

AGREEMENT

Operation for the Cafeteria at College of The Desert

THIS AGREEMENT, made and entered into this 29 day of July 2004, by Desert Community College District Auxiliary, hereinafter referred to as "COD" and S&B FOODS, A California General Partnership, hereinafter referred to as "CONTRACTOR," consists of the following mutual covenants, conditions, and promises:

WITNESSETH

Whereas, "COD," has been authorized by the governing representatives of the College of the Desert, located at 43-500 Monterey Ave, in the city of Palm Desert to contract for a new CONTRACTOR for the operation of the cafeteria for the students, staff, faculty, and guests of "COD."

Whereas, "COD," is authorized to enter into this Agreement pursuant to Education Code Section 81533. Attachment "A" becomes part of this Agreement. The terms and provisions of this Agreement take precedence over the language in Attachment "A," if there is a conflict.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

- A. During the term of this Agreement, "CONTRACTOR" shall have the right and obligation to:
 - a. Construct or add additional necessary equipment at cost to "CONTRACTOR" for the complete operation of the Cafeteria.
 - b. Vendor installed equipment will be maintained by "CONTRACTOR."
 - c. "CONTRACTOR" will maintain school-installed equipment.
 - d. "CONTRACTOR" will bus and maintain cleanliness of tables in the cafeteria area.
 - e. "CONTRACTOR" will maintain all floors and aisle ways in kitchen, cafeteria and outside eating area.
- B. Service Exclusivity: The "CONTRACTOR" shall have the exclusive right during the term of this Agreement to provide the designated food service operations for "COD." The "CONTRACTOR" shall be given the first opportunity to provide food services for events and special-event catering. If the "CONTRACTOR" chooses not to provide food services, only then may the requesting party seek food services from another provider.
- C. Exceptions to Service Exclusivity: Student organizations and other COD-authorized organizations may occasionally provide food for sale, concessions for social events or for fund raising held on a non-regular basis and under circumstances mutually agreeable with the "CONTRACTOR."
- D. Service Requirements: The "CONTRACTOR" shall work with "COD" and its representatives to provide appropriate quality of food, service and public relations with students, faculty, staff and guests.
- E. COD Rights Concerning Product and Service: "COD" reserves the right to have designated representatives review, inspect, evaluate and recommend changes in the operation and condition of the food service at any time, with

respect to quality and quantity of food sold, methods of services, prices, hours of operation, and generally with respect to the safety, sanitation and maintenance of the facilities, all of which shall be maintained at levels satisfactory to "COD."

- F. Equipment: The "CONTRACTOR" shall be solely liable for "COD" provided equipment in the serving and production area lost or damaged resulting from theft or vandalism, neglect or inattention, except for damages arising from willful acts of "COD," its agents or employees. The "CONTRACTOR" shall assign to "COD" all proceeds from insurance for loss or damage of "COD" supplied equipment. The "CONTRACTOR" will provide "COD" with a start-up inventory of smallware and any other equipment owned and used on site by the "CONTRACTOR." "COD" will be provided with periodic updates as changes or additions are made to the list.
- G. "Contractor" shall handle refunds of vending machines on campus through the vending contractor.

2. COMMISSION, MENU, PRICES AND SERVICE

- A. Commission: In consideration for the right to operate on the College of the Desert campus, the "CONTRACTOR" shall make payments to "COD" in accordance with the provisions set forth in Paragraph 13 of this Agreement.
- B. Food and Beverage: The "CONTRACTOR" will furnish all food, beverages, condiments and related supplies, for the use of students, faculty, staff and visitors as required for the successful operation of the food service program.

"CONTRACTOR" will also work with Student Services on the use of vouchers for Extended Opportunity Program & Services (EOPS) and Disabled Students, Programs and Services (DSPS) and the reimbursement for all such vouchers.
- C. Menu and Prices: The "CONTRACTOR" shall provide its food and beverage offerings and catering services at reasonable pricing for a community college environment as well as being aware of the near proximity of competing franchises and other food service providers in the area. Menu selections shall be varied, interesting, fresh and healthful, keeping in mind the diverse cultures of its customers. Periodic "specials", promotions, frequent-customer discount coupons and menu changes or additions are encouraged.
- D. Advertising and Promotion: Advertising is available through "COD's" student newspaper, "Chaparral", at the expense of the "CONTRACTOR." Other avenues for promoting campus food services are available either at no cost (campus e-mail) or minimal cost (posters, banners, flyers) to the "CONTRACTOR." The "CONTRACTOR" is encouraged to use a variety of methods to promote and invite new and repeat customers.
- E. Special Functions/Catering: The "CONTRACTOR" shall provide at mutually agreeable prices, services for "COD" such as banquets, parties, conferences, beverage service and special events. The "CONTRACTOR" shall be responsible for receiving orders, booking reservations for rooms through Business Services Office, catering services and set ups from "COD" campus customers. Catering requested by off-campus groups shall be directed to the "CONTRACTOR." Subsequent coordination of off-campus requests will be coordinated with "COD."

- F. Culinary Arts Program: "COD" operates a culinary arts program that utilizes the kitchen and cafeteria as a learning experience. The program may also experiment with catering activities. "CONTRACTOR" understands and willfully cooperates with the scheduling of classes during the academic year. "COD" will advise and coordinate scheduling with the "CONTRACTOR."

3. PERFORMANCE STANDARDS AND TECHNICAL SPECIFICATIONS

Food quality standards shall be as outlined in the "CONTRACTOR's" proposal and as agreed to by "COD" and incorporated into this Agreement and as a binding addendum to this Agreement.

- A. General Standards: The following standards shall be followed:

1. All food will be attractively displayed.
2. Serving lines and counters, as appropriate, will be well stocked throughout the entire time of service.
3. Appropriate seasonal decorations are required for all major holidays and for major campus events.
4. All hot food will be served hot, and cold food, cold.
5. All the "CONTRACTOR's" employees shall be instructed in proper:
 - a. preparation of food products offered
 - b. sanitation standards and procedures
 - c. dress standards and personal hygiene
 - d. safety procedures and equipment handling
6. All "CONTRACTOR's" employees shall be courteous, polite, well-groomed and properly uniformed.
7. Housekeeping and sanitation will always meet the highest possible standards.
8. All packaging and displays shall be attractive and appropriate.
9. All food products stored in refrigeration units shall be properly covered or wrapped, with the date of production clearly written on the package.
10. All spills and debris shall be removed promptly.
11. The "CONTRACTOR" will make a best effort to move towards the use of serving products (cups/plates, etc.) which do not contribute to the environmental pollution by chloroflourocarbons.
12. CONTRACTOR will respond appropriately and swiftly to health and safety issues raised by Riverside County.

4. SUBJECT PREMISES

The premises subject to this Agreement consist of the Cafeteria at College of the Desert.

5. INDEPENDENT CONTRACTOR

The "CONTRACTOR'S" relationship to "COD" in the performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under the "CONTRACTOR'S" control and exclusive direction, and shall be employees of the "CONTRACTOR" and not employees of "COD" and shall not be entitled to the benefits provided by the "COD" to its employees, including but not limited to retirement plans, health insurance, and unemployment insurance.

- A. Staffing: The "CONTRACTOR" shall maintain an adequate staff of personnel, including management, at all times, and on all shifts, to ensure its ability to deliver quality food service to the campus customers. This includes competent personnel for supervision and all normal customary support services. Background checks, fingerprinting and drug testing are expected, at the "CONTRACTOR's" expense, if not already a part of the "CONTRACTOR's" screening and hiring process. In addition, the "CONTRACTOR" is encouraged to make an effort to provide student employment opportunities in its food service operations through "COD's" Job Placement Office.
- B. CONTRACTOR's Personnel: All "CONTRACTOR's" personnel shall be subject to "COD's" regulations regarding personal behavior and the use of "COD" property. In the event of "COD's" disapproval of the conduct or behavior of any employee, "COD" shall reasonably inform the "CONTRACTOR" of the offending behavior and the employee shall be transferred off campus immediately upon the receipt of a written request from "COD."
- C. Supervisory Management: The "CONTRACTOR" shall provide supervisory management and other staff support for its campus operation. The on-site Manager shall be present whenever "COD" is open for business.
- D. Notice of Management Reassignment: In the event the on-site Manager(s) is(are) to be reassigned to another account, the "CONTRACTOR" is required to give "COD" two weeks notice. All management assignments by the "CONTRACTOR" shall be approved by "COD."
- E. Regional Management Support: "COD" will have a complete list, including business addresses and telephone numbers, of the regional staff assigned to provide regional support to the "COD" account. The regional staff will also provide routine, periodic review and inspections of the facility, and report on these visits to "COD" liaison. Management, local and regional, shall meet periodically with "COD" representatives to receive information and recommendations, and to institute changes as mutually agreed.
- F. Salary and Benefits: The "CONTRACTOR" shall pay all salaries and benefits payable due to the operation of the "CONTRACTOR's" business under the terms of the Agreement. All the "CONTRACTOR's" employees, including any students hired, shall be employed in the "CONTRACTOR's" name and at the "CONTRACTOR's" expense.
- G. Tuberculosis Testing: All of the "CONTRACTOR's" employees, particularly food preparers/handlers, shall be required to pass a tuberculosis (TB) test, annually.

H. Parking: "COD" shall provide at no cost to the "CONTRACTOR" three (3) staff parking permits for the on-site food service manager, catering manager, and regional/area supervisor. All other of the "CONTRACTOR's" employees who wish to park on campus must purchase an appropriate parking permit. Marked service and delivery vehicles shall be permitted on campus if traffic circulation is not obstructed. All vehicles must abide by the campus traffic regulations and be operated in a safe and responsible manner. Scheduled visits shall take place at a time which causes the campus community the least inconvenience.

6. **EQUAL EMPLOYMENT OPPORTUNITY**

It shall be the policy of the "CONTRACTOR" to provide equal opportunity in employment for all qualified persons, and to prohibit employment discrimination because of national origin, race, religion, marital status, age, sex, sexual orientation, disability, disabled veteran status, status as a veteran of the Vietnam era, or any other basis prohibited by applicable law.

"CONTRACTOR" agrees to comply with applicable Federal and California laws including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900. In addition, "CONTRACTOR" agrees to require like compliance by any subcontractors engaged to perform any of the services required by the Contract Documents.

7. **"COD" PERSONNEL**

It is agreed that a former employee of "COD", Becky Swanson, may be employed by "COD" to be a part of the "CONTRACTOR" program to work in a capacity at "CONTRACTOR" discretion. Swanson would be paid and provided benefits by "COD" with the cost of her wages up to \$9.50 per hour to be reimbursed by "CONTRACTOR" to "COD." This arrangement would continue through June 30, 2005 with Swanson being employed nine (9) months during this time. It is understood that Swanson will take direction and be subject to discipline as appropriate by "CONTRACTOR" as needed. Disciplinary action can take place as consultation and approval of "COD."

8. **SERVICE, MAINTENANCE, SECURITY AND UTILITIES**

A. Expectations: Excellence in housekeeping and sanitation of the dining, service, production, receiving and storage areas is considered a high priority by "COD." The "CONTRACTOR" shall be responsible for the cost of all cleaning supplies and equipment in its area of responsibility.

B. Cleaning, Servicing and Monitoring: The "CONTRACTOR" will be responsible for cleaning, servicing and monitoring the following:

1. Food preparation items, surfaces, and equipment, including, but not limited to stoves, grills and freezers, production, storage, and service equipment;
2. "COD's" equipment as well as any CONTRACTOR-owned equipment brought on site;
3. Food preparation area floors during the time of food service and preparation, sweeping and spot mopping as necessary;

4. Cafeteria/Conference Center interior, patio, campus delis and catered-event tables, and bussing trays and clearing litter throughout the hours of operation;
 5. Emergency spill clean up.
 6. Preparation and delivery of food to their campus areas for event catering or delivery to COD-run convenience stores;
 7. The receiving and dock area; food crates, delivery racks shall be kept off the loading dock and stored properly and safely; cardboard cartons shall not be allowed to accumulate on the loading dock and shall be compacted in the equipment provided at the loading dock;
 8. Removal of trash from the dining, service and production areas;
 9. Food service offices.
 10. Pest control by COD-selected contractor.
 11. Kitchen, storerooms and serving area floors, walls, ceiling, light fixtures and windows; routine and periodic cleaning of the hoods and filters as far as can be reached by hand;
 12. Grease removal by approved method;
 13. Carpet vacuuming and floor polishing;
 14. Daily sweeping and mopping of the dining area floors.
- C. Cleaning, Servicing and Monitoring: "COD" will be responsible for the following:
1. Major floor care such as carpet cleaning, buffing, stripping and waxing;
 2. Dining area windows, walls, ceilings and light fixtures;
 3. Both public and employee restrooms in the Cafeteria/Conference Center.
 4. Cleaning of hood ducts, vents and fans beyond the "CONTRACTOR's" responsibility;
 5. Cleaning of the areas outside the building, other than wiping down tables, removing trays and picking up litter during hours of operation;
 6. Trash removal from the building and campus;
 7. Maintenance work on building systems, electrical, HVAC, plumbing, etc.
 8. Public restroom areas
 9. COD-owned equipment repair (ovens, refrigerators, ice machines) in cafeteria and delis, beyond "COD's" warranty or damage incurred by "CONTRACTOR;"
 10. Replacement of major capital equipment.

- D. Security: The "CONTRACTOR" shall secure all areas within its control at all hours. All keys given the "CONTRACTOR" by "COD" will be logged out. Any expense incurred by "COD" as a result of a failure to secure, or due to loss of any key(s), will be charged to the "CONTRACTOR."
The "CONTRACTOR" is obligated to notify "COD" (Campus Security) of any and all breaches of security, including the immediate notification of the loss of any keys. The "CONTRACTOR" will work with "COD" and "COD's" security personnel to ensure the safe operation of the unit.
- E. Utilities: All utilities except telephone will be provided by "COD." "COD" does not guarantee uninterrupted utility service and shall not be liable to the "CONTRACTOR" for any loss, damage, cost or expense which may result from the interruption or failure of any utility services. "COD" shall notify the "CONTRACTOR" in advance of any scheduled breaks in utility service required by "COD" for maintenance purposes.

9. ALTERATIONS

- A. "CONTRACTOR," at its sole cost and expense shall have the right, upon obtaining "COD's," prior written consent, to construct alterations and improvements on or about said Premises as outlined in the initial proposal.
- B. Construction and additions to consist of custom awnings and signage for the food service area, four custom menu boards, snack bar area, and an eleven-foot custom refrigerated salad bar.
- C. Exterior additions include a custom made canopy for shading the outside eating area, possibly with school colors.
- D. The installation of misters to cool and comfort eating area.
- E. "CONTRACTOR," shall make its best effort to have these additions in place by the commencement of the Fall Semester 2004.
- F. Should "COD" decide at any time during the term of this Agreement to alter or remodel spaces used by the "CONTRACTOR," it shall be at liberty to do so, and the same shall in no way affect or make void this Agreement.

10. TERMS OF THE AGREEMENT

- A. The term of this Agreement shall be five years commencing on July 24, 2004, and ending on June 30, 2009, with the option to extend the contract for five (5) consecutive additional periods upon the same terms and conditions that were originally agreed upon.
- B. "COD," shall have the option to review "CONTRACTOR'S" performance periodically throughout the term of this Agreement. Should "CONTRACTOR," fail to meet the performance specifications provided in the Agreement, "COD," shall provide "CONTRACTOR," a 90 day written cancellation notice showing just cause as to why Agreement was terminated.

- C. "COD" may cancel this Agreement immediately:
1. Upon receiving notice that "CONTRACTOR's" insurance coverage is canceled, in part or in whole, or reduced below levels defined and required in Paragraph 10.
 2. For egregious breaches such as fraud, theft, or insolvency.
 3. If the "CONTRACTOR" grossly fails or neglects to perform the agreed-upon services or is negligent in timely compliance with "COD's" or local agency health, safety and fire standards, regulations or mandates.
 4. If any permits or licenses for operating under the terms of this Agreement, or Federal, State, County, municipal laws and regulations, expire and are not renewed by the "CONTRACTOR," or if any permit or license is not renewed or is revoked by the issuing agency.
- D. Audits: "COD" shall be informed by the "CONTRACTOR" of any audit of the "CONTRACTOR's" records. "COD" shall receive a full copy of any audit reports. "COD" retains the right to conduct its own audit at its discretion or if the material presented from the "CONTRACTOR's" audit warrants "COD" review of the "CONTRACTOR's" records. If "COD" does conduct its own audit, and finds deficiencies, errors, omissions or other infractions by the "CONTRACTOR," it shall report on the same to the "CONTRACTOR" within seventy-two (72) hours. The "CONTRACTOR" must respond to this notice within one week, and correct all deficiencies within that period, unless excused from doing so by "COD." If errors exceed 3% of sales in the "CONTRACTOR's" favor, the cost of the audit will be charged to the "CONTRACTOR."
- E. Uncollectible Debts: At the end of the Agreement, any debts uncollected will be the responsibility of the "CONTRACTOR." Commissions are due to "COD" at the time of billing, not at the time of collection. The "CONTRACTOR" shall receive no rebate or reimbursement for commissions paid on uncollected debts.

11. INSURANCE COVERAGE

- A. The "CONTRACTOR" shall obtain, in such form and with such carriers acceptable to "COD", and keep in force at its sole expense during the term of this Agreement and any extensions, the following:
1. General Liability Hazard Insurance which shall include:
 - a. Premises Liability, \$1 Million per occurrence;
 - b. Products Liability, \$1 Million;
 - c. Personal Injury, \$1 Million;
 - d. Each Occurrence, \$1 Million;
 - e. Fire Damage (any one fire), \$1 Million;
 - f. Medical Expenses (any one person), \$20,000;
 - g. Broad Form Property Damage, \$1 Million;
 - h. Automobile liability insuring owned and non-owned vehicles subject to \$1 Million combined single limit for Bodily Injury and Property damage.
 2. Workers' Compensation Insurance covering all "CONTRACTOR's" employees connected with the performance of the Agreement, in

compliance with the laws of the State of California Employee Liability Insurance, and, where applicable, insurance in compliance with any other statutory requirements pertaining to the compensation of injured employees.

- a. These policies (except Workers' Compensation) shall name "COD", its officers, agents, and employees, as an additional insured. With respect to the "CONTRACTOR's" acts or omissions, this Agreement shall contain a covenant requiring a thirty (30) calendar day written notice to "COD" before cancellation, reduction, or any other modification of coverage. These policies shall be primary and noncontributing with any insurance coverage of "COD" and shall contain a severability of interest clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each.
- b. Certification of the above policies shall be furnished to "COD" at least fifteen (15) calendar days prior to the commencement of services provided under this Agreement. The failure to furnish such evidence may be considered default by the "CONTRACTOR."
- c. Each party to this Agreement mutually agrees to waive its rights, as well as the rights of its subsidiaries and affiliates, of subrogation for loss or damage to each respective party's building, equipment, improvements or other property whatsoever because of fire, explosion or any other cause normally covered in standard form fire and casualty insurance policies with extended endorsements. "COD" will keep its building, including the food service areas, its contents, and other property insured against loss or damage by fire, explosion and similar casualties.
- d. In the event that the "CONTRACTOR" fails to maintain and keep in force General Liability Insurance with a Fire Legal Liability endorsement thereto, and Workers' Compensation Insurance as herein provided, "COD" shall have the right to cancel and terminate this Agreement. If liability insurance is allowed to lapse, "COD" shall have the right to cancel this Agreement.

"COD" shall be added as an additional insured on all policies.

12. INDEMNIFICATION

"CONTRACTOR," shall indemnify and hold harmless "COD," its officers, agents, and employees, from any, against any, and all claims, actions, damages, liability and expenses, including attorneys fees, in connection with the loss of life, personal injury and/or damage to the property arising from the occupancy or use by "CONTRACTOR," of the Cafeteria or any part thereof, or otherwise occasioned wholly or in part by any or omission of "CONTRACTOR," its agents, representatives, employees, servants, invitees, or licensees.

13. NON-ASSIGNMENT

The "CONTRACTOR" shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same

without the consent in writing of "COD." "COD" may grant or withhold such approval, at its sole discretion.

14. PAYMENT TO "COLLEGE OF THE DESERT"

In consideration of the terms and conditions of this Agreement, the "CONTRACTOR," shall pay to "COD," a calendar monthly commission based on a percentage of the gross sales as follows:

- a. Ten percent (10%) of gross sales from all cafeteria sales and vending sales excluding Coca Cola bottling machine sales.
- b. Guaranteed minimum commission of **\$50,000** or 10% of cafeteria sales and vending sales, whichever is greater.

The Contractor shall pay "COD," without demand and no later than fifteen days from the last day of the month. The monthly commission payment shall be accompanied by a detailed statement showing its computation and with the total weekly receipts outlined for each week. "Gross Sales," shall be defined as the dollar aggregate of all the sales prices of all goods, wares, and merchandise sold from the Cafeteria, whether made for cash, check, credit account, exchange or otherwise, and shall include, but not be limited to sales and services where the orders originate or are accepted by "CONTRACTOR," at the Cafeteria.

Gross Sales shall not include the following:

- a. The amount of any city, county, state or federal sales, use or excise taxes on sales or services rendered from the Cafeteria where such taxes are added to the selling price, are stated separately and are paid by "CONTRACTOR," directly to the taxing authority.
- b. The net amount of cash or credit refunds in fact made upon sales from the Cafeteria where the merchandise sold or some part of it is returned by the purchaser and accepted by "CONTRACTOR."
- c. Sums and credits received in the settlement of claims for loss or damage to merchandise; and
- d. Gift certificates or like vouchers until they have been redeemed.

15. PAYMENT BY "COD"

All charges incurred by "COD" for services of the "CONTRACTOR" shall be invoiced by the "CONTRACTOR" to "COD" by the 15th of the month following the month that the charges were incurred.

16. THE "CONTRACTOR" IS RESPONSIBLE FOR THE COST OF:

1. Provision and upkeep of all laundry, linens and uniforms.
2. The provision of first aid equipment and supplies including training in the use of such equipment and supplies.
3. All cleaning supplies and equipment for its areas of responsibility.
4. Replacement of utensils, trays and other smallware.
5. All local and long distance telephone and facsimile service and in-office copiers.
6. Pest control by COD-selected contractor in all areas as defined in this Agreement.

7. Office supplies and equipment not provided by "COD."
8. Any necessary vehicle or transportation mode, appurtenant equipment, supplies, and all related costs.
9. Any special equipment necessary to support the "CONTRACTOR's" proposed service.
10. Repair and maintenance of all CONTRACTOR-owned equipment.
11. Calculators, cash registers, time clocks, and additional computer equipment.
12. Menu boards and signage.
13. Telephone installation.

"COD" IS RESPONSIBLE FOR THE COST OF:

1. Providing food service facilities and existing equipment.
2. Initial inventory of pots, pans, trays, and smallware.
3. Building maintenance and repair including all existing plumbing, heating, and electrical systems.
4. Fire extinguishing equipment maintenance.
5. Replacement of COD-owned equipment unless replacement is necessary because of the "CONTRACTOR's" employees negligence, carelessness, or abuse.
6. Trash removal from building and campus, except grease removal.

17. HOURS OF OPERATION

The Cafeteria operation shall be open for business under the following guidelines:

Monday – Thursday from 7:00 a.m. to 8:00 p.m.
 Friday from 7:00 a.m. to 2:00 p.m.

Saturday/Sunday swap meet hours to be determined.

"CONTRACTOR" will post signs and advise the academic community of days and times of operation. Dates and times may be modified by mutual agreement between times of operation. Dates and times may be modified by mutual agreement between "CONTRACTOR" and "COD." Catering services will be available throughout the fiscal year.

18. TAXES AND ASSESSMENTS

"CONTRACTOR," shall pay before delinquency all lawful taxes, assessments, fees or charges including unsecured personal property taxes, sales taxes, use taxes, which may be assessed against him for whatever purpose in the performance of the Agreement.

The "CONTRACTOR" shall be solely liable for, and shall pay at its sole expense, all taxes lawfully assessed in connection with or arising out of this Agreement, including, but not limited to, State Franchise Sales Tax, and any County or City Property taxes or special assessments. The "CONTRACTOR," in its sole discretion, shall bill and collect sales and use taxes, if applicable, on all meals and services rendered to "COD" or to others on "COD's" premises. If the parties disagree as to the taxability of any meals or services, the client/customer must promptly obtain a ruling from the appropriate governmental authority or taxes will be charged.

19. RECORDS AND ACCOUNTING PERIOD

The "CONTRACTOR" shall maintain accurate, complete and audited records of its College of the Desert operations. Financial records must comply with Generally Accepted Accounting Principles (GAAP). The audited financial statements of the "CONTRACTOR" will be forwarded to "COD" representative on an annual basis.

"COD" reserves the right to inspect, examine and audit CONTRACTOR's: papers, bills, vouchers, invoices, records, deposit slips, receipts, books of accounts at any time and without notice. The "CONTRACTOR" will freely lend its own assistance in making such inspections, examinations, and audits. The "CONTRACTOR" will maintain complete and accurate records of food service transactions in accordance with Generally Accepted Accounting Principles (GAAP), and will keep such financial records for a period of three (3) years from the close of each year's operation.

The accounting period shall consist of twelve (12) monthly accounting periods per year, commencing July 1 of each contract year, with the exception of the first year which will commence **July 24, 2004**.

20. LICENSES & PERMITS

The "CONTRACTOR," inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Agreement, or any municipal, County, State or Federal law or regulation.

21. ENTIRE AGREEMENT

This Agreement, together with all other CONTRACT DOCUMENTS, set forth the entire Agreement between "COD" and "CONTRACTOR" and any amendment or other modification of this Agreement must be in the form of written amendment agreed to approved and executed by both parties prior to such amendment or modifications being effective.

22. NOTICES

Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery if delivered personally, or 3 calendar days after depositing in the United States mail, postage prepaid addressed to:

**DESERT COMMUNITY COLLEGE DISTRICT AUXILIARY
43-500 MONTEREY AVE.
PALM DESERT, CA 92260**

**S&B FOODS
16007 CRENSHAW BLVD.
TORRANCE, CA 90506-0001**

23. TIME

Time is of the essence of every provision of the Agreement in which time is an element.

24. AUTHORITY

Each person executing this Agreement warrants that he or she has the authority to execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

25. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

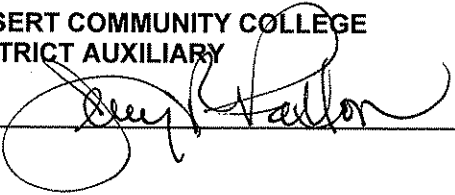
26. SEVERABILITY

If any terms, covenant, condition, or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, THE "COD," AND "CONTRACTOR," HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST ABOVE WRITTEN.

**DESERT COMMUNITY COLLEGE
DISTRICT AUXILIARY**

BY:



"CONTRACTOR"



S&B FOODS, REPRESENTATIVE

ATTACHMENT “A”

**OPERATION FOR THE CAFETERIA
AT COLLEGE OF THE DESERT**

**Desert Community College District
and S&B Foods**

ATTACHMENT "A"

S&B FOODS PROPOSAL

Cover Letter - A

Mission Statement - B

Organizational Background - C

Operating Concepts & Menu - D

Management/Staffing - E

Labor/Training Practices - F

Sanitation & Safety Practices - G

Commissions/Financials - H

Purchasing - I

Artists Renderings - J

References - K

Brochure Attachments - L

Advantages of S&B - M

Food Service Survey - N

06/18/2004

Food Service Proposal

Prepared especially for:

Dr. David P. Bugay

Presented to

College of the Desert

DATE

June 18, 2004

Prepared By

S&B Foods

S&B Foods

6475 East Pacific Coast Highway #184
Long Beach, CA 90803
(323) 708-4878

June 15, 2004

Dr. David P. Bugay
College of the Desert
43-500 Monterey Avenue
Palm Desert, CA, 92260

Dear Dr. Bugay,

Thank you for allowing S & B Foods the opportunity to submit our proposal for the Cafeteria Service operation at College of the Desert.

S & B Foods will share a mutual goal with the college – presenting a high quality Cafeteria operation for the students, staff and faculty. Our proposal will encompass your present objectives as well as your future goals.

S & B Foods looks forward to being a part of the College of the Desert. Thank you for your time and consideration in studying our proposal and for allowing us to meet with you in person. We would like to make an oral presentation at your convenience to further elaborate on our services.

Sincerely,

Bob Staniskis
S & B Foods

RM/dg

OUR PHILOSOPHY

Our Purpose

Our Company is a community that includes clients, customers, employees, and shareholders. Our purpose is to exceed their expectations.

Our choice: organic growth

To achieve this, we focus on responsible growth in sales and earnings, while contributing to the economic health of the countries where we provide our services. When all our employees want growth, that is when growth happens.

Our mission

Improve the quality of daily life.

Our objective

This comes from being, for all our clients, the benchmark wherever we offer our services, in every city.

Our Core Values

We do the utmost to ensure that all of our employees share our three core values:

Service Spirit

"True dignity lies in being of service to others." Service spirit is an attitude to daily life, a way of being. It is listening, paying attention to details. It is also being available, responsive, welcoming and efficient, so that what we say is what we do. Our managers are entrepreneurs who know their customers and who make their own decisions. Service is their business.

Team Spirit

In a team, everyone has their qualities, personalities and particular skills. The winning team is the one whose members respect and appreciate each other. They decide their strategy and tactics together, then put their ideas into practice without anyone seeking more credit than anyone else. The team manager's job is to combine all this talent, and channel the energy into a single direction. Winning is the objective, putting the group's interests before individual ambition. Team spirit is as essential at our sites as it is in the boardroom.

Progress

Every day, our team members strive to give their very best. This means going the extra mile, continuously improving performance and daring to take the initiative. The company encourages them to question accepted routines, because not only success but also clear analysis of failures is what leads to sustainable progress. Our achievement is a step towards greater performance. That is why we are so committed to innovation, improvement and anticipating the needs of clients and customers. The group's and personal progress comes directly from the collective progress of all its people

Part I

**ORGANIZATIONAL BACKGROUND AND
OVERVIEW OF
S & B FOODS**

S & B Foods is locally based company, oriented and structured to meet the food service needs of today's educational institutions. Our trained personnel are working with students, staff and faculty on many Southern California elementary, middle schools, high schools and community college campuses. Presently, we operate 50 campuses in the local area from elementary to college. Our nearest comparable college campus would be El Camino Community College serving 27,000 students on this campus we provide two custom coffee carts, two campus deli's offering a variety of hot and cold foods along with snacks items the two deli's generate approximately \$1,000,000.00 annually. We also run a full service cafeteria at this location and accommodate all of the catering, special events and concession needs on campus.

The Organizational structure of S & B Foods is designed to relieve the college administrator from devoting valuable time to food service concerns. We also welcome the opportunity to serve on food service committees (or organizations) and/or meetings with staff on a regular basis. It is this commitment to open communication that will prevent small problems from growing into large problems ensuring a turnkey cafeteria operation for College of the Desert.

S & B Food's major goal in the food service business is to provide colleges with the highest quality food and service available.

Our service runs from the simplest cup of coffee, breakfast, lunch and dinner item to sit down dinners if necessary. The service level is designed with the school and their budget requirements in mind.

Part II

OPERATING CONCEPTS AND MENU SELECTION

It is S & B Food's concept to enhance the interior and exterior of the Food Service Area. This will insure customer satisfaction as we can redirect the flow of traffic during the peak periods and enhance the food operation in quality and selection. These improvements that we suggest will be made at our costs exclusively.

Capital Improvements

Interior New Improvements:

- A. We will provide custom awnings for the food service area and signage for the food stations (i.e. Delectable Deli, Fiesta Bar, Hot-Off the Grill items, Simply Salads). Incurred costs approximately \$6,000.
- B. Four Custom Menu Boards at \$500 each.
- C. We will provide a snack bar area in the serving area. This will enhance the food service operation. (i.e. Grab N Go, snacks, candies, pre-made sandwiches). We will provide all equipment for this service. Approximate cost \$10,000.
- D. We will provide an 11 foot custom refrigerated salad bar. Approximate cost \$5,000.

Exterior Improvements:

- A. We will provide a custom made canopy for shading the outside eating area, possibly with school colors.
- B. Due to extremely warm temperatures, we will install misters to cool and comfort the eating area. This will provide a more inviting experience for outdoor eating. Approximate cost \$9,000.
- C. We will post daily specials on a portable menu board stationed outside the cafeteria. For promotional events we will offer theme days, with an occasional cookout offering hamburgers, hot dogs, tri-tip cooked on

a portable barbecue grill. **NOTE: STUDENTS WITH AN ASB CARD WILL RECEIVE A 10-15% DISCOUNT.**

- D. We feel that food service is not a stop and start process but a continual journey that needs to be changed and given the utmost attention to quality and detail to provide the best service to our patrons. By being a smaller company, S&B has the ability and flexibility to adhere quickly to market changes and implement ideas immediately without long corporate delays.

Health conscious selection located in designated area will include: low carb style sandwiches, health burritos, low fat selections (food items will have alfalfa sprouts, fresh vegetables, whole wheat breads, low fat cheese, low fat meat items and vegetarian soy items), fresh whole fruit, and fresh cut fruit (apples, peaches, pears, oranges, bananas, grapes, melons depending on availability of seasonal and non-seasonal items).

Custom pizzas

Other items are listed on pages included with this proposal.

S & B Foods will be competitive or lower in pricing than current vendor, along with offering daily specials.

As part of our commitment to quality service we offer comment cards stationed along side of a box labeled for comments and suggestions a sample card is included with our proposal. We review the comment cards weekly, determine which are valid and initiate a proactive stance on correcting the concern. The cards are then filed and referred to during food service committee meeting.

S & B Foods will offer full cafeteria service from 7:00 a.m. to 7:00 p.m. After 7:00 p.m. we will operate the "Snacks Fifth Avenue," concept with 1 or 2 attendants.

SAMPLE MENU CONCEPTS

BREAKFAST BAR:

❖ Breakfast Burrito	\$ 2.79	Order of toast	\$.89
❖ Denver Omelet	\$ 2.50	Bagel w/cream cheese	\$ 1.50
❖ Ham & Cheese Omelet	\$ 2.50	Side O' Bacon	\$.99
❖ Cheese Omelet	\$ 2.25	Side O' Sausage	\$.99
❖ Cheese Quesadilla	\$ 1.75	Side O' Eggs	\$ 1.99
❖ Chicken Quesadilla	\$ 2.75	Side O' Ham	\$ 1.00
❖ Breakfast Sandwich	\$ 2.50	French Toast (each)	\$ 2.00
❖ Breakfast Plate (Eggs, Hash Browns, & Toast with meat Add \$.75)	\$ 2.50	Pancakes	\$ 1.99

CAMPUS GRILL:

❖ 1/3 Pound Hamburger	\$ 2.25	Grilled Chicken Breast	\$ 3.50
❖ 1/3 Cheeseburger	\$ 2.50	Grilled Cheese	\$ 1.75
❖ Vegetarian Burger	\$ 2.65	¼ Pound Hot Dog	\$ 2.00
❖ Patty-Melt	\$ 2.75	Cheese Quesadilla	\$ 1.75
❖ Grilled Tuna Melt	\$ 3.50	Chicken Quesadilla	\$ 3.00
❖ Philly Cheese Steak	\$ 3.50	French Fries	\$ 1.50
❖ Pastrami	\$ 3.50	Chili Cheese Fries	\$ 2.75
❖ Grilled Ham & Cheese	\$ 2.75		

Hot Entrées:

❖ Lasagna, green salad, garlic bread	(Priced from \$ 4.00 - \$ 5.00)
❖ Salisbury Steak, mashed potatoes, salad	
❖ Meatloaf, macaroni & cheese, salad	
❖ Fried Chicken, mashed potatoes, salad	

Mexican Food Bar:

❖ Chicken/Beef Burritos	\$ 2.75	Extra Cheese	\$.45
❖ Bean Burritos	\$ 1.25	Extra Chicken/Beef	\$.50
❖ Bean Tacos	\$.89	Extra Pico de Gallo	\$.35
❖ Chicken/Beef Tacos	\$.89		
❖ Nachos	\$ 1.75		
❖ Chicken/Beef Nachos	\$ 2.99		
❖ Beans/Rice	\$.30		
❖ Jalapenos	\$.25		

Italian Bar:

❖ Selections of variety of pastas with choices of sauces: alfredo, pesto, marinara)	\$ 2.49
❖ Meatballs/Chicken/Sausage as toppings each	\$ 1.00

Asian Bar:

❖ Beef or Chicken Chow mein, noodles, teriyaki chicken/beef, egg rolls, sushi rolls	\$4 - \$5.00
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SAMPLE MENU CONCEPTS

Self-Service Baked Potato Bar:

- ❖ Plain potato \$ 1.60
- ❖ Potato plus toppings: broccoli, cheese, bacon, chili, sour cream, \$ 2.98

Salads:

- ❖ Pre-packaged: Cobb, Caesar, Chicken Caesar, Chinese Chicken, Antipasto. \$ 4.25
- ❖ Enhanced Salad Bar (Larger variety than what is presently offered) per ounce \$.32
- ❖ Large Fruit Salad \$ 2.75

Sandwiches:

- ❖ Roast Beef, Turkey, Tuna Salad, Egg Salad, Club (6 inch) \$ 3.45
- ❖ (12 inch size of the same sandwiches) \$ 5.45

****note: see layout drawing for food station set-up

BEVERAGE SELECTION

Bottled Water

Aquafina 20 oz.	\$1.10
Aquafina 1 ltr.	\$1.70

Sodas

Regular size	\$1.19
Large size	\$1.49
X-Large	\$1.70
Pepsi Bottle	\$1.25
Pepsi can	\$ 1.00

Coffee

Frappucino	\$2.25
Small Capp.	\$1.25
Med. Capp.	\$1.65
Large Capp.	\$1.85

Small cup	\$1.10
Medium cup	\$1.70
Large Cup	\$1.90

Tea

Assorted Tea Bags offered \$.75

Juices \$ 1.65

V-8
Tomato
Apple
Orange
Cranberry

Sobe \$ 2.25

Part III

PERSONNEL STAFFING AND MANAGEMENT

We envision on a daily basis, five full time day staffers with one food service director, one full time night staff with one assistant, one part-time employee to bus tables and small chores to maintain cleanliness, and restocking around the food service area with cashiering possibilities (could be a College of the Desert Student) the food service director's duties will include cashiering when needed, customer service and maintaining the organizational structure of the staffing. The manager will be responsible for maintaining inventory levels, problem solving immediate concerns, AP/AR, analyzing customer volume, and to ensure a smooth operation of the convenience store. Our food service director is not inundated with paperwork which allows them more hands-on direction in the daily operations.

Organizational Charting

Owner/Bob Staniskis

Qualifications:

45 years Restaurant/Educational Feeding

District Manager: Lisa Lo Grande

Qualifications:

20 years Restaurant Management/Fast Food Experience

B.S. Business Management, B.A. Accounting, Pepperdine University

Possible On-Site Manager: Dave McDonald

15 years Experience in Hospitality & Food Service

B.A. Communications, C.S.U. Fullerton

M.A. Communications, University of Memphis

Possible Assistant Manager: Karen Ochs

15 years Experience Managing Food Educational Facilities

Part-Time Staff: Cashiers, Student Employees

ON-SITE MANAGEMENT TEAM

AS YOU KNOW, ONE OF THE MOST IMPORTANT FACTORS IN THE SUCCESS OF ANY FOOD SERVICE OPERATION IS THE QUALITY OF ITS ON-SITE MANAGERS. S&B Foods has built a comprehensive system that ensures the hiring of the strongest candidates. We continually train them to reach and consistently display their maximum potential on behalf of institutions like Cerritos College, Saddleback College, and El Camino College, and we provide unmatched opportunities for personal and professional development that keeps them with us and with you for the long term.

It begins with our recruitment efforts. S&B Foods has worked hard to build a reputation for quality, professionalism, and integrity, and this hard-won reputation attracts a steady stream of like-minded candidates. In addition, we pursue a continuous recruitment program to find the best people available. One of the most innovative, for example, is our referral program, which encourages our own managers to recruit those who they believe embody the same skills that have made them successful.

Once candidates are identified, they undergo one of the most aggressive screening programs in the industry today. Other interviews ensure that the person has the skills and attitudes necessary to thrive in a college and college campus environment, as opposed to, for example, a corporate environment. To date, thousands of unit managers, general managers and district managers have undergone these interviews, and of the relatively small percentage hired, resulting performance levels and success rates are significantly above industry averages.

Once on board, all S&B Foods managers participate in the "First 90 Days" program, introducing them to the basics of college and educational food service and the S&B Foods way. But this is only a beginning---all managers continually participate in management training programs, bolstering their skills and keeping them cutting edge. They are trained in areas including leadership and people management, business and finance, cooking and preparation principles, food safety and sanitation, sensitivity and diversity issues, and a host of skill development programs including time management, making presentations, stress management, business writing, team building, hiring and interviewing, employee counseling and more.

And, they learn practical Total Quality Management principles and measurement techniques to use in the drive toward continuous improvement on-site. Training is always ongoing and managers regularly consult with their supervisors to "lay out" the best path of future training to meet their career goals and make them most effective on-site.

Once we've invested so much in hiring our managers and helping them reach their full potential, it makes sense to keep them for the long term. That's why we offer a compensation package that's second to none, including, for your general manager, a generous incentive program that further rewards top performers.

Part IV

LABOR AND TRAINING PRACTICES

S & B's training program is done at El Camino Community College, which includes all entry-level food service and production personnel.

Within the first 6 months:

- ❖ Team building
- ❖ Safe food handling/food born illness/prevention/awareness
- ❖ General equipment safety
- ❖ Equipment safety specific to work area
- ❖ Personal hygiene and sanitation
- ❖ Hand washing and appropriate use of gloves
- ❖ Uniform policy
- ❖ Safety awareness

- ❖ Customer service maximum standards
- ❖ S & B production standards
- ❖ How to use S & B Foods standardize recipes
- ❖ Merchandizing products
- ❖ Clean as you go program implemented and enforced
- ❖ Opening and closing check list implemented and utilized
- ❖ Weekly sanitation "FACE LIFT" tours with corrective action

Communication program to be implemented in the first twelve months:

- ❖ Refrigerator temperature logs
- ❖ Nutritional information
- ❖ Semester cycle menu

After the first twelve months:

- ❖ Fire safety
- ❖ Chocking and first aide
- ❖ Safe lifting procedures
- ❖ Accident prevention
- ❖ Customer service: what is customer service and customer satisfaction
- ❖ Creating displays that sell-line and bulk
- ❖ Educational pamphlets for students on healthy eating habits
- ❖ Waste prevention: Production sheets, usage logs, leftover logs
- ❖ Minimum sanitation standards: State, Federal and S & B Foods
- ❖ Cleaning schedules, creating and implementing: daily, weekly and monthly

New management trainees are coupled with current managers and receive on the job experience learning how to deal with customers, employees and administrative staffing. They learn by "hands on experience" until they are deemed really to manage independently.

Part V

SANITATION AND SAFETY

Each of our employees is trained to follow the guidelines listed below regarding sanitation:

- ❖ Without fail, hands and fingernails are scrubbed after using the toilet, after smoking, touching dirty equipment or clothes, blowing their nose or touching face or hair and after touching any other unsanitary surface.
- ❖ Employees are instructed to keep fingernails neatly trimmed.
- ❖ Hair must be restrained with a hair net to ensure that no hair will fall into prepared foods.
- ❖ All cuts and abrasions are free of infections and covered at all times. Bandage with a waterproof, leak-proof protector (such as a tight fitting glove).
- ❖ Washing of hands between handling raw food and cooked food.
- ❖ Keep bodies and hair sufficiently clean so that there will be no temptation to scratch the body and contaminate hands while handling food or food contact items.
- ❖ Notify the supervisor if illness occurs so that they may be excused from work.
- ❖ Do not wash hands in sinks that are used to clean foods and food equipment, or by using wiping cloths to remove perspiration.
- ❖ Always keep hands away from mouths, nose, hair and any skin infections.
- ❖ Uniforms must be kept cleaned and pressed at all times. Soiled clothing is unacceptable.
- ❖ Only eat in designated areas. Eating of food while preparing it is unacceptable and considered contaminating.

Employees are instructed monthly in OSHA safety practices with a written test after each class. Tests are filed on the site premises and can be viewed by Cerritos Community College officials at any time. Employees are certified with Food Handlers Permits.

Security Measures:

- ❖ Monetary-S & B Foods will install a permanent safe which will retain cashiers bank of a maximum of \$150.00 per shift.
- ❖ Sales receipts will be deposited on a daily basis.
- ❖ Security measures for food products will consist of weekly inventory control checklist.
- ❖ Food products will be monitored to ensure freshness by daily rotation of products.
- ❖ Temperature logs will be kept and posted along side of refrigerators and freezers.

POLICIES AND PROCEDURES FOR CASHIERS

- 1.) Cashier is responsible for \$ _____ bank.
- 2.) Filling out and signing an overring voucher with written explanation of error.
 - a. Pressed wrong button.
 - b. Customer did not want item.
 - c. Customer did not have enough money.
- 3.) Any cash pay outs are to be attached to a cash pay out voucher. Making sure invoice # corresponds with invoice # on the bill to be paid. This is very important.
- 4.) Cashier is responsible for any overage or shortage of \$5.00 or more. Cashier will receive
 - a. First error (over or under) \$5.00 - verbal warning from the manager (Note: a managers note should be placed in the employees file.)
 - b. Second error (over or under) \$5.00 - Written Employee Warning Notice placed in employee's personnel file - (cash short only) monies will be deducted from employee's pay check.
 - c. Third error (over or under) \$5.00 - Notice of Termination will be given - (cash short only) monies will be deducted from (final) employee's pay check.
- 5.) Each cashier is assigned a cashier number or letter, you are to press this number when you start so that we know which sales are yours. This number is confidential.
- 6.) Each item must be entered under proper department -
 1. Bakery
 2. Beverage
 3. GrillThis is mandatory and if our procedure is not followed you as a cashier are subject to dismissal..
- 7.) Each time a sale is made the cash drawer must be closed.
- 8.) Each cashier is responsible for stocking and cleaning the front of our store that is -
 - a. Reach in, bottle drinks and milk.
 - b. Cleaning all machines.
 - c. Refill all baskets and hot dog machine.
 - d. Maintain salad bar.
 - e. Sweeping and clean counters.
- 9.) Cashiers must be clean and dressed neatly at all times.
- 10.) Be courteous at all times and remember the two key words - PLEASE and THANK YOU.

Signature

Date

FOOD PRODUCTION

Manager _____
 Unit No. _____
 Unit Name _____
 Client _____

Date _____
 Copies: Mgr., Client.

MENU

	<u>Yes</u>	<u>No</u>
1. Menu cost in balance to selling price/budget	___	___
2. Menu items complete in variety, color and garnishment	___	___
3. Menu in balance with production equipment	___	___
4. Menu in balance to utilize leftovers where possible	___	___
5. Menu records properly filed for future reference	___	___

FOOD PREPARATION

6. All ingredients measured or weighed	___	___
7. Hot foods are taste tested by manager prior to service	___	___

FOOD TEMPERATURES

8. Storage: Frozen Food	-10° or 0°	___	___
Refrigerated	40° or 38°	___	___
9. Holding: Bain Marie or Thermotainer	200°	___	___
10. Serving: Soup, coffee, tea, cereal	170° & above	___	___
Sauces, food in sauce	170° & above	___	___
Mash: potatoes, rice, noodles	160° & above	___	___
Vegetables	155° & above	___	___
Meat (medium cooked)	145° & above	___	___
Meat (other)	155° & above	___	___
Salads	45° or below	___	___
Cream pies, cakes, pudding	45° or below	___	___
Fruit pies, cake	60° - 70°	___	___

Has an action been initiated to correct deficiencies noted? ___
 If yes, please attach. ___
 Has a copy of this report been shared with client/admin. ___

Notes: _____

Signed: Manager _____ V.P. _____

SUPERVISORY UNIT CONDITION REPORT

Manager _____
Unit No. _____
Unit Name _____
Client _____

Date _____
Copies: Mgr., Client.

=====

PURPOSE OF VISIT:

DETAIL REPORT(S) to be completed on this visit (check One):

Client/Customer Satisfaction	_____	Material Management	_____
Food Production	_____	Audit	_____
Personnel Development	_____	Maint./Security	_____
Admin. Responsibilities	_____	Sanitation/Safety	_____
Service Standards	_____		

Briefly describe the general condition of the following areas not covered by today's detail report, including sanitation, physical appearance, personnel, merchandising, security and unit controls, etc.:

1. Kitchen, Receiving and Storage: _____

2. Service Area: _____

3. Food Services Office (weekly reporting and controls): _____

4. Dining Room: _____

Areas discussed with the Client: _____

On this visit, did you contact the client? (Yes or No)
Has action been initiated to correct deficiencies noted? If yes, please attach.
Has a copy of this report been shared with client/administrator? (Yes or No)

Notes: _____

Signed: Manager _____ V.P. _____

Part VI

COMMISSION AND FINANCIAL

S & B Foods proposes to pay 10% commission on all Cafeteria sales, catering sales, and any vending that we install. We guarantee annual commission of \$50,000 or 10% commission of all sales, whichever is higher.

S & B Foods will invest a minimum of **\$46,000.00** in the first year for capital improvements. (See Part II for detail)

PURCHASING STANDARDS

Our Purchasing Services group provides regional support to our operational divisions. Because of Purchasing's systems and controls, our resident managers are able to commit more time to their daily operation and serving their customers.

S&B Foods applies four criteria to determine the vendors who will provide the optimum package of quality products at equitable prices:

- ❖ Quality
- ❖ Price Competitive
- ❖ Service Capability
- ❖ Integrity of the Vendor

To provide customer satisfaction, Purchasing Services will:

- ❖ Negotiate and leverage cost-effective purchasing terms
Through regional contracts.
- ❖ Define and communicate purchasing standards and practices.
- ❖ Honor the services of local vendors when deemed appropriate.
- ❖ Audit distributors for compliance to contract terms and quality assurance practices.
- ❖ Offer competitive pricing based on quality and service.

S&B Foods makes no compromise on the quality of products we purchase. Our vendors understand and must comply with our defined standards and expectations. Delivery of fresh, wholesome fruits and vegetables, meat, poultry, fish, dairy items, and other food products are the ingredients we need to serve our customers every day.

These are the requirements and every day guidelines set forth by S&B Foods.

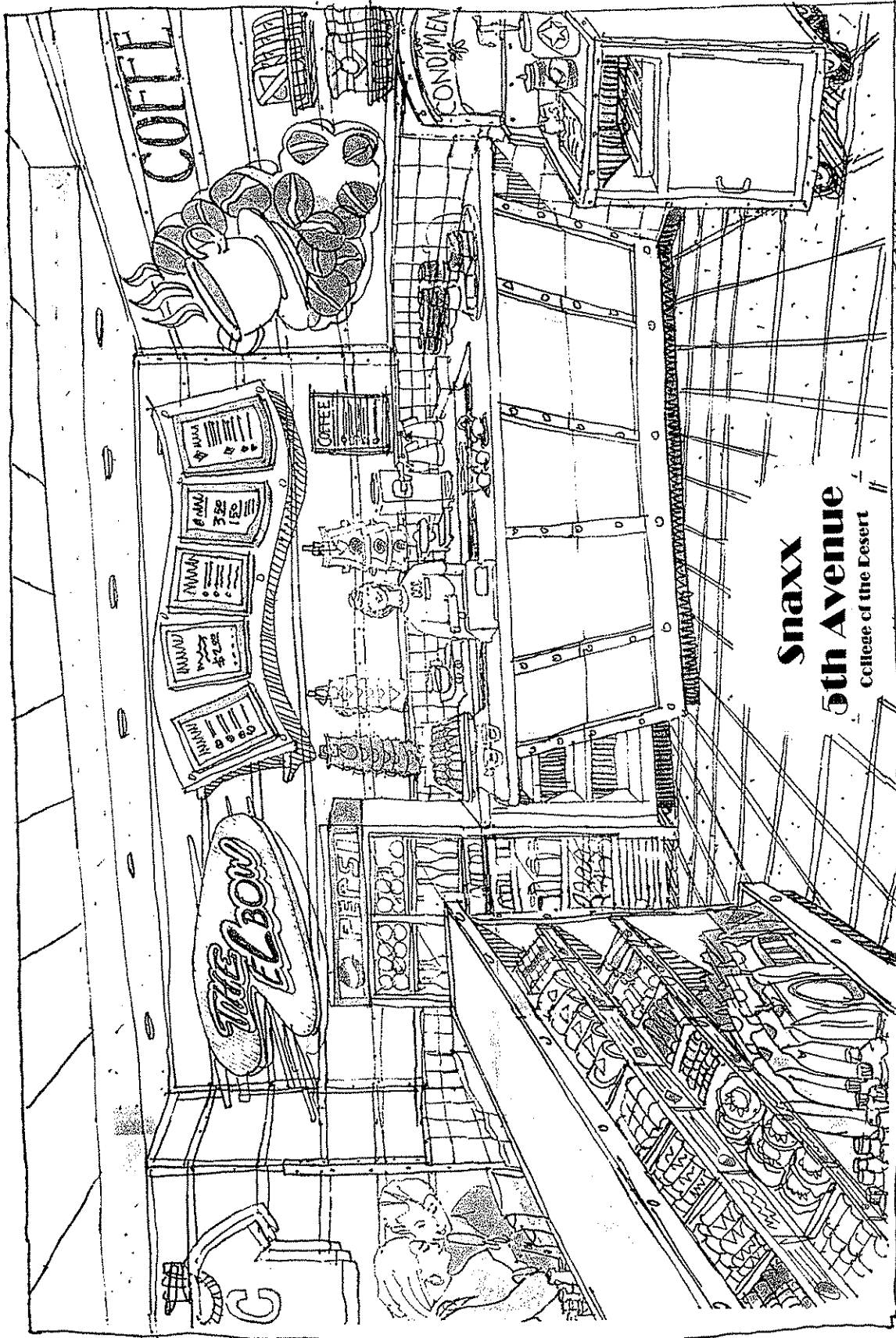
S&B Foods standards require using the highest quality ingredients in our recipes whenever possible. We make no compromise on the quality of raw products, produce, seafood, etc. The following are the guidelines we use in setting our specifications.

MINIMUM FOOD STANDARDS

S&B Foods shall meet or exceed the following minimum standards for any food products which will be served.

Shown below are the minimum standards as included in the RFP. These standards will in all cases be met or exceeded:

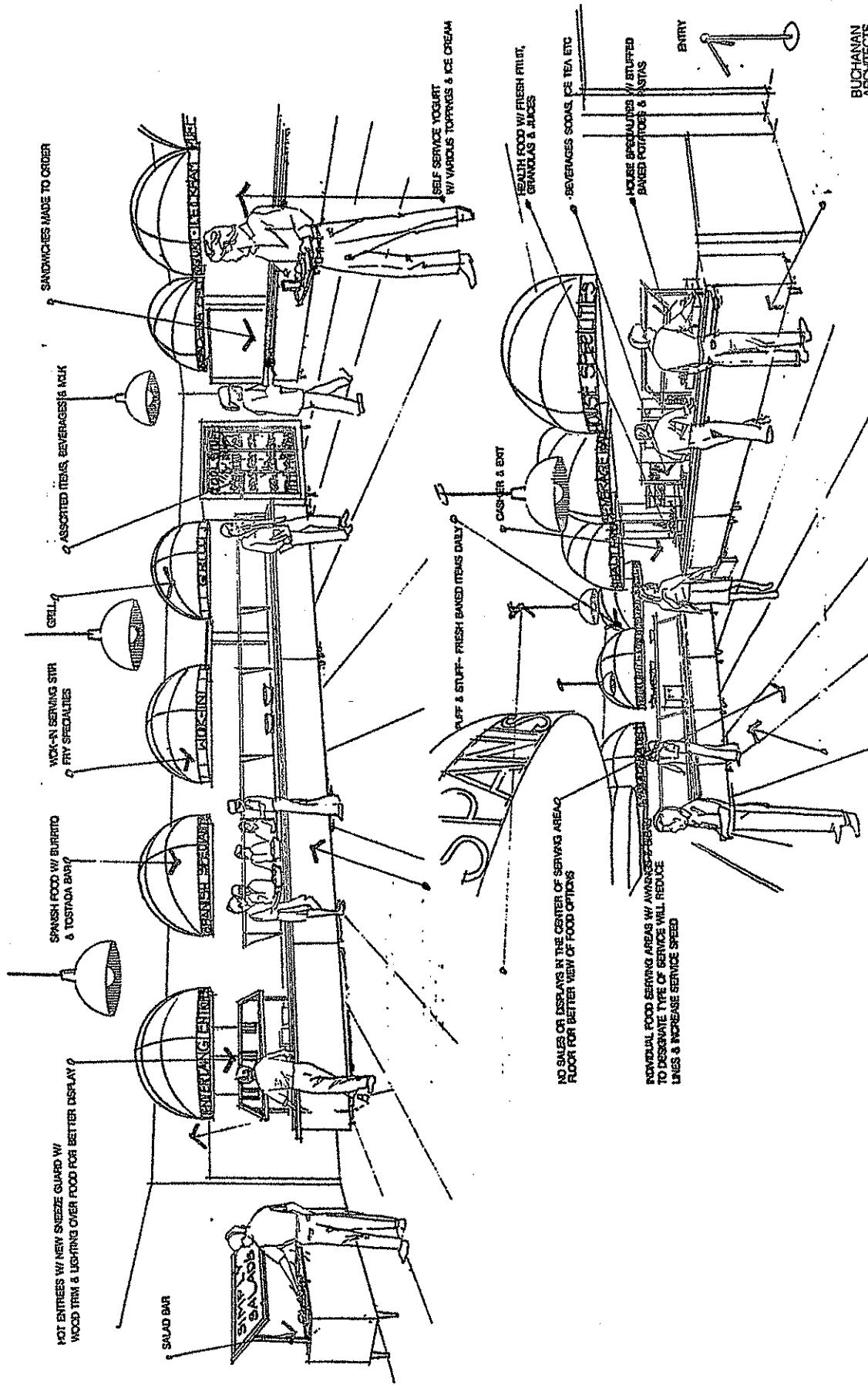
- ❖ Meat (Dry Heat Cooking) USDA No. 1.
- ❖ Meat (Moist Heat Cooking) USDA No. 1.
- ❖ Poultry, Seafood – U.S. Grade A.
- ❖ Eggs – U.S. Grade A, medium size.
- ❖ Pure Ground Beef – USDA Utility or better, not to exceed 20% fat.
- ❖ Fresh Fruit and Vegetables – USDA No. 1.
- ❖ Canned Fruits, Vegetables, Juices – USDA Grade A Choice or fancy.
- ❖ Frozen Fruits, Vegetables, Juices – USDA Grade A.
- ❖ Dairy Products, Cheese, USDA Grade A.



Snaxx
5th Avenue
College of the Desert

4-11-91/02

AMEMAN AIA



HOT ENTRIES W/ NEW SNEEZE GUARD W/ WOOD TRIM & LIGHTING OVER FOOD FOR BETTER DISPLAY

SPANISH FOOD W/ BURRITO & TOSTADA BAR

MEXICAN FRY SPECIALTIES

WICK-N-SERVING STIR FRY SPECIALTIES

GRILL

ASSORTED ITEMS, BEVERAGES & MILK

SANDWICHES MADE TO ORDER

SALAD BAR

SPANISH

STUFF & STUFF- FRESH BAKED ITEMS DAILY

CASHIER & EXT

NO SALES OR DISPLAYS IN THE CENTER OF SERVING AREA TO DESIGNATE TYPE OF SERVICE WILL REDUCE LINES & INCREASE SERVICE SPEED

HOUSE BAKED PASTAS

COUNTER FOR HOUSE SPECIALTIES

HEALTH FOOD W/ FRESH FRUIT, GRANOLAS & JUICES

BEVERAGES SODAS ICE TEA ETC

HOUSE BAKED PASTAS

ENTRY

BUCHANAN
ARCHITECTS
&
ASSOCIATES
PLANNING & ARCHITECTURE
418 S 3RD ST. ANAHEIM BEACH
1982

CAFETERIA SERVING AREA

**ACCOUNT REFERENCES
PROPOSAL SUBMITTAL REQUIREMENTS
S&B FOODS**

NAME EL CAMINO COLLEGE
CONTACT PERSON LINDA NELSON
AREA CODE/TELEPHONE NO. (310) 660-3381
OPENING DATE 2002
ANNUAL VOLUME \$1,400,000
PATRONAGE POPULATION 27,000

NAME VALLEY CHRISTIAN HIGH SCHOOL & MIDDLE SCHOOL
CONTACT PERSON PRINCIPAL JASON SCHROCK
AREA CODE/TELEPHONE NO. (562) 865-6519
OPENING DATE 2002
ANNUAL VOLUME \$250,000
PATRONAGE POPULATION 1,050

NAME JOHN BOSCO HIGH SCHOOL
CONTACT PERSON MARTY DUSSERE, BUSINESS MANAGER
AREA CODE/TELEPHONE NO. (562) 920-1734
OPENING DATE 2002
ANNUAL VOLUME \$300,000
PATRONAGE POPULATION 1,200

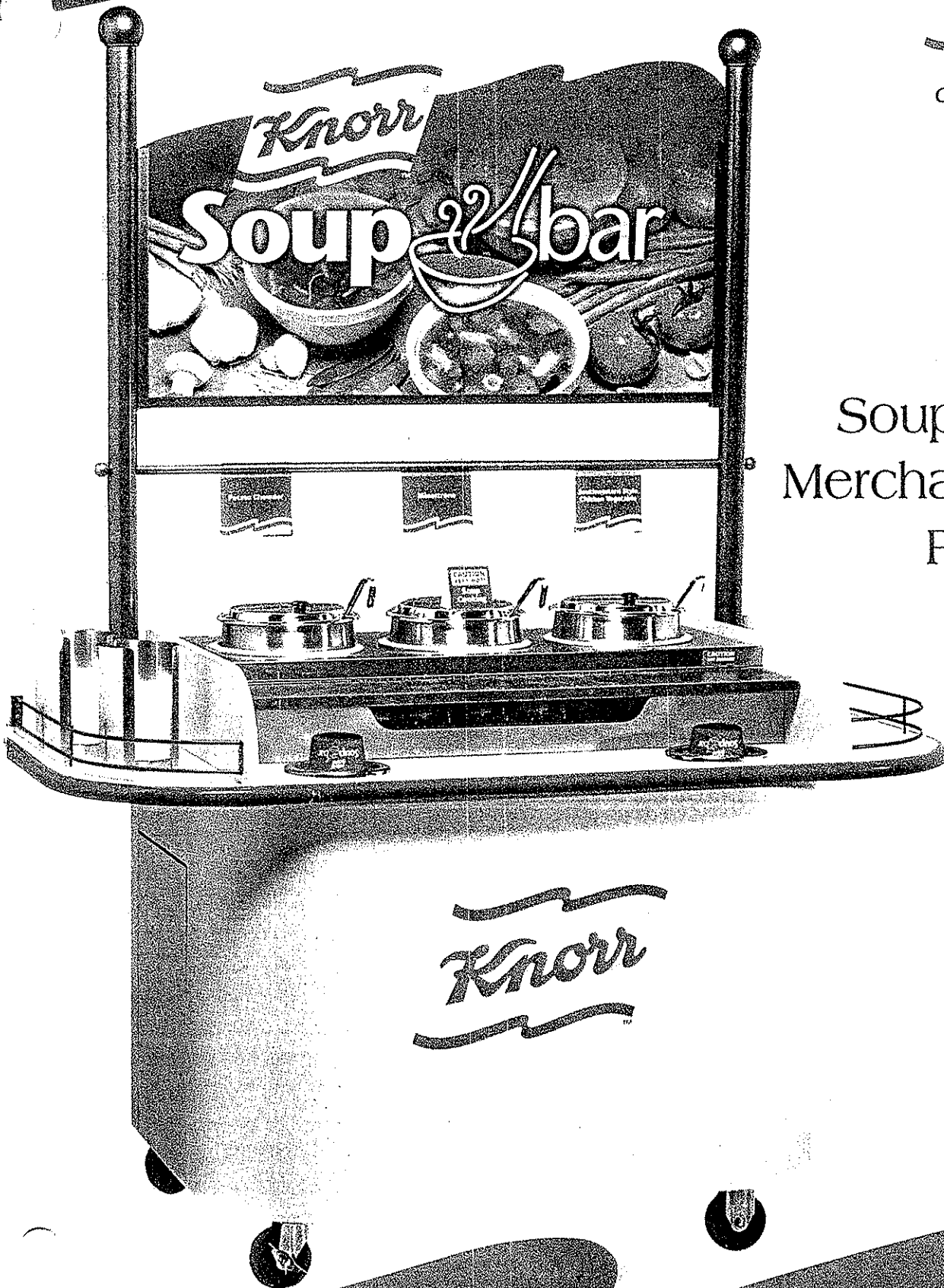
NAME CERRITOS COLLEGE
CONTACT PERSON JENNY HO, PURCHASING DIRECTOR
AREA CODE/TELEPHONE NO. (562) 860-2451
OPENING DATE JULY 1, 2004
ANNUAL VOLUME \$550,000
PATRONAGE POPULATION 24,000

NAME SADDLEBACK COLLEGE (Former Sodexo Account)
CONTACT PERSON RAUL VILLALBA, DIRECTOR OF
FACILITIES/PLANNING & PURCHASING
AREA CODE/TELEPHONE NO. (949) 582-4680
OPENING DATE JULY 1, 2004
ANNUAL VOLUME \$600,000
PATRONAGE POPULATION 23,000

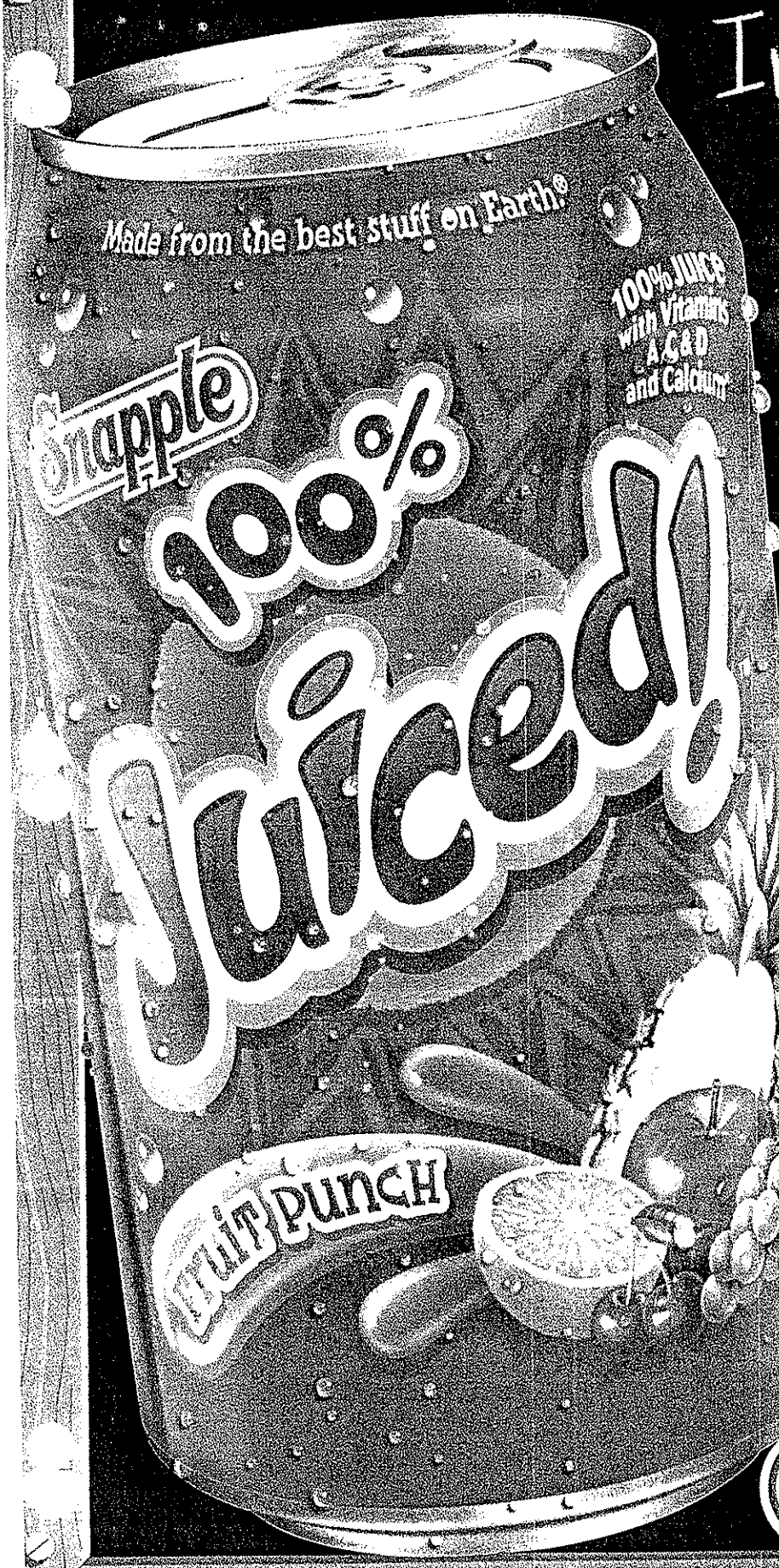
ADDITIONAL REFERENCES AVAILABLE UPON REQUEST

Knorr

Enhance Your
Culinary Expertise.™




Soup & Chili
Merchandising
Program



Introducing
Snapple
100%
Juiced!™

cool for
school

A+


Snapple®

Unique as you want to be...

- Any size or shape

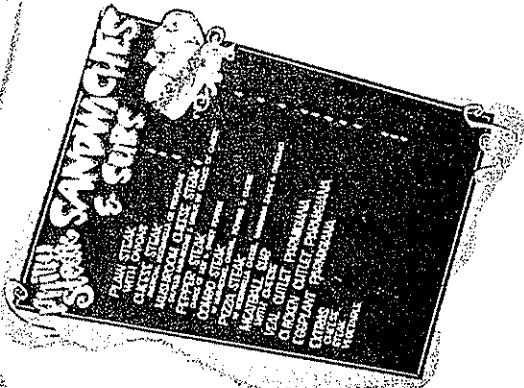


- Any art style
- Cartoon
 - Realistic
 - Traditional
 - Unconventional

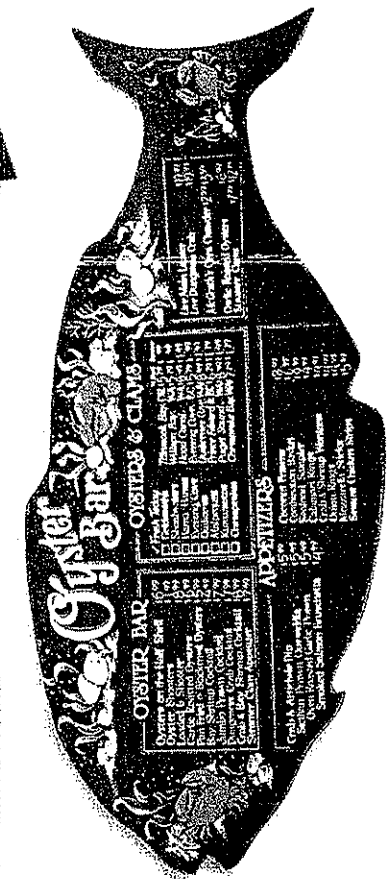


Velcro panels for adding your own specialty menu items

- Variety of framing choices and custom backboards

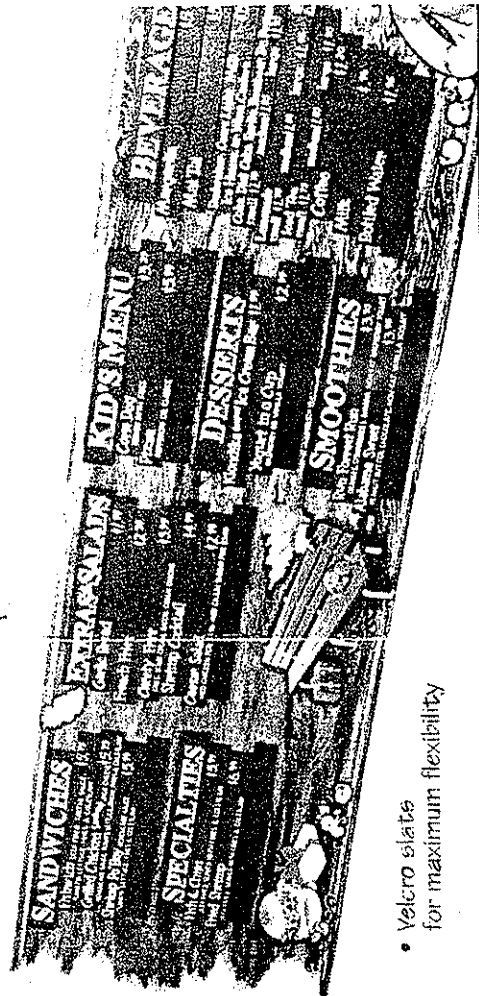


- Innovative sealing process protects artwork from smudging
- Special sealant helps protect outdoor signage from the elements

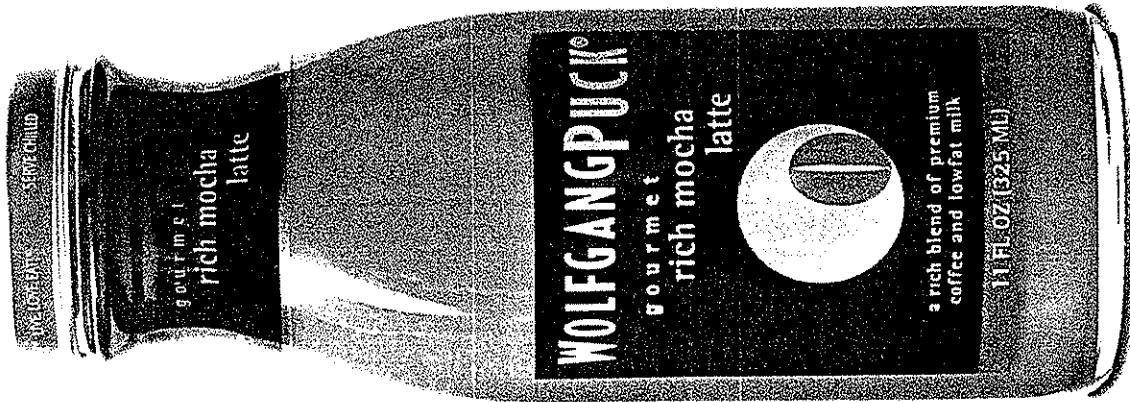


- Erasable chalk prices

- Velcro slate for maximum flexibility



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SPRING WATER

MAKES A

BIG SPLASH



From the Makers of Snapple Beverages.

ADVANTAGES OF S & B FOODS

S & B Foods' will have a large financial investment in College of the Desert future and the Operations Manager will be on-site daily, to help ensure a quality program. This "hands-on" approach to food service ensures guaranteed success with the following advantages:

- ❖ Students, staff, and faculty can communicate directly with the Operations Manager to solve any situations or concerns immediately.
- ❖ Avoidance of long 'corporate' delays that occur with larger companies.
- ❖ Increased personalized serviced with focus on detail of your College needs.
- ❖ Ability to cater meetings and functions with a high level of professionalism and presentation.
- ❖ Flexibility gained by maintaining a 'small business' outlook and hands-on work ethic.
- ❖ Expertise in dealing with food service committees to work for a common goal.
- ❖ Quality service and friendly personnel help establish a working rapport with students, staff and faculty.
- ❖ Lower operating costs derived from a personalized program result in higher profits for the school.
- ❖ Flexibility in all phases of campus food services operation.
- ❖ Assurance of warm, friendly service and quality food.

S & B Foods can provide a service for College of the Desert today, while helping develop a food service program that will meet with your requirements for tomorrow. We have an excellent knowledge of the principles and practices of successful food administration-

- ❖ Proper procedures and equipment used for preparation, cooking and serving of food.
- ❖ Food values including food combinations and economical substitutions that may be made.
- ❖ Serving food that is attractive to students as well as delicious and nutritious.
- ❖ Proper supervision and training of all food service staff.

We have the ability to direct the operation of all phases of food service operation; prepare menus and write specifications for foods, supplies and equipment. We examine bids and determine the most advantageous ones, analyze and interpret financial and operational data; establish and maintain cooperative and effective relationships with those contracted in the course of work.

Goals & Objectives

In the previous pages, we have outlined our plan to provide College of the Desert with a campus program that will meet your strategic objectives through planning, marketing, and providing the best in food services.

If our proposal appears ambitious, we're pleased, as we plan to spend upwards of **\$46,000.00** on renovations and equipment. We understand that you will accept nothing less than excellence in menus, service, management and accountability. And we intend to perform with excellence in every aspect of our service to you.

As you know, however, a proposal is only as good as the certainty that it will be carried out. S & B Foods makes a commitment to College of the Desert that we will implement the components of this proposal, that we will be fully accountable for our performance and that **your** goals and objectives will become **our** goals and objectives.

We can make this commitment because we have a solid history of combining local management expertise with our corporate resources to satisfy food service clients throughout Los Angeles and Orange Counties.

Our sales team appreciates the openness and cooperation shown by College of the Desert in providing the information we needed to ensure that we understood your unique requirements and opportunities.

We're sure that in the course of your evaluation you will want to ask questions and request more detailed information about certain aspects of our proposed services. Please call or write anytime we can be helpful. We welcome your examination of our ability to deliver on the commitments we've made in this proposal.

For example, please feel free to request meetings with any or all members of the S & B team who will be working with College of the Desert. Or, you may wish to visit another S & B Foods-served campus and talk with administrators about our services. We will be glad to arrange such a visit at your convenience. This is the S & B Foods Performance Guarantee!!