer training or training materials in the proper use of the product.
- The product label must include detailed instructions on the product’s proper use and disposal, and on the use of personal protective equipment.