

# 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](mailto:adrianaochoa@whccd.edu)

## Executive Summary

The West Hills Community College District is seeking proposals from qualified corporate food service management firms for the provision and management of one full-service cafeteria, a Starbucks kiosk, catering, concessions and convenience item vending services at West Hills College Lemoore in Lemoore, California.

West Hills College Lemoore's first classes were offered as early as 1964 in Lemoore. Today, West Hills College Lemoore offers classes to the citizens of Lemoore, Hanford and Armona areas. West Hills College Lemoore full-time equivalent students (FTES) in 2019/2020 was 3,496.

The selected vendor will provide a level of service to students, faculty, staff and visitors comparable to the finest auxiliary services operations and provide a service that is responsive to the needs of the College and its students. This mission will be accomplished by achieving customer satisfaction through a total quality management perspective.

The services will include, but not be limited to, the following:

- Cafeteria services (breakfast, lunch, early evening, food and beverage items)
- On-campus catering services
- Vending pre-packaged foods and beverages and convenience and school-related items (i.e., scantron testing forms, pencils, pens, etc.)
- Concessions at Golden Eagle Arena

The District Board of Trustees of West Hills Community College District will consider contracting with a food service provider for the food services, catering, vending and concession services pursuant to this RFP. Interested respondents must be licensed and must meet all other requirements as may be required by law. Vendor selection shall be made in accordance with state rules and District policies. The District reserves the right to add services during the contract period under the same terms and conditions of this agreement.

## Dates and Timeframes:

- |  |  |
|--|--|
| ▫ Advertisement of RFP                   | July 13, 2022, and July 20, 2022*                    |
| ▫ Non-Mandatory Tour of Facilities       | August 1, 2022, 1:00 p.m.**                          |
| ▫ Deadline of Submission of Proposals    | <b><u>Monday, August 15, 2022, 2:00 p.m. PDT</u></b> |
| ▫ Board Approval of Contract (Tentative) | Tuesday, September 27, 2022                          |

\* *Newspaper of general circulation*

\*\* *Please contact Dawne Troth, [dawnetroth@whccd.edu](mailto:dawnetroth@whccd.edu) or 559-925-3221 to make reservation for non-mandatory tour of facilities.*

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## I. Request for Proposal Instructions and Requirements

All prospective Bidders interested in submitting a response to this Request for Proposal (RFP).

### General

Bidders must comply with the provisions of these instructions for completion and submission of the Proposal. The failure of a Bidder to comply with the Request for Proposal Instructions and Requirements may result in rejection of the Bidder's Proposal for non-responsiveness.

#### 1. Responsible Bidder Proposal

Only Proposals submitted by Bidders with the relevant experience, qualifications and capacity to meet the needs of the District will be accepted. A "responsible Bidder" is a Bidder which has the financial resources, personnel, integrity, and overall capacity to consummate the contract successfully. A "responsible Proposal" is a Proposal which meets all terms, conditions and specifications of the Request for Proposal.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the Proposal or in the Request for Proposal process. The District reserves the right to proceed or not to proceed with this RFP, based solely on the determination of the District to terminate the selection process at any time.

#### 2. Preparation of Proposal

- a. Submission of Executed Copy: Bidders interested in this opportunity must submit two (2) hard copies of the Bidder's Proposal in typewritten or equivalent format, answering the questions and completing the form(s) that are furnished. Mistakes may be crossed out and corrections entered adjacent thereto, and such corrections must be initialed in ink by the person signing the Proposal. Please hand deliver the proposal document in sealed envelope with the RFP Name "**Food, Beverage and Vending Service Operations-RFP**" on the outside of the envelope to:

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

The Proposal must be received on or before **2:00 p.m. PDT on Monday, August 15, 2022**. Failure to meet the deadline will result in disqualification of the proposal without review.

Proposal Contents: Proposal must include the following items, all of which must be submitted concurrently and executed as required by these Request for Proposal Instructions. Proposal cover letter on Bidder letterhead

- Appendix A: Bidder signatory page
- Appendix B: Non-collusion affidavit
- Appendix C: Contract

- Responses to address all areas as described in Scope and Requirements
- b. Questions: Any questions regarding the information contained in this Request for Proposal must be submitted in writing via email to [adrianaochoa@whccd.edu](mailto:adrianaochoa@whccd.edu) no later **2:00 p.m. PDT on Tuesday, August 9, 2022**. Bidders may request clarifications or make other inquiries concerning this Request for Proposal or the requirements hereof. In your correspondence, please include: the Name of the Bidder, Street Address or P.O. Box Number, City, State, Zip Code, and Bidder's email and phone number contact information. Please note in the email "subject line" "RE: RFP: WHCL Food Service Operations". Communications with any representatives of the District about this RFP by your firm or your firm's representatives concerning this RFP is not permitted during the term of the submission and evaluation process, except as specified herein. Communications regarding this RFP in any manner (except as set forth above) will result in the immediate rejection of your firm's Proposal.
  - c. Tour: There will be a non-mandatory tour of the Facilities Monday, August 1, 2022.
  - d. The tour will begin 1:00 p.m. PDT. All vendors are strongly encouraged to attend the tour. If attending please confirm by contacting Dawne Troth, [dawnetroth@whccd.edu](mailto:dawnetroth@whccd.edu) or 559-925-3221.
  - e. Copies of this Request for Proposal: Can be obtained on the District's Purchasing Website at: <https://westhillscollege.com/district/departments/business-services/purchasing/>
  - f. Modifications to Submitted Proposal: A Bidder submitting a Proposal may modify its submitted Proposal in writing, to be received by the District at or prior to the deadline for submission of proposals. Modifications to the submitted Proposal that are not in writing may not be accepted and may not be deemed modifications to the submitted Proposal.
3. Signature  
A legally authorized employee of the Bidder must sign the Proposal. Please refer to the "Bidder Information and Signatory Page" form (Appendix A). An unsigned proposal may be rejected for non-responsiveness.
  4. Non-Collusion Affidavit  
Each Bidder shall submit with its response a duly completed and executed form of the Non-Collusion Affidavit. The required form of the Non-Collusion Affidavit is included as Appendix B of this RFP. The failure of a Bidder to submit the completed and executed form of Non-Collusion Affidavit with its Proposal may result in rejection of the proposal for non-responsiveness.
  5. Evidence of Responsibility  
Upon the request of the District, a Bidder whose Proposal is under consideration may be asked to submit to the District satisfactory evidence

showing the Bidder's financial resources available for the performance of the contract. The failure of such a Bidder to submit requested materials in a timely manner will result in rejection of the Bidder's Proposal for non-responsiveness. The request will be issued by the District in writing via email to the Bidder's point of contact as defined in Appendix A of this RFP. The Bidder will have 10 calendar days to respond to the District's request.

6. District Modifications to Proposals

The District reserves the right to modify this Request for Proposal or any portion hereof by written addendum. All addendums issued by the District pursuant to the foregoing shall be deemed incorporated into the Proposals. Addendums will be posted to the purchasing webpage at: <https://westhillscollge.com/district/departments/business-services/purchasing/>

7. Evaluation of Proposals and Award

The District will award the contract to the responsive and responsible Bidder whose Proposal is most advantageous to the District. The District reserves the right to negotiate with and/or request best and final offers from selected bidder(s), as the District may deem appropriate in its sole and absolute discretion.

The issuance of this Request for Proposal creates no obligation on the part of the District, and the District reserves the right to reject any or all Proposals, or to waive any irregularity or informality in a Proposal or in the Proposal process. Award of the Request for Proposal by the Board will be based upon a comprehensive review and analysis of the Proposal(s) as to which best meets the needs of the District. The District will be the sole judge of the suitability of the Proposal, and the Bidder shall abide by its decision.

8. Terms and Conditions

The District's intention is to award a two-year term, with the option to renew for an additional two-year term, providing that service and quality remains excellent. The District has no obligation to renew the contract. By submission of a proposal, the Vendor agrees to abide by the terms and conditions of the proposal and contract documents. The District and/or Vendor reserves the right to cancel the contract resulting from this agreement with one-hundred and eighty (180) days of written notification.

9. Conflict of Interest

No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No Bidder or member of Bidder's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, or supervises Bidder's operation or authorizes funding to Bidder.

10. Public Record

Government Code Sections 6250 ET. seq., the Public Records Act defines a public record as any writing containing information relating to the conduct of the public's business. This applies to Proposals submitted pursuant to this

Request for Proposal. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements. The District cannot represent or guarantee that any information submitted in response to the Request for Proposals will be confidential. If the District receives a request for any document submitted in response to this Request for Proposals, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. Rather, the District will notify the party whose Proposal is being sought. In the event that a party who has submitted a Proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

11. Request for Proposal Preparation Expenses

The District will not be responsible for any expenses in the preparation and/or presentation of the Proposals or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

12. Request for Proposal Submittal

The responding firm assumes the sole responsibility for the complete effort required in this Request for Proposal. No special consideration shall be given after the Proposals are opened due to a firm's failure to be knowledgeable about all requirements of this Request for Proposal. By submitting a Proposal in response to this Request for Proposal, the firm represents that it has satisfied itself, from its own investigation, as to all of the requirements of this Request for Proposal.

The District reserves the right to request additional information or clarification if necessary, or to reject any and all Proposals with or without cause and waive any irregularities or informalities in the Proposals submitted. The District further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the District reserves the right to re-solicit Proposals. The District reserves the right, in its sole and absolute discretion, to negotiate with responding firms as determined by the District to be in the best interests of the District.

Documents and information submitted in response to this Request for Proposal shall become property of the District and generally shall be available as required by applicable law.

**II. Current Food Service Operations**

West Hills College Lemoore is a vibrant and exciting two-year community college offering Associate degree programs, vocational certificate programs and university transfer programs, serving the residents of Lemoore, Hanford, Armona and its surrounding communities.

West Hills College Lemoore is home to the following facilities for which the selected vendor will be responsible for providing, managing and providing food services:

- Golden Eagle Arena Snack Bar-493 assignable square foot snack bar/386 assignable square feet of storage.
- Contemporary Student Union eatery seating area with approximately 175 seats.
- State of the art Kitchen, measuring 3,736 assignable square feet, with food court, Starbucks area, dishwashing area, office, dry storage, restroom, cooking area, two walk-in freezers, custodial closet, and an exterior delivery dock. The seating area connected to the Cafeteria seats approximately 175 and measures approximately 5,209 assignable square feet.

The District currently has a contract with PEPSI® for beverage vending services but will soon be advertising for an exclusive contract. The selected vendor must be prepared to adapt to the selected vendor should the beverage vendor change.

As the data illustrates below, the District offers an outstanding opportunity for an existing food service or established hospitality firm to expand its marketplace. Sales are rebounding after the recent pandemic and District leadership is strong and innovative. Specific sales figures are listed below.

1. Historical Annual Cafe Sales  
Annual Sales

2016-17	\$ 12,408.25
2017-18	\$ 24,333.48
2018-19	\$ 23,121.34
2019-20	\$ 20,670.44

\*Note: sales are from July 1 through June 31.

2. Enrollment

The academic and vocational programs offered by the college are designed to meet the educational needs of the community through courses offered at convenient times on the college campus. The annual term student count beginning fall 2018 through spring 2021 follows:

Academic Year	Students	Full Time Equivalent Staff
2018-19	7,080	185
2019-20	6,831	192
2020-21	6,434	178

**III. Scope and Requirements**

1. Food Services Program

It is the District's desire to contract with a qualified vendor who is capable of successfully providing food and beverage, concession, and catering services, and providing Starbucks kiosk services and convenience item vending services, at the Lemoore Campus. These services include management of the cafeteria at the Lemoore campus as well as catering and concession services (non-exclusive). The vendor will be responsible for providing all labor, including management;



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 College's 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. Participate in the college's webpage to advertise catering menus, daily specials 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. The manager shall be "on call" and shall be responsible for operations of the Vendor under the Contract. The Vendor must provide contact information for local, management who will be "on call" at all times to address 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 acceptable to the District will be assigned for duty. The Vendor will require their employees to comply with instructions pertaining to conduct and building rules and regulations. The Vendor shall provide its employees with proper instruction and training in customer relations and functional job-related skills. The Vendor agrees to employ, train and promote as much student labor as practical in its operations, provided that the Vendor shall determine, in its sole discretion, the amount of such student labor that it may practically train and employ. The Vendor shall be responsible for providing food handler certificates and/or other licensing/certifications as required by law and shall make such records available for review upon the District's request.

The Vendor shall require that all food service personnel wear clean, distinctive uniforms, and shall follow general food service industry established hygiene practices in food handling. The Vendor shall be responsible for the supervision, direction and annual safety training for his/her employees in Food Handling Safety,

Right to Know, Blood-borne Pathogens, and Hazardous Waste training. All equipment used by the Vendor shall be always maintained in safe operating condition, free from defects or wear, which may not in any way constitute a hazard to any person or persons on college property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on college property.

The Vendor shall immediately honor any request by the District for removal of any of the Vendor's employees who are deemed unsuitable by the District for any reason.

3. Access to Facilities

The District shall entrust the Vendor with duplicate keys to the food service areas. The Vendor shall have control of the entrances and exits of the cafeteria/kitchen and will assure that the same are locked and unlocked at such times as will accommodate all uses of the food service location and otherwise maintain the locations' security. Should campus officials need to unlock any access to the food service location, re-securing same area will become their responsibility. The District will have the right to enter the location and all parts thereof at all times. If the College decides to change any of the locks on any of the doors in or about the food service location, it shall provide duplicate keys for such new locks to the Vendor. The Vendor shall not change the locks on any doors. If the Vendor loses any of the keys that are entrusted to it, the Vendor is responsible for the cost of changing any and all locks or similar devices.

4. Marketing

The Vendor shall not use the name of the District or colleges in any way, including on paper cups, paper plates, napkins, matches, vehicles or condiments unless approved in writing by the District. All design, advertising and lettering of textile or paper goods shall be subject to approval by the District.

The College agrees to use available information networks to promote menu offerings. The vendor may submit monthly/weekly menus and special events for distribution to students, faculty and staff via college information networks. The Vendor will restock advertised menu items regularly.

5. Rules and Regulations

The Vendor agrees to comply with any and all rules and regulations of the District, now or hereafter promulgated, regarding food or catering services. The District reserves the right to make and enforce such reasonable rules and regulations as in its judgment may be necessary or advisable from time to time to promote safety, care and cleanliness in the food service areas.

6. In-Kind Contributions

Vendor is to include in proposal any proposed in-kind contributions in the form of complimentary hosting of college gatherings, such as awards banquets or student receptions. The exact number of in-kind contributions is negotiable but should be part of the Vendor's proposals and is considered to be an indication of the Vendor's commitment to the mission of the college.

7. Food and Beverage Service

College students and staff require quality food at reasonable prices. The students desire food that is “quick and eat” and in the “grab-n-go” category. They may purchase a pre-made wrapped sandwich, a stir-fry, sushi, burritos, noodle soups or burgers with fries. In addition, staff and the students desire diverse, healthy and fresh food offerings. The college expects that a diverse and changing menu will be provided with seasonal updates and attention to special holidays. Proposals should include a plan to address the food needs of students as the number one customer but should also include ideas on how to satisfy the faculty and staff of the colleges. All serving stations and bars are to be well stocked throughout the entire posted serving times, such that the last customer is offered the same range of food selections as the first. Serving lines are to be well-staffed with adequate personnel. A sufficient quantity of menu items should be available throughout the entire serving period. Proposals should include both vegan and vegetarian options.

All food shall be garnished for attractive presentation. Food items at service stations and salad bars shall be readily identifiable with attractive and individual labels. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Vendor shall adhere to the general food service industry guidelines.

Food shall be prepared and cooked the day it is to be served and as close to the meal period as times permits. Leftover foods will be kept to a minimum, properly stored (dated, refrigerated and served within 24 hours, or frozen). Non-frozen leftover food shall only appear as an extra item and should be disposed of after the 24-hour period. Frozen leftovers such as beef, poultry, and pork items should only appear on the menu as reworked items.

West Hills College Lemoore expects the Vendor to provide the very finest catering program to both the college and local community. The catering rights will be granted on a non-exclusive basis, and the Vendor’s proposed program must earn business by providing the best quality, prices and service.

8. Concessions

West Hills College Lemoore, home to Golden Eagle Arena with a seating capacity of 2,400, hosts home games and matches for Men’s and Women’s Basketball Games, Women’s Volleyball and Wrestling. The facility is also utilized for large events like commencement and is open to the public for rent. Golden Eagle Arena provides a 493 assignable square foot Snack Bar, and 386 assignable square feet of storage. The Vendor will be responsible for management and food and beverage service for the concessions at West Hills College Lemoore.

9. Catering

Catering is seen as an opportunity for West Hills College Lemoore to put its best foot forward to the community. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to luncheons, formal receptions and dinners.

Vendor must demonstrate the knowledge, experience, and capability necessary to meet the College’s full range of catering needs. West Hills College Lemoore will expect its food services partner to provide high quality catering services for a

variety of College and outside events. Services should include event planning and coordination as well as competitive pricing. In addition, the Vendor will be required to market the facility, along with the College, to encourage outside parties to use facilities for conferences, parties, meetings, dances and other such events. The Vendor must provide a full formal catering menu and a description of how to manage functions from initial inquiry through execution to completion. A commission structure for these types of events is identified and shown in Contract, Appendix C.

There are distinctly different levels of service to be provided to the College. The Vendor will provide a basic catering guide with available items and prices. All prices will include all costs associated with a given service. Catering guides shall include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, chinaware service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out. The Catering Guide shall also include a statement that the Vendor will work with customers to create custom menu choices. Any request for change in catering brochure pricing structure by the Vendor must be submitted in writing to College representative and will be subject to prior approval.

The Vendor shall conduct the catering services operation in a safe, efficient and sanitary manner. The Vendor shall comply with any and all applicable laws, ordinances, rules and regulations affecting the operation of the food service.

The college, as represented by official college student clubs and college activities, reserves the right to hold food sale fundraisers.

#### 10. Vending Services

The Vendor shall provide pre-packaged foods, beverages and school-related items.

- Pre-packaged items may consist of products such as chips, candy, cookies, mints, energy drinks, bottled water (must adhere to current District beverage service provider).
- Convenience items may consist of items such as scantrons, pens, pencils, and sundries.

#### 11. Cleanliness

The Vendor shall be responsible for cleanliness of the kitchen, including facilities and fixed equipment, preparation and serving areas. Sanitation grades less than 100% will be unacceptable, and negligence in sanitation will result in contract default on the Vendor's behalf. Appropriate College staff shall be assigned the task of examining sanitation reports and performing spot checks on the Vendor.

The Vendor shall be responsible for the cleanliness of the concession stand and storage area in Golden Eagle Arena as a result of Vendor's use.

#### 12. Health Regulations

The Vendor is required to maintain all appropriate health regulations and exceed the average of inspection reports. Further, the Vendor will keep the kitchen, food court and the Starbucks coffee area orderly and spotless. This is the sole responsibility of the Vendor and is not a service provided by our District. The

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 functionality. It is the Vendor's responsibility to maintain the 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's Food Services Manager 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 specific program of inquiry through campus "how did we do?" comment cards to determine the level of satisfaction of the college 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 semesters, summer session, as well as periods in between. The college has an open campus and the community is welcome to utilize the cafeteria, Starbucks, and caterings services.

### 15. Operational Costs to Vendor

- a. Food products and kitchen supplies.
- b. Kitchen/Food Preparation/Food and Beverage/Utensils.
- c. Taxes, insurance, and labor, including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance.
- d. All linens, towels, and laundry service, and disposable supplies including biodegradable paper plates and plastic products including cups and utensils.
- e. Uniforms.
- f. Routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services.
- g. Chinaware, glassware, silverware.
- h. Telephone expenses and office supplies.
- i. Garbage and trash removal requirements

#### 16. Accounting

The Vendor shall be responsible for collection, retention and accounting of all monies from sales in the food service operation. The Vendor 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 at its request.

The Vendor shall maintain separate records and shall remit to the District monthly payments or commissions by the fifteenth (15th) of the month following the close of each month.

The District expects the Vendor to use a mobile ordering and pay option and a networked cashiering point-of-sale system. Vendor must accept credit and debit cards. Vendor shall provide itemized receipts to customers upon request. Vendor must allow College to purchase catering and meal cards via purchase orders. The District expects access to reports that show peak and slow hours and all sales data.

The accounting period for the operation of food services shall be a fiscal year July 1-June 30, and all accounting records and statements will be based upon that period. The Vendor shall supply the District with a Profit and Loss Statement, and copies of audited annual financial statements.

**Late Fee:** If payment is not received within 45 days of due date, there will be a late fee of 10%. For continued failure to pay commission on due date, may result in termination of contract.

#### IV. District and College Responsibilities

1. The District and college shall provide, as mutually agreed, the space and facilities reasonably required by the Vendor for the efficient operation of its food services, all of which shall be and remain the sole property of the District and the College. The District and the College shall provide all necessary keys to ensure the Vendor's supervisory personnel have adequate access to the food service and preparation areas.
2. The College President has final responsibility for administration of the contract and resolution of any disputes. The Vendor and on-site management staff will report directly to the College President.
3. 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, and sanitation and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to the District and College. The College shall have input on the menu cycle and selection, both for the food service menu and the catering menu. The College reserves the right to approve any changes in menu or schedule other than those mentioned in this contract.

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 control procedures, and financial reporting practices of the Vendor.
7. The District and College is responsible to ensure that all required food service equipment is operational at start-up and throughout the term of the contract in cooperation with the Vendor.
8. The District and College reserves the right to have separate contracts with providers outside of the scope of this agreement.
9. The College agrees to use available information networks to promote menu offerings. The Vendor may submit monthly/weekly menus and special events for distribution to students, faculty, and staff via college information networks. The Vendor will restock advertised menu items regularly.

**V. RFP Scoring**

Proposals will be evaluated according to criteria related to college needs and the willingness of Vendors to partner with the college. The quality and variety of the menu, student/staff satisfaction measurement methods, the company's management, staffing, financial stability, and financial terms will be considered.

The District will expect proposals to include responses to questions regarding the quality, nutritional value, comprehensiveness, variety, ethnicity and cost of menu items proposed, method of delivery and hours of operation, proposed staffing plans and commitment of on-site management and the credentials of unit management personnel, including the Vendor's culinary education.

The District expects the Vendor to provide comprehensive financial information, a proposed commission schedule and financial contribution offered to cover cost of pro-rated utilities (electricity, gas, and water) for operation of food services.

The District expects the Vendor to provide a proposed method of self-evaluation to ensure the food services program continues to meet the changing needs of the college community and a projected schedule for implementation of services by the beginning of the fall semester, 2022.

The District will consider responses of former and current clients in terms of expectations, delivery of services, quality of food services and staff, compliance with state and local health regulations, adherence to schedule, ability of Vendor's management to converse verbally and in writing with people of diverse cultures, and general overall satisfaction with Vendor performance.

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 District's evaluation process.

1. Company Information - 8 points (1 point each)
  - a. Provide a letter of intent summarizing in a brief and concise manner, the Vendor's understanding of the scope of work. The letter must be signed by an official authorized to make such commitments and enter into a contract with West Hills Community College District. The letter must include the officer's title 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 presentations, and recommendation of award. Include contact person's phone 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 State verifying Vendor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of California.
  - d. Provide a listing of office locations where national and/or regional personnel are located.
  - e. Provide a brief history of company, including number of years in business.
  - f. Provide a description of the standard services offered by the company.
  - g. Provide a listing of professional organizations of which the Vendor is a member.
  - h. Provide information regarding the subcontracting of any services.
2. Qualifications and Experience - 12 points (3 points each)
  - a. Provide a brief statement of qualifications that includes the company's size, geographic location in relation to the project, and the office that will support the contract for this project.
  - b. Include information regarding previous or current contracting experience with any community colleges or other public/education agencies in California.
  - c. Provide a list of all accounts cancelled or not renewed in the last five (5) years. Include contact names and telephone numbers, length of service at each account, and reason for cancellation/termination.
  - d. Vendor must furnish a representative client listing of up to five (5) current clients that the District may contact (include the name, phone number and email address of the current primary contract representative and the date the account was acquired). The District prefers that the client references be similar to West Hills Community College District's student population and be located in the California Central Valley Area.
3. Food Service Program - 9 points (3 points each)
  - a. Provide outline plan to provide everyday food service for students, staff faculty and guests in the cafeteria. Include proposed cafeteria menu with portion and pricing information.
  - b. Describe any national, regional, and/or proprietary concepts proposed for to food services for educational institutions.



- c. Describe any special promotions, advertising, merchandising, special services, menu enhancements, marketing plan and other features proposed for the cafeteria.
4. Catering Services - 9 points (3 points each)
  - a. Submit an assessment and specific catering plan proposal including:
    - Catering guide to include at least three levels of menu pricing to reflect the differences in services ranging from (1) table linen with decorations, chinaware service, glassware, and silverware, (2) paper and disposables, and (3) pick-up/carry-out.
    - Staffing levels per customer for seated service lunch and dinner functions as well as for receptions and buffet service.
  - b. Provide a detailed marketing plan to be implemented which will support the attainment and retention of catering customers. Describe how a successful non-exclusive catering program will be built and maintained. The program must earn business by providing the best quality, prices and service.
  - c. Describe Vendor experience with catering. Include overview of experience working with student clubs and organizations regarding catering and food service
5. Creative Ideas - 5 points  
Submit any creative ideas specific to West Hills College Lemoore, or which are used in comparable situations to enhance food service participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.
6. Staffing and Supervision - 10 points (2 points each)
  - a. Indicate the number of personnel proposed to staff the college location. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes for those in management positions. Provide position descriptions for those not in management positions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing
  - b. Contract Manager/Site Supervisor: list experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.
  - c. Include statements regarding employment policies to include, but not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting. The successful Respondent will verify that personnel assigned to the College are citizens of the United States of America or individuals who have been lawfully permitted to work in the United States of America as evidenced by documentation from the Immigration and Naturalization Services.
  - d. Submit staffing schedules for one complete week both during the academic year and summer/holiday/break periods. Schedules must include position titles.
  - e. Identify the location of your home office and the specific office that will have direct responsibility for the West Hills Community College District's foodservice program.

7. Quality Assurance/Sanitation/Safety - 10 points (2 points each)
  - a. Submit a plan to provide quality assurance with respect to all aspects of the campus food program. The plan should include:
    - Corporate, regional and local area visitation schedule by job title
    - Length of visit and who will be called upon
    - Follow-up procedures for customer complaints
    - A plan for ongoing as well as periodic customer service monitoring
    - Forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and related tasks
    - Provisions to provide pro-active attention to customer needs
  - b. Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility.
  - c. Outline sanitation and safety self-inspection procedures for food service operations at West Hills College Lemoore. Provide a sample copy of any checklist used during inspection.
  - d. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling), and secure foodservice environment.
  - e. Provide a brief description of your company's overall policy/philosophy regarding Environmental Sustainability. Describe the company's environmental sustainability program and how it would be incorporate at the College campus.
  
8. Licenses, Insurance, and Litigation - 4 points (1 point each)
  - a. The prospective company must provide documentation of insurances required as well as all licenses required by the State of California to perform the duties required by the services to be provided.
  - b. The prospective company must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification.
  - c. Indicate whether your firm has filed for bankruptcy within seven (7) years.
  - d. Disclose the number and type of instances, by account for the past two years, in which accounts under the supervision of the proposed District Manager and/or Food Service Director/Manager received unsatisfactory ratings from the regulating health department.
  
9. Financial Capability - 2 points (1 point each)
  - a. Include the Balance Sheet, Income Statement, and Cash Flow Statement from the prior two (2) fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation. Complete audited financial statements are preferred.
  - b. Include a list of comparable type and size community college accounts in California along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.

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 programs. "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 West Hills College Lemoore operation.

**Appendix A**

**COMPANY INFORMATION AND SIGNATORY PAGE**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Type of Firm: Corporation: \_\_\_ Proprietorship: \_\_\_ Partnership: \_\_\_ Joint Venture: \_\_\_

Other (please describe): \_\_\_\_\_

Business License Number: \_\_\_\_\_

Number of years in business under firm name: \_\_\_\_\_

Full names of firm's owners (> 10% ownership), officers and managing employees:

\_\_\_\_\_

Has the firm changed its name within the past 3 years? YES  NO

If yes, provide former name(s):

\_\_\_\_\_

Have there been any recent (within the last three years) changes in control/ownership of the firm? YES  NO

If yes, explain: \_\_\_\_\_

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES  NO

If yes, please explain: \_\_\_\_\_

Name and title of person completing responsible for submission of this Proposal and the responses to this questionnaire:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Appendix B**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_ Of \_\_\_\_\_, the party submitting the foregoing  
(Title) (Vendor's Name)

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

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor or anyone else to put in sham RFP, or to refrain from submitting this Proposal.
4. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price, or that of any other Vendor, or to fix any overhead, profit or cost element of the Proposal price or that of any other Vendor, 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 Proposal and related documents are true.
6. The Vendor has not, directly or indirectly, submitted the Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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: \_\_\_\_\_

Date: \_\_\_\_\_

## 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 the mutual promises and covenants contained in this document, the District and Vendor agree as follows:

#### Article I – Scope and Responsibilities

##### 1.1 Purpose

This Agreement sets forth the terms and conditions under which the District retains the Vendor to manage and operate the District's food and beverage, Starbucks, concession and catering operations solely for the use of students, staff, invited guests and other persons designated by the District.

##### 1.2 Scope

Vendor shall provide its services and expertise to the District for the total operation of the institution's food services programs (excluding vending) at the West Hills College Lemoore Campus. Accordingly, the Vendor shall purchase, prepare and serve food or food products, and beverages in the West Hills College Lemoore Cafeteria. Food shall be prepared in accordance with standard menu and nutritional requirements as directed by the District and in compliance with all provisions of law relating to health and cleanliness standards. The College reserves to itself the right and responsibility to review menus as to nutritional value and appropriateness. Sufficient quantities of menus shall be printed to allow posting at locations directed by the President of West Hills College Lemoore. The Vendor shall be responsive in its formulation of menus to such special dietary and ethnic food requirements as the District may designate; special holiday and theme menus shall be served at appropriate times of the school year or as designated by the District.

NOTE: WEST HILLS COMMUNITY COLLEGE DISTRICT IS AN EXCLUSIVE PEPSI® CAMPUS. AT THE PUBLICATION OF THIS RFP, THE DISTRICT IS IN THE PROCESS OF PREPARING TO ADVERTISE FOR AN RFP FOR EXCLUSIVE BEVERAGE SERVICES. THE VENDOR MUST BE PREPARED TO ACCOMMODATE THE CURRENT BEVERAGE PROVIDER, WHICH MAY CHANGE BEFORE OR DURING THE CONTRACT PERIOD.

### 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 consider each renewal on a **year-to-year** basis. Termination of the Agreement during the initial term or any renewal term shall be as otherwise provided in this Agreement.

2.1.2 Fiscal terms and arrangements are covered in Article III of the Agreement.

### 2.2 Termination for Convenience

The District and Vendor shall at all times have the option of terminating the contractual agreement by the giving of one-hundred and eighty (180) days written notice of intent to terminate.

2.3 Termination for Cause: Either party may terminate this Agreement immediately for cause. Cause shall include, without limitation, a material violation of this Agreement by either party or if a party becomes insolvent or if Vendor fails to pay commission in a timely manner.

## Article III – Fiscal

3.1 For the purpose of this agreement net revenue is defined as Vendor's gross annual sales from cafeteria, Starbucks, catering, concession, and other sales and services, excluding sales tax. During each year of this Agreement the Vendor shall pay monthly to the District an amount equaling:

### 3.1.1 Cafeteria/Concession/Catering

- FOUR PERCENT (4.0%) of that portion of the gross sales for monthly gross sales below \$25,000.
- FIVE PERCENT (5.0%) of that portion of the gross sales for monthly gross sales between \$25,001 and \$40,000.
- SIX PERCENT (6%) of that portion of the gross sales for monthly gross sales over \$40,001.

3.1.2 Starbucks

- FIVE PERCENT (5.0%) of that portion of the gross sales for monthly gross sales

3.1.3 Payments

All payments to the District shall be in U.S. dollars. This specific clause shall be subject to re-negotiation at the end of each fiscal year during the term of the Agreement. The Vendor shall provide monthly financial statements to the District's Vice Chancellor of Business and Fiscal Services for review and audit, and in such a format as to allow for verification of sales in the areas called out above.

3.1.4 The Vendor agrees to fund annually the following District functions:

1. Two (2) Student Scholarship Awards in the amount of One Thousand DOLLARS (\$1,000.00) each per year, to provide financial assistance to qualified and deserving students. Scholarship payments will be made to the District no later than the 15<sup>th</sup> day of July for the preceding year.
2. In-Kind Catering in the amount of One thousand DOLLARS (\$1,000.00) per year to the District Office.
3. In-Kind Catering in the amount of Two thousand DOLLARS (\$1,000.00) per year to the President's Office.

All payments due shall be paid by check made payable to "District" and delivered to:

West Hills Community College District  
Attn: Business Services  
275 Phelps Avenue  
Coalinga, CA 93210

3.2 To promote relations and the spirit of collegiality with students on campus the Vendor agrees to participate in two college-wide events during the year (e.g., Homecoming and the student body Spring Fling). The events will be agreed upon between the President's Office and the Vendor.

3.2.1 Student groups will be allowed to host fundraising events through the sale of food and beverages. Hosting student group must obtain all required health permit and follow all codes, laws and regulations.

3.3 Purchasing Practices: In order to assure that prices for the student and staff populations of the District remain as low as industry standards permit, the Vendor shall make every attempt to purchase all foods, supplies and/or equipment as competitively as possible without sacrificing quality. No District involvement in the purchasing process is contemplated; the District, however, reserves to itself the right to inspect lists for price comparison purposes.

3.4 Prior to the expiration or termination of the Agreement, the Vendor will, with the cooperation of District staff, conduct an inventory of foodstuffs on hand. Goods thus acquired will be reimbursed to the Vendor by the District at the market value at that time, less any discounts, rebates or other applicable credits received by the Vendor on those Goods. Additionally, an inventory of capital equipment will be conducted at the time of such termination, shortages, if any, of District-owned equipment at that time will be negotiated for reimbursement at the depreciated value of the equipment at that time.



## **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 satisfactorily conduct or adequately manage such event.

## **Article V – Equipment and Facilities**

5.1 The District shall provide the Vendor, with facilities for food, beverage, and concession services, including adequate dry, refrigerated and freezer storage areas, and sanitary toilet facilities for employees. Office space for the Vendor's Service Manager will be provided within the Cafeteria area. Except as may be specified in writing by the Vendor prior to the effective date of this Agreement, the facilities and equipment provide by the District shall be deemed to be complete, operable and adequate for effective performance under this Agreement.

5.2 The Vendor may provide and install, at no expense to the District, additional equipment after first receiving written approval of the College's Director of Maintenance and Operations. Equipment so provided by the Vendor shall remain the property of the Vendor, regardless of whether said property is attached or affixed to the real property owned by the District. The Vendor shall have the right to remove, or upon the District's request, sell to the institution at fair market value such equipment within thirty (30) days after expiration or termination of this Agreement subject to other provisions of the Agreement. If Vendor removes any property attached or affixed to the District's real property, Vendor shall ensure the District's property is restored and returned to the District in its original condition prior to the commencement of any and all agreements with Vendor with no damage thereto, reasonable wear and tear accepted.

5.3 The District shall have the right to install any needed equipment or to make alterations to the facilities in a manner compatible with existing facilities. The District and Vendor shall each be responsible for compliance with all federal, state and local health and safety regulations for facilities and space over which that party has operating control.

5.4 The Vendor may perform emergency maintenance and repairs on the equipment provided by the District. The District shall reimburse the Vendor for such costs if the District would otherwise have had the responsibility for such repairs; the District will not reimburse the Vendor if such maintenance and repairs are needed due to the Vendor's negligence, willful misconduct, or misuse of the equipment.

5.5 In the event of termination or expiration of the Agreement, the Vendor, shall allow its successor (or the District designee) reasonable access to the premises during the thirty (30) days immediately preceding the expiration date of the Agreement.

5.6 The Vendor shall, as a direct cost of operation, maintain standards of housekeeping and sanitation in areas under its responsibility to the satisfaction of the District and governmental authorities, including the requirements of the CAL/OSHA, Education Code section 88004.5, subdivision (c), and local health authorities. Cleaning and sanitation of the Student Center food preparation, food court and Starbucks areas are the responsibility of the Vendor; custodial services provided by the District do not include these areas. Cleaning and sanitation of the Golden

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 applicable. The District will be responsible for bussing and cleaning tables in the Student Center dining hall.

5.9 Access: the District shall have full access at all times to the Student Center food service and preparation areas, office space for the Vendor's Service Manager, and equipment with or without prior notice. The District shall have full access at all times to the Golden Eagle Arena concession food service and preparation areas and storage facilities connected to the concession area.

## **Article VI – Operational Costs/Responsibilities**

6.1 The Vendor shall assume the cost and expense of the food service operation in the following areas:

6.1.1 Foodstuffs

6.1.2 Supplies, including cleaning supplies

6.1.3 Labor- Including all personnel directly involved with food service operation

6.1.4 Uniforms

6.1.5 Table linen

6.1.6 Telephone charges

6.1.7 Printing and stationery supplies

6.1.8 Flowers, candles and other decorative items

6.1.9 Appropriate functioning point of sale system with proper sales reporting ability

6.1.10 Bookkeeping and payroll preparation for the Vendor staff

6.1.11 General supervision

6.1.12 Required licenses, permits, and liability insurance

The Vendor is responsible for the following specifics regarding cleanliness and maintenance:

6.2.1 Daily cleaning and housekeeping of the food service, preparation, and service areas in Vendor's care and control, and washing of all trays, dishes, glassware, and utensils in accordance with accepted industry and local health standards. The deep cleaning of the Student Center food preparation and presentation areas and kitchen equipment will be performed, at a minimum, once

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 Article 6.3 are expanded to include the following:

6.4.1 Removal of garbage and trash from the area designated by the Director of Maintenance and Operations.

6.4.2 Mopping scrubbing, and buffing of floors, and cleaning windows and walls, commonly referred to as "heavy cleaning".

6.4.3 Heavy maintenance, including cleaning of all duct work when necessary.

6.4.4 Placement of light bulbs and periodic cleaning of light fixtures.

6.4.5 Pest control, to include extermination services as requested by the Vendor's Manager.

## **Article VII – Personnel**

7.4 Non-Discrimination: Neither party to this Agreement shall discriminate because of national origin, handicap, or race, color, religion, sex, age, status as a Vietnam veteran, as defined by applicable governmental statute, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel. This

fundamental rule of conduct shall be clearly communicated to all employees, prospective employees and the community at large.

7.5 Employee Training: The Vendor shall conduct, as part of its management responsibility, regularly scheduled in-service training for regular employees.

7.6 Health and Security Examinations: The Vendor shall arrange for all employees on duty at the operation to have periodic health examinations, as frequent and stringent as required by law, and will submit acceptable evidence of compliance with all health regulations to the District upon request.

7.7 Student Personnel: The Vendor shall make available work opportunities for District students while assuring that such employment shall not deprive regular employees of work time.

7.9 Solicitation; Hiring: During the term of this Agreement and for a period of two years following its termination, neither District nor its successors or assigns, shall employ, or seek to employ, any supervisory or management person employed by Vendor who participated in providing the food services under this Agreement. Vendor represents that its management employees have acquired special knowledge, skills and contacts as a result of being employed with and trained by Vendor. If District hires, makes any agreement with, or permits employment of, any such employee, within the restricted period of time, and without the written consent of Vendor, District agrees that Vendor shall suffer damages and District shall pay Vendor a liquidated sum equal to two and one half times the annual compensation for each such person hired. This paragraph 7.9 shall survive the termination of the agreement.

## **Article VIII – Terms and Conditions**

8.1 Insurance: the Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the District and the Vendor, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars Aggregate (\$2,000,000) including but not limited to Personal Injury Liability, Broad Form Property Damage Products Liability, Blanket Contractual and Product Liability, covering only the operations and activities of the Vendor under this Agreement, and shall deliver a certificate evidencing such coverage to the District within thirty (30) days after the execution of this Agreement.

The Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the District and the Vendor, Commercial General Automobile Liability Insurance for bodily injury, including death, and property damage that provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles, and shall deliver a certificate evidencing such coverage to the District within thirty (30) days after the execution of this Agreement.

The Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the District and the Vendor, Employer's Liability insurance that provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and shall deliver a certificate evidencing such coverage to the District within thirty (30) days after the execution of this Agreement.

The insurance policy or policies shall contain a covenant by the issuing company that they shall not be canceled unless a thirty (30) day prior written notice of cancellation is provided to the

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, a certificate must be provided to the District certifying that the Vendor carries Workmen's Compensation Insurance in amounts required by state and local statute. Statutory limits are \$1,000,000 each accident, \$1,000,000 policy limit (disease) and \$1,000,000 each employee (disease).

8.1.2 Fire Insurance: District will carry adequate fire and extended coverage insurance and, as covered in clauses following, will waive any and all rights of recovery from the Vendor for loss covered by perils defined in fire, extended coverage and sprinkler leakage policies.

8.2 Disability Accessibility and Electronic Information Technology: Contract hereby warrants that any goods or services, including any hardware or software products or services to be provided under this Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding the accessibility of its products or services which is brought to its attention.

8.3 COVID-19 Protocols: West Hills Community College District utilizes the mobile app *West Hills Safe*. Vendor and staff of Vendor agree to complete the daily self-assessment questionnaire each day they are on campus and to cooperate with the human resources department staff if they are contacted about a close contact or a potential case. Vendor also agrees to become familiar with the District's COVID-19 Prevention Program, which is located on the District's website.

8.4 District Policies: Vendor agrees to comply with applicable District Policies in effect at the time this Agreement is executed, modifications to existing policies occurring after the date of execution of this Agreement and policies enacted during the Term of this Agreement. These policies may include policies and/or administrative procedures related to a drug, smoke and alcohol free instructional environment.

8.5 Indemnity: To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract or from any activity, work, or thing done, permitted, or suffered by the Vendor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8.6 Assignment: This Agreement may not be assigned by the Vendor in whole or in part without the written consent of the District.

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: [adrianachoa@whccd.edu](mailto:adrianachoa@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](mailto:JamesPreston@whccd.edu)

Notices to Vendor:

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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 unless Agreement is renewed or is terminated under provisions stated elsewhere in the Agreement.

**District**  
WEST HILLS COMMUNITY COLLEGE DISTRICT

**Vendor**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Shanna Ahrens  
Title: Vice Chancellor  
Business Services and Fiscal Services

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Appendix D

**West Hills College Lemoore  
Kitchen Equipment Schedule  
EQUIPMENT SCHEDULE**

ITEM NO.	BY	EQUIPMENT DESCRIPTION	QTY	MANUFACTURER
1	KEC	AIR CURTAIN	1	MARS AIR SYSTEM MOD# STD 248-IUA-OB
2	KEC	JANITOR CLOSET SHELVING/ GOLD BOND	1	INTERNATIONAL STORSYSTEM MOD#1848Y W/ (4)P86Y POST 5TIER
3	KEC	MOP BASIN CAP	1	CUSTOM FABRICATED
4	KEC	OVER HEAD SHELF	1	CUSTOM FAB.
5	KEC	MAT RACK	1	CUSTOM FAB.
6	KEC	WALL FLASHING W/ FAUCET	1 LOT	CUSTOM FAB/ CHICAGO MOD# 540LD 897SCP/V.B.
7	OWNER	BEVERAGE RACK	2	BEV. CONTRACTOR
8	OWNER	CARBONATORS	2	BEV. CONTRACTOR
9	KEC	CORNER GUARDS	VER	CUSTOM FAB.
10		SPARE NUMBER		
11	KEC	CAN RACK	2	NEW AGE MOD # 1256
12	KEC	CAN RACK	1	NEW AGE MOD # 1251
13	KEC	DUNNAGE RACK	1	NEW AGE MOD # 2008
14	KEC	S.R SHELVING/ GOLD BOND	1 LOT	ISS MOD# (17) 2148Y, (8)2160Y, 64 POSTS P86YL & 190 Z-CLIPS (5TIER)
15	KEC	LOCKERS	VER	REPUBLIC STORAGE MOD#(1)ONE DOUBLE TIER ADA SET/ SEE PROJECT MANUAL
16		SPARE NUMBER		
17	KEC	CORNER GUARDS	VER	CUSTOM FAB
18	KEC	W.I. PREFAB. REFRIG./ FREEZER	1 LOT	DURACOLD (SEE DETAIL DRAWING SHEET K9.1)
19	KEC	REFRIGERATION SYSTEM	1 LOT	FRIGED ENGINEERING SERVICE MOD# SAE2-3CO
20		SPARE NUMBER		
21	KEC	W.I. REFR. SHELVING/ GOLD BOND	1 LOT	ISS MOD# (6) 2148Y, (2) 2124Y & 24 POST@ P86Y L 40 ZCLIPS. 5TIER
22	KEC	W.I. FREEZER SHELVING/ GOLD BOND	1 LOT	ISS MOD# (6) 2148Y, (2) 2124Y & 24 POST@ P86Y L 40 ZCLIPS. 5TIER
23	KEC	HOT DRINK CUP AND LID DISPENSER	1	DISPENSE-RITE LID-3BT 3 COMPARTMENT (5"L X 16 5/8" D X 16-1/4H)
24	KEC	COLD DRINK CUP/LID/STRAW DISPENSER	1	DISPENSE-RITE CTC-C-3LSS (24"H X 14 1/2"W X 23"D)
25		SPARE NUMBER		
26	KEC	WORK TABLE	1	CUSTOM FAB
27		SPARE NUMBER		
28		SPARE NUMBER		
29		SPARE NUMBER		
30		SPARE NUMBER		
31		SPARE NUMBER		
32		SPARE NUMBER		
33		SPARE NUMBER		
34		SPARE NUMBER		
35		SPARE NUMBER		
36		SPARE NUMBER		
37	KEC	WORK TABLE	1	CUSTOM FAB
38		SPARE NUMBER		
39		SPARE NUMBER		
40		SPARE NUMBER		
41		SPARE NUMBER		
42		SPARE NUMBER		
43		SPARE NUMBER		
44		SPARE NUMBER		
45		SPARE NUMBER		
46		SPARE NUMBER		
47		SPARE NUMBER		
48		SPARE NUMBER		
49	KEC	FLOOR PAN AND GRATE	1/1	MC NICHOLS MOD. MSN 150 MIN.GRID/ CUSTOM FAB.
50		SPARE NUMBER		
51	KEC	ICE BIN	1	CUSTOM FAB.
52	KEC	ICE CRUSHER	1	CLAWSON MACH MOD. # HQ-C
53	KEC	ICE MACHINE	1	MANITOWOC MOD# ID-1472C REMOTE CONDENSER CUBER
54	KEC	PORTABLE POT RACKS (CLEAN & SOILED) WITH 5" CASTERS & BRAKES	3	METRO - MOD.# (12)MX-2460G (12)MX-86 UP (12) 5MBXCASTER
55	KEC	POT SINK/ SHELF/ UTENSIL RACK	1/1/1	CUSTOM FAB/CHICAGO MOD#445LD BASE FAUCET
56	KEC	SURGE WASH'G UNIT	1	WELLS MOD.#PW-106 HYDRO WITH CORD PLUG
57	KEC	WALL FLASHING	1 LOT	CUSTOM FAB
58	KEC	DISPOSER/ CONTROL	1/1	INSINKERATOR MOD# S/S 125-15B-CC202 SWITCH CONTROL
59	KEC	PRE-RINSE UNIT	1	CHICAGO MOD# 923 LABCP COMPLETE
60		SPARE NUMBER		
61	KEC	POT/ UTENSIL RACK	1	CUSTOM FAB WITH/ 20 HOOKS
62	KEC	FIRE CONTROL SYSTEMS	1 LOT	ANSUL MODE# R-102 W/ MICRO SWITCH (PRODUCTION HD)
63		SPARE NUMBER		
64	KEC	VEGETABLE PREP SINK/TABLE	1/1	CUSTOM FAB./ WITH CHICAGO MODE# 445-L12ABCP BASE FAUCET
65	KEC	O.H. UTENSIL RACK	1	CUSTOM FAB WITH/ 20 HOOKS

# EQUIPMENT SCHEDULE

ITEM NO.	BY	EQUIPMENT DESCRIPTION	QTY	MANUFACTURER
72	KEC	WORK TABLE	1/1	CUSTOM FAB/ O.H SHELF
73	KEC	PORTABLE BINS	4	CAMBRO MOD #1BS20148 INGREDIENT BINS
74	KEC	40 QT. MIXER	1	HOBART MOD# HL 400-ISTD W/ CORD PLUG.
75	KEC	MIXER ATTACHMENT RACK	1	CUSTOM FAB
76	KEC	EXHAUST HOOD W/ MAKE UP AIR	4	CAPTIVE AIR MOD# 4824 ND-2-PSP-F
77	KEC	EXHAUST CONTROL PANEL	1	CAPTIVE AIR MOD# EMS-111.02
78		SPARE NUMBER		
79		SPARE NUMBER		
80		SPARE NUMBER		
81	KEC	FILLER HOSE	1	CHICAGO MOD# 349-ABCP BASE W/ 512-GCCP HOSE
82	KEC	TILT BRAISING PAN	1	GROEN MOD# BPP- 40E
83	KEC	FLOOR PAN WITH GRATE	1	CUSTOM FAB./ MC NICHOLS MOD. MSN 150 MIN.GRID
84		SPARE NUMBER		
85	KEC	O.B RANGE W/ OVEN	1	MONTAGUE MOD# 136-5A STD OVEN
86	KEC	CONVECTION OVENS	1	MONTAGUE MOD# 2-115A W/ CORD & PLUG
87	KEC	COMBI OVEN	1	BLODGETT MOD# BCX-14G DOUBLE S/S STD
88	KEC	MECHANICAL WALL TRIM	1 LOT	CUSTOM FAB
89	KEC	STEAMER	1	CLEVELAND MOD# (2) 22CET 3.1
90		SPARE NUMBER		
91		SPARE NUMBER		
92	KEC	FILLER HOSE	1	CHICAGO MOD# 349-ABCP BASE W/512G CCP HOSE
93	KEC	O.B RANGE W/ OVEN	1	MONTAGUE MOD#124-5/ S/S RIGHT SIDE & FRONT & TOP FLUE RISER
94	KEC	O.B RANGE W/ OVEN	1	MONTAGUE MOD#124-5/ S/S FRONT/ TOP FLUE RISER
95	KEC	GRIDDLE W/ OVEN	1	MONTAGUE MOD#136-8/ S/S LEFT SIDE & FRONT/ TOP FLUE RISER
96	KEC	PORT. FRYER UNIT	1	PITCO MOD#2-SG14RSSTC-S/FD ONE UNIT/ ALL S/S
97	KEC	BACK SHELF	1	CUSTOM FAB.
98	KEC	SPREADER DELETE CENTER SHELF	1	MONTAGUE MOD# ADD-A-UNIT 18S
99	KEC	DOOR JAMB FRAMING/ CASING	1	CUSTOM FAB.
100		SPARE NUMBER		
101	KEC	REFRIGERATOR	1	TRAUlsen MOD# G-10001
102		SPARE NUMBER		
103	KEC	WORK TABLE W/ O'SHELF	1/1	CUSTOM FAB W/ BOX DRAWER CABINET/ OVER SHELF
104		SPARE NUMBER		
105	KEC	SS CLAD COLUMN	1	18 GA SS FULL HEIGHT - TRIM AT CEILING
106	KEC	THAW SINK WORK TABLE	1/1	CUSTOM FAB W/ CHICAGO # 445 L 12ABCP BASE FAUCET
107	KEC	FIRE CONTROL SYSTEM	1 LOT	ANSUL MODE# R-102 W/ MICRO SWITCH (SHORT ORDER)
108	KEC	FIRE CONTROL SYSTEM	1 LOT	ANSUL MODE# R-102 W/ MICRO SWITCH (PIZZA OVEN)
109		SPARE NUMBER		
110		SPARE NUMBER		
111	KEC	WORK TABLE W/ O.H SHELF	1	CUSTOM FAB W/ BOX DRAWER CABINET/ OVER SHELF
112		SPARE NUMBER		
113	KEC	REFRIGERATOR	1	TRAUlsen MOD# G-20002 HALF DOOR HINGE RIGHT
114		SPARE NUMBER		
115	EC	PORTABLE WORK TABLE	1	CUSTOM FAB W/5" COLSON CASTER
116	KEC	CORNER GUARDS	3	CUSTOM FAB
117	KEC	DOOR JAMB FRAMING CASING	1	CUSTOM FAB
118	KEC	BACK COUNTER WITH SINK	1	CUSTOM FAB/CHICAGO# 526-ABCP BASE FAUCET
119	KEC	PIZZA TABLE	1/1	RANDELL MOD. # 8260N REMOTE W/ CUSTOM FAB S/S BASE
120		SPARE NUMBER		
121	KEC	BACK SHELF/ OH.SHELF	1/1	CUSTOM FAB
122	KEC	PIZZA OVEN	1	LINCOLN 2501 IMPINGER OVEN
123	KEC	BACK COUNTER	1	CUSTOM FAB
124	KEC	EXHAUST HOOD	1 LOT	CAPTIVE AIRE MOD# 3624 ND-2
125	KEC	WALL FLASHING	1 LOT	CUSTOM FABRICATION
126	KEC	FRY WARMER	1	HATCO MOD# GRFF W/ CORD/ PLUG
127	KEC	COUNTER FRYER	1	WELLS MOD F-14 W/ CORD/ PLUG
128	KEC	CHEESE MELTER/ S/S SHELF TUBING	1/1	MONTAGUE MOD# CM-36/ CUSTOM FAB.
129	KEC	COUNTER GRIDDLE	1	JADE MOD. JGM-2436
130		SPARE NUMBER		
131	KEC	CHAR BROILER	1	JADE MOD# JB-36
132	KEC	UNDER COUNTER REF'D DWR UNIT	1	TRAUlsen MOD# TE 84HT-W/ REMOTE W/ SIDE X SIDE PAN DWR.
133		SPARE NUMBER		
134	KEC	WOK RANGE	1	MONTAGUE MOD # CRM-2/ 18" WOK/ 48" WIDE - 4" MAXIMUM FRONT SHELF
135	KEC	EXHAUST HOOD W/ MAKE UP AIR	1 LOT	CAPTIVE AIR MOD# 4824 ND-2-PSP-F
136	KEC	EXHAUST HOOD CONTROL PANEL	1	CAPTIVE AIR MOD# EMS-211-D2
137	KEC	HAND SINK (ADA)	1	CUSTOM FAB
138	KEC	TRAY/DISH CABINET	1	CUSTOM FAB
139		SPARE NUMBER		
140		SPARE NUMBER		
141	KEC	SERVING COUNTER	1 LOT	CUSTOM FAB W/ CHICAGO MOD# 349-ABCD BASE FAUCET
142	KEC	HOT FOOD UNIT	1	WELLS MOD# 400TDM-AF W/ REMOTE CONTROLS
143	KEC	HEATED CABINET	1	ALTO SHAAM MOD# 500S W/ CORD/ PLUG
144	KEC	HEATED STONE TOP	1	HATCO MOD# GRSSB - 6018 W/ REMOTE SWITCH
145	KEC	HEATED CABINET	1	ALTO SHAAM MOD# 500S W/ CORD/ PLUG
146	KEC	HEATED CABINET	1	ALTO SHAAM MOD# 500S W/ CORD/ PLUG
147	KEC	HEATED STONE TOP	1	HATCO MOD# GRSSB - 7218 W/ REMOTE SWITCH
148	KEC	HEATED CABINET	1	ALTO SHAAM MOD# 500S W/ CORD/ PLUG
149	KEC	CONVEYOR TOASTER	1	TOASTMASTER MOD# TC17D W/ CORD/ PLUG
150		SPARE NUMBER		
151	KEC	PANINI GRILL	1	EQUIPEXMOD# PANINI GRILL W/ CORD/ PLUG
152		SPARE NUMBER		
153	KEC	SNEEZE GUARDS	1 LOT	CUSTOM FAB
154	KEC	DIE FACE & TRAY RAIL	1 LOT	CUSTOM FAB
155	KEC	PORTABLE WORKTABLE	1	CUSTOM FAB W/ COLSON 5" CASTERS (FOR SLICER)
156	KEC	SLICER	1	HOBART MOD# H S7N-I
157	KEC	HAND SINK (ADA)	1	EAGLE MOD# HSAP-14-ADA-FE-B
158	KEC	RACK DOLLIES	2	CAMBRO MOD# CDR 2020151 SOFT GRAY
159	KEC	CANTILEVER SHELIVING	1 LOT	CUSTOM FAB (3TIER) CANTILEVER SHELIVING
160		SPARE NUMBER		



# EQUIPMENT SCHEDULE

ITEM NO.	BY	EQUIPMENT DESCRIPTION	QTY	MANUFACTURER
161	KEC	RACK DOLLIES	2	CAMBRO MOD# CDR 2020 151
162	KEC	SHELVING UNITS	1	METRO MOD MAX-2142G (5TIER)
163	KEC	TRAY DOLLIES	1	CAMBRO MOD# CD 2020 HB 110
164	KEC	SHELVING UNITS/ GOLD BOND	1	ISS MOD# 2448Y (5T1ER) P86L (4) POST
165	KEC	CLEAN DISHTABLE	1 LOT	CUSTOM FAB. W/ OH SHELF
166	KEC	DISHWASHER VENT COLLAR	1	CUSTOM FAB.
167	KEC	DISHWASHER	1	STERO MOD# SCT 86S CONVEYOR. R/L LOW TEMP
168	KEC	WALL FLASHING	1 LOT	CUSTOM FAB.
169	KEC	PRE-RINSE UNIT	1	CHICAGO MOD# 923 BASE & PRE RINSE HOSE UNIT
170		SPARE NUMBER		
171	KEC	DISPOSER W/ SINK	1	INSINK ERA TOR MOD# SS-300-CC202 CONTROL SW.
172	KEC	SOILED DISHTABLE/ OH SHELF	1 LOT	CUSTOM FAB. W/ SLANT SHELF
173	KEC	SOILED TRAY DROP SHELVING	3	CUSTOM FAB. / SEISMIC RESTRAINTS
174	KEC	WINDOW JAMB CASE OPENING	1 LOT	CUSTOM FAB.
175	OWNER	VENDING MACHINE	3	OWNER
176	KEC	GRAB AND GO	1	STRUCTURAL CONCEPTS MOD# C067R-QS W/ SOLID BACK/END
177	OWNER	CASH REG./ PRINTER/ TEL	1/1	OWNER
178	KEC	PORTCASHER STAND & SHELV'G.	1/1	CUSTOM FAB./ ISS 1842Y/ P34-3/4Y 4 POST
179	KEC	PORTCASHER STAND & SHELV'G.	1/1	CUSTOM FAB./ ISS 1842Y/P34-3/4Y 4 POST
180		SPARE NUMBER		
181	OWNER	CASH REG./ PRINTER/ TEL	1/1	OWNER
182	KEC	BEVERAGE COUNTER	1 LOT	CUSTOM FAB.
183	OWNER	ICE TEA BREWER	1	BUNN MOD# TB3Q-0013/TDS -3.5
184	OWNER	HOT CHOCO DISPENSER	1	BUNN MOD# FMD-1-0196
185	OWNER	BEV. DISP./ ICE MACHINE	1/1	SERVEND/ MANITOWOC MOD# QPA-31 OA
186	KEC	COFFEE MAKER	1	FETCO MOD#CBS-62H-DISP'R. #CES-62H
187	KEC	SALAD BAR COUNTER	1	CUSTOM FAB
188	KEC	SOUP WELLS	2	WELLS MOD# SS-10 W/ REMOTE SWITCHES
189	KEC	SNEEZE GUARD SLANT SHELVES	1 LOT	CUSTOMFAB
190	KEC	FLEXIBLE GAS HOSES & WATER	13/2	DORMONT MOD# 1675 KIT 36 GAS (13)REQD.DRM MOD# FW. G-1(2) & (1) CHICAGO DECK MOUNT FIXTURE W (3) 24" FLEXIBLE HOSES.

# Appendix E

## West Hills College Lemoore-Student Center Kitchen/Food Court/Cafeteria Seating Area



