

MANAGEMENT AND OPERATIONS AGREEMENT

This Management and Operations Agreement ("Agreement") is made and entered into as of this 23rd day of May, 2011 ("Effective Date"), by and between MT. SAN ANTONIO COLLEGE AUXILIARY SERVICES CORPORATION, a non-profit 501(c)(3) ("Auxiliary"), and SODEXO AMERICA, LLC, a Delaware limited liability company ("Sodexo"), who agree as follows:

WHEREAS, Auxiliary maintains food service facilities and operations for the benefit of students and employees of the Mt. San Antonio Community College District ("College District") pursuant to an agreement titled "Master Agreement by and between Mt. San Antonio Community College District and Mt. SAC Auxiliary Services" and the amendments thereto (collectively ("Master Agreement")); and

WHEREAS, Auxiliary desires to contract with and rely upon persons who are specially trained, experienced and competent to furnish special services and advice in the areas of the administrative, financial, economic and operations aspects of food service operations, including, but not limited to special services and advice in connection with ordering, purchasing, storing, issuing, preparation, distribution and merchandising of food and beverage items; and

WHEREAS, the Auxiliary solicited proposals pursuant to that document titled Request for Proposal for Food Services Management for Auxiliary Services (RFP #2878) ("RFP"); and

WHEREAS, Sodexo responded to the RFP and was selected by the Auxiliary to manage and operate Food Service, as defined below; and

WHEREAS, Sodexo is a recognized expert in those administrative, financial, economic and operational areas and aspects of food service operations, having on its staff persons who are specially trained and competent to furnish the special services and advice required and described above.

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Auxiliary retains Sodexo to manage and operate Food Service, as defined below, for College District's students, faculty, staff, employees, visitors and invited guests.

1.2 Independent Contractor. This is not an employment contract. Sodexo's relationship with the Auxiliary will be that of an independent consultant and not that of an employee or supervisor. Sodexo will not be eligible for any employee benefits, nor will the Auxiliary make deductions from payments made to Sodexo for taxes, all of which will be Sodexo's responsibility. Sodexo agrees to indemnify and hold the Auxiliary harmless from any liability for, or assessment of, any such taxes imposed on the Auxiliary by relevant taxing authorities. Sodexo will have no authority to enter into contracts that bind the Auxiliary or create obligations on the part of the Auxiliary. Sodexo is an independent contractor and is

responsible for providing Unemployment Insurance and Worker's Compensation coverage for Sodexo's employees and for payment of all federal, state and local payroll taxes for and on behalf of Sodexo's employees. Sodexo retains control of its employees with respect to all matters.

1.3 Regulations and Policies. Auxiliary shall direct Sodexo to the online location of or provide Sodexo with copies of the College District's existing applicable board policies, administrative regulations, guidelines and collective bargaining agreements (collectively "Regulations and Policies") relevant to the services provided by this Agreement. Sodexo shall be responsible for complying with any applicable Regulations and Policies. This Agreement is subject to and shall not conflict in any way with the Master Agreement.

1.4 General Auxiliary Expectations for Sodexo. Although not an exhaustive list, the following are general desires and expectations of the Auxiliary regarding Sodexo's performance under this Agreement. The Auxiliary expects that Sodexo will successfully provide interesting, inventive, high quality and cost effective food, dining and convenience store services at the Mt. San Antonio College Campus, including labor, management, supervision, supplies, materials, and additional equipment. Sodexo's services should complement and enrich the educational experience enjoyed by students and staff and should improve the diversity and quality of affordable food offerings. Sodexo is expected to participate in the College District community and participate and partner with the internship and work study programs. Satisfaction of these expectations is material to the performance of this Agreement.

1.5 Transition and Expectations Meetings. Auxiliary and Sodexo shall participate in a transition meeting in accordance with Exhibit "A," attached hereto and incorporated by this reference, within thirty (30) days of the Effective Date. Additionally, during the first year of the Agreement, Auxiliary and Sodexo agree to meet quarterly to participate in meetings directed toward the achievement and promotion of excellence in customer service ("Expectation Sessions"). Thereafter, Auxiliary and Sodexo agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

ARTICLE II DEFINITIONS

2.1 Accounting Period. The accounting period shall be based on a fiscal year accounting period that commences on July 1st of each year and ends on June 30th of each year ("Fiscal Year"), with current Fiscal Year being July 1, 2010 through June 30, 2011. Sodexo's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

2.2 Campus. The Mt San Antonio Community College Campus located at 1100 North Grand Ave., Walnut, CA 91789, which includes the stadium and any concession stands located adjacent to the Campus, as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

2.3 Campus Customers. Mt. San Antonio College (students, staff, faculty and visitors), Mt. San Antonio College Auxiliary and Mt. San Antonio College Foundation are the client customers for food services provided on the Campus.

2.4 Charge. A fee established by Sodexo for goods or services provided by Sodexo to its customers.

2.5 Days. Calendar days unless otherwise stated.

2.6 Food Service. The preparation, service and sale of food, beverages, goods, merchandise, with merchandise defined as 882 Scantron sheets, blue books and # 2 pencils, and other consumable items on the Premises. Food Service shall include the following:

- 1) Retail Sales of consumable items and specified non-consumables
- 2) Catering, which shall include all catering contracts in effect as of the July 1, 2011.
- 3) Concessions.
- 4) Child Development Center, pursuant to the "Agreement to Furnish Food Services" dated July 1, 2010.
- 5) Kid's College, a 4th grade through 9th grade summer program which runs from June 27th through August 4th, Monday through Thursday. Kid's College shall be operated consistent with past practice including placing the menus on the internet to allow the parents order via an on-line form at a price of \$6.00 per meal including milk or beverage.

2.7 Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service operation, including sales taxes.

2.8 Net Sales. Gross Sales, excluding sales taxes.

2.9 Premises. Auxiliary's Food Service facilities, excluding Carl's Jr., located at the Campus, as detailed in Exhibit "B" attached hereto and incorporated by this reference, including Childhood Development Center, Infant Center, Campus Café, Common Grounds, Mountie Grill, Mountie Stop, Quick Stop (currently unavailable), Short Stop, Prime Stop, Express Stop, Stadium Concession Stand and other concession stands.

2.10 Smallwares. Pots, pans, cookware, containers, dishware, glassware, flatware, utensils, measuring tools, serviceware for catering including push carts, dishware, glassware, serving trays, heating servers and flatware; and similar items.

ARTICLE III
TERM AND TERMINATION

3.1 Term and Termination.

A. The term of the Agreement is five (5) years ("Initial Term"), commencing on July 1, 2011. However, the parties acknowledge and agree that Sodexo shall have access to the Premises effective May 23, 2011 to commence renovations but shall not be required to provide Food Service until the first day of the term. The Parties may mutually agree to renew the Agreement for one additional five (5) year term ("Renewal Term"). Either Party may terminate the Agreement during the Initial Term or Renewal Term as set forth herein.

B. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) business days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity. In the event of a threat to health and/or safety of persons or property, Sodexo shall remedy the issue within 24 hours, or sooner if required by law. If the issue cannot be remedied within the required time, the District may take any and all action necessary to protect the health and safety of persons and property, including, but not limited to, suspension of any sales, taking corrective action and/or termination of the Agreement, all at Sodexo's expense.

C. Sodexo may terminate this Agreement at any time upon six (6) months' prior written notice to the Auxiliary, to allow Auxiliary time to contract for alternate food services. Auxiliary may terminate this Agreement at any time upon ninety (90) days' written notice, as required under the Master Agreement.

3.2 Effect of Termination. All non-disputed outstanding amounts owed Sodexo shall become due and payable within thirty (30) days of notification of termination by Auxiliary or Sodexo. All non-disputed outstanding amounts owed the Auxiliary shall become due and payable within thirty (30) days of notification of termination by Auxiliary or Sodexo.

ARTICLE IV
EMPLOYEES

4.1 Sodexo Management Employees. Sodexo shall provide sufficient and qualified management employees to supervise all Food Service employees, including a Director of Food Services and Executive Chef.

4.2 Sodexo Non-Management Employees. All non-management hourly Food Service employees shall be Sodexo employees with the exception of any non-management employees identified in Exhibit C.

4.3 Personnel Obligations. Each Party hereto shall be solely responsible for all personnel actions regarding employees on its respective payroll. Each Party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and shall file all required documents and forms. Notwithstanding the above, Sodexo shall supervise up to four (4) Full-Time Auxiliary Employees, as set forth in Section 4.7 below. Each Party shall indemnify, defend and hold the other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying Party's responsibilities set forth in this Article 4.3.

4.4 Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each Party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances will Sodexo permit a request or suggestion by Auxiliary to place a particular manager in an account to override its non-discrimination policy.

In addition, Sodexo affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

4.5 Fingerprinting and Health Clearance. Sodexo acknowledges and agrees that any health or safety requirements established by the Auxiliary or College District and applicable to College District or Auxiliary employees, are similarly applicable to Sodexo agents and employees who enter onto any Premises, for any reason or at any time, subscribed herein. Prior to commencing work under this Agreement, all Sodexo employees shall be fingerprinted and shall provide proof of all required health clearances, including, tuberculosis clearance. The results of such clearances shall be placed into Sodexo's confidential personnel files. Sodexo shall not assign any persons to the Premises that have failed any of the foregoing clearances. Sodexo agents and employees shall wear an identification badge while on the Campus.

4.6 Fair Labor Standards. Sodexo agrees to comply with all Federal, State and local regulations governing or relating to conditions of employment for its employees, including, but

not limited to, the Fair Labor Standards Act, the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program.

4.7 Current Full-Time Auxiliary Employees. Sodexo shall employ and supervise at its expense up to four (4) identified Auxiliary employees ("Full-Time Auxiliary Employees"), that demonstrate satisfactory employee performance for a minimum period of twelve (12) months from the Effective Date of this Agreement, at which time Sodexo may continue the employment of these employees. During the twelve (12) month period, the four (4) employees shall retain full-time positions with appropriate salary and benefits, as set forth in Exhibit "C," attached hereto and incorporated by this reference. Sodexo shall train and review, and shall exclusively supervise, manage and direct up to four (4) Full-Time Auxiliary Employees identified in Exhibit C in the performance of the Food Services, in accordance with Sodexo's operating policies and procedures and in accordance with Auxiliary's employment (hiring, discharging, and disciplinary) practices. Auxiliary, as the general employer of the Auxiliary Employees, shall hire, discharge or discipline Auxiliary Employees upon Sodexo's reasonable request if such action is in accordance with Auxiliary's employment policies and procedures.

4.8 Current Part-Time Auxiliary Employees. Current part-time Auxiliary employees are available for Sodexo to interview and hire, at Sodexo's discretion.

4.9 Sodexo Employee Conduct. All Sodexo employees shall abide by all existing rules, regulations and policies of the College District, Auxiliary and Los Angeles County Health Department and any other applicable agency or entity while on the Campus. Sodexo shall be responsible for employee evaluations.

4.10 Certifications. Sodexo shall require certification that all food and beverage handlers providing services under this Agreement have taken and passed a food handler's preparation examination. Sodexo's Director of Food Services, Executive Chef and supervisors shall have and maintain a valid Serve Safe Certificate throughout the term of this Agreement. All costs associated with obtaining or maintaining these certificates shall be at the sole cost of Sodexo and not passed on to the Auxiliary.

4.11 Internship Program. Under the direction of the Director of Food Services, Sodexo shall provide 60 hour, 120 hour, 180 hour or 240 hour unpaid internships in partnership with the College District's Hotel & Restaurant Management Program. The internship may be provided in the kitchen, cafeteria line, cashiering area or as a barista/o at Common Grounds. The number of internships per semester shall not exceed eight (8). The Director of Food Services or Executive Chef shall oversee and supervise intern training and monitoring and shall participate in the preparation of student goals, internship goals, student evaluation, Hotel & Restaurant Management professor feedback, appropriate meetings and interns' final evaluation.

4.12 Work Study Program. Under the direction of the Director of Food Service and in partnership with the College District's Federal Work Study Program, Sodexo shall employ College District work study students in all areas of Food Services. Sodexo agrees to reimburse College District a portion, currently 75%, of the students' hourly rate of pay in cooperation with

the Federal Work Study Program. The parties agree to renegotiate the percentage on an annual basis.

4.13 Director of Food Services. Sodexo shall provide at least one (1) on-site Director of Food Services. The Director of Food Services assigned to the Campus shall be selected with the approval of the College District's Vice President of Administrative Services/President of Auxiliary Services Board of Directors. The person(s) shall not be changed more than once per year unless requested by the College District's Vice President of Administrative Services or mutually agreed upon and not without a thirty (30) day written notice. Replacement selection shall be made in a manner that is acceptable to the College. Sodexo shall provide the Auxiliary with contact information for the Director of Food Services, who shall be available during all business hours and available at any time, 24 hours a day, seven days a week, in case of emergency.

4.14 Executive Chef. Sodexo shall provide one (1) Executive Chef, reporting to the Director of Food Services, who will be responsible for managing and supervising the kitchens and food preparation, managing and creating the menu, directing Catering and other related activities.

4.15 Parking. Sodexo employees may obtain parking permits from the Department of Public Safety, in accordance with the rules and requirements set forth by the Department of Public Safety.

ARTICLE V

INVENTORIES, PREMISES, EQUIPMENT AND MAINTENANCE

5.1 Premises and Equipment. Auxiliary shall furnish at its expense, the Premises and Food Service equipment ("Food Service Equipment") existing at the time this Agreement is executed. Auxiliary shall also provide a furnished office space for the Director of Food Services and the Executive Chef in Building 8 and the Express Stop only, as existing at the time this Agreement is executed. Safes for the temporary holding of funds shall be available at the Premises, except safes shall not be available at Prime Stop and the Concession Stand(s). Sodexo shall take reasonable and proper care of the Premises and Food Service Equipment and shall return them at the conclusion of the Agreement in the same condition as they received them, reasonable wear and tear accepted.

Sodexo and Auxiliary shall inventory the Food Service Equipment provided by the Auxiliary. Auxiliary and Sodexo shall sign a written inventory list of such equipment which shall be attached hereto and incorporated by this reference as Exhibit "D". The inventory list shall note the condition of the Food Service Equipment as of the date the inventory list is completed.

For purposes of this Article, Food Service Equipment shall include equipment that is built-in or permanently affixed to a building or structure ("Group 1") and moveable and specialized equipment that plug in, is wired to a disconnect or is plumbed indirectly ("Group 2").

5.2 Condition of Premises and Equipment. The Premises and Group 1 Food Service Equipment provided by Auxiliary for use in the Food Service operation shall be in operable condition.

5.3 Equipment Costs. In addition to other costs set forth in this Agreement, Sodexo shall be responsible for the following costs:

- 1) Food products and kitchen supplies.
- 2) All linens, towels, and laundry service, and disposable supplies including but not limited to caterware, plasticware, paper plates, cups, paper towels and utensils.
- 3) Replacement of Auxiliary china, glassware, silverware and other small items as agreed upon at time of inventory.
- 4) Any costs associated with electrical upgrades required for additional Sodexo provided equipment.
- 5) Replacement, maintenance and cleaning of smallwares, catering props, and hand-held motorized equipment and any and all kitchen equipment listed in the inventory in Exhibit "D," as needed.
- 6) Monthly maintenance of all water conditioning devices for existing equipment at an estimated cost of \$5,500/yr, Excluding water conditioning on Carl's Jr equipment and vending equipment.
- 7) Sodexo staff uniforms.
- 8) Cost of Eco Lab supplies for sanitizing, ware washing, pot washing, vegetable washing, hand washing and sanitizing at all locations in the Premises.
- 9) Cost of all restroom accessories and supplies, including but not limited to paper towels, toilet paper, toilet seat covers and automatic air fresheners for the women's restroom in the kitchen.

5.4. Sanitation and Janitorial Service. The responsibilities of the parties with respect to the usual and customary cleaning and sanitation of the Premises shall be as follows:

A. Sodexo's Responsibilities. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas. Sodexo shall clean floors and tops of tables and chairs in the dining area, and transport refuse to designated refuse collection areas.

B. Auxiliary's Responsibilities. Auxiliary shall be responsible for housekeeping and sanitation in customer traffic areas including dining area and the cleaning of all windows, walls, ceilings, ceiling fixtures, drapes, fixtures, air ducts and hood vent systems (per local ordinance). Auxiliary shall provide and maintain adequate fire extinguishing equipment for the Premises, pest control and shall be responsible for removal of refuse from refuse collection areas. Auxiliary shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Sodexo.

C. Pest Control. Sodexo shall be responsible for pest control costs. The Auxiliary currently has a pest control contract ("Pest Control Contract") in place with Ecolabs,

which provides for monthly, or as needed, pest control and covers all of the Premises, per Los Angeles County Department of Health standards. A copy of the Pest Control Contract has been, or shall be, provided to Sodexo prior to execution of this Agreement. Sodexo shall continue to use the services under the existing Janitorial Contract and shall be billed for Sodexo's share of the services, until the Pest Control Contract expires or is terminated. Upon expiration or termination of the Pest Control Contract, Sodexo must have and maintain a contract to provide all pest control services for the Premises per Los Angeles County Department of Health standards.

5.5 Telephone and Internet. All telephone, internet and related costs shall be the sole responsibility of Sodexo. This includes but is not limited to telephone installation costs, telephone billing costs, broadband internet access costs, any pathway, infrastructure, cable or fiber work that is required to satisfy Sodexo telecommunications, phone, internet and/or business automation needs. Sodexo shall be required to provide free Wi-Fi access in the four dining rooms. Sodexo acknowledges that all external internet/telecommunications services terminate in one of two locations on the Campus. Any work required to establish Sodexo's telephone and/or internet connection must be coordinated with the College District's Information technology Department, so as not to interfere with College District activities, as determined by the College District and Auxiliary.

5.6 Preventative and Routine Maintenance. Sodexo shall establish a preventive maintenance program for all Food Service Equipment, including water conditioning equipment, owned by the Auxiliary and for the Premises. This program is set forth in Exhibit "E" attached hereto and incorporated by this reference ("Daily Housekeeping Checklist"). Sodexo shall maintain furniture, fixtures and Food Service Equipment such as reach-in coolers, cooking equipment, signage, display and dispensing equipment. Sodexo shall relamp fixtures. At the expiration of the contract, all Food Service Equipment and the Premises are to be surrendered to the Auxiliary in as good condition as received, ordinary wear and tear excepted.

5.7. Daily Maintenance and Cleanliness. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas, including, but not limited to those tasks listed in the Daily Housekeeping Checklist. Sodexo shall maintain floors and tops of tables and chairs in the dining area in a clean and presentable manner, and transport refuse to designated refuse collection areas (dumpsters). Sodexo shall be responsible for cleanliness of the women's restroom in the kitchen, storage, dining, sales and service areas and kitchens, loading docks, basement storage, dumpster area, chemical storage room and fenced area directly behind the kitchen, including facilities and fixed equipment, preparation and serving areas. This includes the bussing and cleaning of tabletops, including food spills and removal of food wrappers, refuse and paper products in all parts of the Premises, including indoor and outdoor areas. Sodexo shall maintain the areas surrounding the dumpsters in a reasonably clean and odor-free manner. Auxiliary may examine sanitation reports and perform spot checks at any time. Sodexo shall be responsible for keeping an area of 30 feet around all satellite service facilities clean and free of debris. Sodexo shall maintain clean, dry floors in the food preparation and service areas at all times. Sodexo shall clean up spills in the dining areas immediately and as required. Sanitation grades of less than Grade A, will be unacceptable. A letter grade of B or

lower, lack of cleanliness and maintenance of the Premises will be considered a breach of the Agreement.

5.8. Periodic Maintenance of Exhaust Shafts and Other Equipment. Sodexo will clean, or cause to be cleaned, the exhaust shafts for all cooking equipment to the satisfaction of the local fire authority, excluding exhaust shafts for all cooking equipment used by Carl's Jr. Sodexo will schedule periodic inspections of exhaust shafts with the local fire authority and the Campus Representative. Sodexo will maintain the grease interceptor to health department standards and provide the Auxilliary with evidence of such. Mechanical equipment such as freezers, coolers and air conditioners owned and maintained by the College District will be kept sufficiently clean to ensure proper operation. The College District shall provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the exterior premises and College District owned fixed equipment such as heating, ventilation and air conditioning equipment (excluding cleaning of exhaust shafts), walk-in freezers and coolers, dry fire protection systems, hand-held fire extinguishers, elevators, room lighting (excluding relamping), electrical supply to receptacles or disconnect devices, water supply to the supply side of filter equipment, shut off or check valves, and sanitary sewer systems. Sodexo will receive the same response time as is typical for all Campus facilities, including emergency after hour response. It is understood that as a public agency, procurement time for replacement parts and repair services may be longer than typical for the private sector.

5.9 Major Maintenance. Sodexo is not responsible for major maintenance. The College District shall be responsible for maintenance and repair of the buildings and of all plumbing, heating, air conditioning, and electrical systems necessary to the operation of the buildings.

5.10 Utilities. Sodexo is not responsible for installation or payment of utilities, which are provided by the College District. For purposes of this Agreement telephone and internet services are not considered utilities and their installation and cost are governed by Article 5.5 above.

5.11 Inventories of Food, Beverages and Supplies. Sodexo and Auxiliary shall inventory Auxiliary's inventory of food, beverages and supplies and shall agree on a dollar value. Sodexo shall pay the Auxiliary for the verified inventory value as of June 30, 2011. Upon termination of this Agreement, an ending inventory shall be jointly taken, valued at Sodexo's invoice cost and mutually agreed to by Sodexo and Auxiliary and the Auxiliary shall or cause the new service provider to reimburse Sodexo at the conclusion of the Agreement..

5.12 Inventory of Smallwares. Auxiliary and Sodexo jointly shall inventory all Smallwares owned by Auxiliary and shall agree as to required inventory levels including necessary additional purchased items to bring inventory to a satisfactory level. Sodexo shall maintain the agreed-upon operating levels of Smallwares. Sodexo and an Auxiliary representative shall conduct an annual inventory to assure continued supply and valuation to satisfactory levels. Upon termination of this Agreement, an ending inventory shall be jointly taken and valued at Sodexo's invoice cost, and mutually agreed to by Sodexo and Auxiliary. If the ending inventory value exceeds or is less than the opening inventory value, Sodexo shall

charge Auxiliary for the amount of any excess or pay Auxiliary for the amount of any decrease on the final invoice.

5.13 Vehicles. Sodexo shall provide the vehicles necessary for use in the Food Service operation, including utility and catering carts. Sodexo shall be responsible for the vehicle's gas, oil, maintenance, and repair, and automobile liability insurance, as required in Article 10.6, below. Sodexo must comply with the District's risk management requirement that all operators of utility carts on campus must pass a training course and have notice of completion on file in the Risk Management Office before they are allowed to drive those vehicles on campus.

5.14 Security System. Sodexo shall maintain the existing security systems in place at all locations identified as part of the Premises. Maintenance includes payment of all fees (rental, maintenance, service charges and repair) charged by Stanley Security Systems. Sodexo may replace the existing security systems with enhanced systems upon written approval of the Auxiliary and upon necessary termination notice to Stanley Security Systems. Estimated monthly cost is \$696.80.

5.15. ATM Machines. ATM machines operated by the Auxiliary are currently located on the Premises in various locations. Auxiliary reserves the right to maintain the existing ATMs and install and operate additional ATMs in the future. Sodexo has no claim to any revenue from the ATM machines. The ATM machines are not to be considered part of the Food Service Equipment.

5.16. Renovation/Replacement of Premises. The College District anticipates a major building and renovation project that will include demolishing and rebuilding the Campus Café and associated kitchen building. Sodexo shall participate in the planning committee for the new building for the purpose of providing input only for the College District to consider at the College District's sole discretion. Sodexo's participation in the planning committee for the new building shall in no way give Sodexo any claim or right to occupy any such future facilities or buildings.

5.17. Point-of-Sale (POS) System. If Sodexo elects during the transition period to continue to use the existing POS Cash Register System used by Auxiliary, they agree to reimburse Auxiliary's estimated monthly cost of \$800.00 through such time as a 30 day advance notice for termination of the existing maintenance agreement expires.

ARTICLE VI EXISTING CONTRACTS

6.1 Existing Contracts. The Auxiliary has entered into certain contracts with other vendors and food service providers, which contracts are currently in effect and contain provisions that may affect Sodexo's operations under this Agreement ("Existing Contracts"). These Existing Contracts include:

A. Non-Traditional Foods, Inc. Contract ("Non-Traditional Foods, Inc. Contract"), which provides for the operation of a Carl's Jr. franchise on the Campus. Non

Traditional Foods, Inc. has the exclusive right to sell hamburgers and cheeseburgers at the Campus Cafe. Non Traditional Foods, Inc. has the non-exclusive right to sell coffee, espresso-based beverages and/or hot chocolate, soft drinks and fries.

B. Bottling Group, LLC d/b/a The Pepsi Bottling Group Contract ("Pepsi Contract"), under which Pepsi is the exclusive supplier of all carbonated soft drinks and all non-carbonated nonalcoholic beverages or soft drinks, excluding hot coffee, hot tea and dairy products. No competitive products may be sampled, sold, served or dispensed at Campus Café or Mountie Grill. In accordance with the terms of the Pepsi Contract, Pepsi products must represent no less than 85% of all packaged beverages sold, displayed, dispensed or served or available at the convenience stores on Campus. 16,400 combined Cases Gallons of Pepsi products must be sold annually. Sodexo shall meet or match the requirements for the sale of Pepsi as set forth in the Pepsi Contract. However, in the event of a significant decline in enrollment or closing of food service facilities then Sodexo's obligation to meet the foregoing requirements shall be adjusted proportionately. Prior to renegotiation of the Pepsi Contract at the conclusion of the 2011-2012 contract year Auxiliary shall consult with Sodexo.

6.2 Acknowledgement of Existing Contracts. Sodexo acknowledges that it is aware of these Existing Contracts and has received copies of the Non-Traditional Foods, Inc. Contract. It has reviewed the Non-Traditional Foods, Inc. Contract and has independently determined that the restrictions, limitations, quotas and any other terms set forth in these Non-Traditional Foods, Inc. Contract are acceptable to Sodexo. Sodexo agrees not to violate any of the restrictions set forth in the Non-Traditional Foods, Inc. Contract and shall indemnify the Auxiliary against any liability, claims or damages, including attorneys' fees and costs and including loss of Pepsi consideration for meeting volume requirements under the Pepsi Contract, that arise from Sodexo's violation of the Existing Contracts.

ARTICLE VII

FOOD, DINING AND CONVENIENCE STORE SERVICES PROGRAM

7.1 Locations. Sodexo shall provide retail products at the Premises and at such other locations as Auxiliary and Sodexo shall agree.

7.2 Services. Sodexo shall provide the services and products set forth in their Work Plan, which is attached hereto as Exhibit "F" and incorporated herein by this reference ("Work Plan"). Where Sodexo's Work Plan consists of a proposal or quote submitted in response to the RFP, the Work Plan shall be considered to include the RFP, a copy of which is attached hereto as Exhibit "G" and incorporated herein by this reference. The Parties agree that the terms of this Agreement shall be controlling over any of the terms contained within the Work Plan or RFP. The Auxiliary shall have input on the menu cycle and selection and reserves the right to approve any changes in menu or schedule.

7.3 Hours of Operation. Sodexo shall provide hours of operations currently in effect at all locations unless changes are agreed to in writing by the Auxiliary and/or until an amendment is made to the Agreement. (Hours are subject to change based on the academic calendar and/or Campus needs and shall be established by the Auxiliary and College District).

The current hours are set forth in Exhibit "H" attached hereto and incorporated by this reference. The hours of meal service in the food service area shall be posted in a mutually agreed upon place.

7.4 Education and Information. Sodexo agrees to disseminate information and feature displays which serve to educate consumers in becoming better informed and developing healthier habits. Examples include providing/displaying nutritional requirements, providing/displaying nutritional content of foods served, descriptive packaging and labeling of food products and similar actions. Sodexo shall provide advertising material and information to the College District at large via a URL link on the College District web pages and/or web portals, at the discretion of the College District Chief Technology Officer. Neither the Auxiliary nor College District shall provide web page development services or assistance to Sodexo.

7.5 Catering.

A. Menu. Sodexo will provide a full and creative catering menu for College District and Auxiliary events. The Auxiliary reserves the right to work with Sodexo on the catering menu and to collaboratively determine catering pricing.

B. No Exclusivity. Sodexo shall not have the exclusive right to provide catering services at the Campus or for College District or Auxiliary events. Faculty and staff may request quotes from multiple vendors for their catered events. Successful caterers may be awarded the event based on favorable price or other factors. Sodexo will be given the opportunity to bid on College District and Auxiliary sponsored catering events. The College District, as represented by official student clubs and College District activities, reserves the right to hold food sale fundraisers and interdepartmental celebrations.

C. Founder's Hall Kitchen. Access to the kitchen in Founder's Hall is restricted to Sodexo and the Office of the President of the College District only. Use of the kitchen can be arranged through Sodexo, at Sodexo's discretion, and with a Sodexo employee in attendance and supervising such use to ensure safety and prevent removal of any item from the kitchen. The kitchen shall not be available to outside catering firms.

7.6 Self Improvement and Evaluation.

A. Evaluation. Sodexo shall conduct specific and continuing programs of inquiry and evaluation through Campus meetings and "how are we doing?" comment cards to determine the level of satisfaction of the students and the College District community with the Food Services offered. The results of this inquiry and evaluation process shall be shared with the College District Food Services Committee and the College District's Administrative Services Department on a regular basis, as requested by the Auxiliary or College District.

B. Food Service Committee. The College District's Food Service Committee may request to meet with Sodexo's Director of Food Services on a semester/intersession basis, or as needed, throughout the term of the Agreement. Thereafter, the Food Service Committee may meet as required or needed to evaluate all food services, focusing on comments and providing

information that could result in needed changes or improvements. This Food Service Committee is chaired by the Vice President, Administrative Services and may conduct food preference surveys, assist in planning special events, be a taste panel for new items to be served, and in general, act as a representative body for the College District to communicate reaction to the Food Service.

7.7 Intoxicating Beverages. No intoxicating beverages shall be kept, sold or served upon the Premises with the exception of special events held at the Founder's Hall or certain Foundation activities. The Foundation will be responsible for obtaining a special one-day liquor license required for serving alcohol on an as-needed basis. Sodexo may be directed by the Auxiliary to obtain a special one-day liquor license for some events.

7.8 Non-Traditional Foods, Inc. Contract. As noted above, the Non-Traditional Foods, Inc. Contract provides for the operation of a Carl's Jr. franchise. Sodexo shall provide oversight of the Non-Traditional Foods, Inc. Contract, enforce all rules and regulations, and be responsible for the daily operation and management of the Carl's Jr. franchise. Auxiliary shall retain all commissions pursuant to the terms of the Non-Traditional Foods, Inc. Contract. At such time as the proposed new facility is operational and/or the Non-Traditional Foods, Inc. Contract expires, Auxiliary and Sodexo shall re-evaluate the Non-Traditional Foods, Inc. Contract to determine which Party, if any, will contract with Non-Traditional Foods, Inc. or another franchise.

7.9 Concessions. Concessions shall be provided at the events listed in Exhibit "I," attached hereto and incorporated by this reference, and at other events as designated by the Auxiliary. Concessions will be provided for all home football games but will not be provided for events that have a projected attendance of less than one thousand (1,000) people. From time-to-time, the Concession facility is loaned to charitable and other outside organizations for which Auxiliary maintains authority to grant approval and vended concession rights. Sodexo, or its' entities, may not rent out or loan the facilities to others without the express written permission of Auxiliary. Concessions are managed and operated in conjunction with the Mt. San Antonio College Event Services & Special Events Department. When the Concessions Building is loaned out to a Charitable Organization, no cooking or use of the portable or built-in food service equipment is allowed. Storage of cold and frozen food is allowed. The cleaning and upkeep of the Concession stand, including pest control, is the responsibility of Sodexo. Mt. San Antonio College is responsible for maintenance of all Fixed Group 1 items, including built-in items previously named within the contract.

7.10 Safety. Sodexo shall comply with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Sodexo shall erect and maintain, as required by existing and future conditions of the scope of work or service, all necessary safeguards for safety and protection, including posting danger signs and other warning against hazards and promulgating safety regulations. Sodexo shall comply with all Occupational Safety and Health Administration (OSHA) standards as they apply to Sodexo's scope of work and service.

ARTICLE VIII

FINANCIAL ARRANGEMENTS

8.1 Commissions. Sodexo shall pay Auxiliary a commission as follows:

Retail Sales

Sales Level

From	To	% of Net Sales
\$0	\$3,300,000	5%
\$3,300,001	\$3,800,000	7.50%
\$3,800,001	\$4,300,000	10%
\$4,300,001	and over	12.50%

Concessions

20%

Notwithstanding the forgoing or any other provision of this Agreement, Sodexo shall pay the Auxiliary a minimum guaranteed commission of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per year. Sodexo shall pay all commissions due to Auxiliary on an Accounting Period basis within 30 days of the close of each Accounting Period.

8.2 Accounting.

A. Sodexo shall be responsible for collection, retention and accounting of all monies from sales in the food service operation as well as its expenses. Sodexo shall maintain financial procedures and record keeping in accordance with generally accepted accounting principals, and shall make said financial records and supporting documents available for inspection, reproduction and audit by the Auxiliary and/or College District or its auditors at the Auxiliary or College District's request.

B. Sodexo shall maintain separate records for the individual services provided and shall remit to the Auxiliary monthly payments, by the fifteenth (15th) calendar day following close of each month, accompanied by a commission statement indicating the gross sales, sales tax, adjusted gross sales and the commission for each service Sodexo provided (i.e. campus food services, catering services and convenience stores) during the month immediately preceding the date of the commission check.

C. The accounting period for the operation of food services shall be July 1 — June 30, and all accounting records and statements will be based upon that period. Sodexo shall supply the Auxiliary, including the Accounting office, monthly Profit and Loss Statements that include all charges, costs and fees for all operations, a monthly amortization schedule reflecting Sodexo investments referenced in 8.3 below and copies of audited financial statements.

8.3 Investment.

A. Investment-1. On or about July 1, 2011, Sodexo shall provide for the purchase of equipment for the Food Service operation renovation of the Premises in an amount

not to exceed Three Hundred Ninety Thousand Dollars (\$390,000.00) ("Investment-1"). Sodexo shall amortize Investment-1 on a straight-line basis over five (5) years commencing July 1, 2011. Such amortization shall be accounted for as an operating expense of the Food Service operation by Sodexo. Auxiliary shall own Investment-1, excluding proprietary equipment.

If prior to the complete amortization of Investment-1 any of the following events occur: (i) the Agreement expires; (ii) the Agreement is terminated; or (iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Food Service provided under this Agreement; then Auxiliary shall reimburse Sodexo, within sixty (60) days of one of the events described above, the unamortized portion.

B. Investment-2. On or about the date that the new dining facility is operational, Sodexo shall provide for the purchase of equipment for the Food Service operation and renovation of the Premises in an amount not to exceed One Million Dollars (\$1,000,000.00) ("Investment-2"). Sodexo shall amortize Investment-2 on a straight-line basis over seven (7) years commencing with the date Investment-2 is provided. Such amortization shall be accounted for as an operating expense of the Food Service operation by Sodexo. Auxiliary shall own Investment-2, excluding proprietary equipment. If prior to the complete amortization of the Investment-2 any of the following events occur: (i) the Agreement expires; (ii) the Agreement is terminated; or (iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Food Service provided under this Agreement; then Auxiliary shall reimburse Sodexo, within sixty (60) days of one of the events described above, the unamortized portion.

8.4 Billing. Sodexo shall require a signed Purchase Order from any Campus Customer representative prior to committing to accept an order creating a billable occurrence. In the event of a billable occurrence, Sodexo shall submit invoices to the respective Campus Customer for any amounts due. Payments shall be due within thirty (30) days after the invoice date. Campus Customer shall pay interest on any amount not paid when due at the lesser of one and one-half percent (1.5%) each month or the highest contractual interest rate allowed by applicable state law. Campus Customer shall reimburse Sodexo for all costs and expenses, including but not limited to, court costs, attorney's fees and collection service fees, incurred by Sodexo in collecting from Campus Customer any amount not paid when due.

8.5 Audit. The Auxiliary reserves the right of authorized Administrative Services personnel, or authorized representatives thereof, to conduct unannounced audits of cash control procedures, and financial reporting practices of Sodexo.

8.6 Presidential Catering Fund. On an annual basis Sodexo shall establish and maintain a Presidential Catering Fund in an amount equal to Five Thousand Dollars (\$5,000.00) to be used by the President's office for catered functions. Any unused funds at the end of each year shall roll over to the following year.

ARTICLE IX RETAIL FINANCIAL ADJUSTMENTS

9.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by Sodexo hereunder are based on conditions in existence on the date Sodexo commences operations, including by way of example, Campus Customer's student population; labor, food and supply costs; and federal, state and local sales, use and excise tax. In addition, Sodexo has relied on representations regarding existing and future conditions made by Auxiliary in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representation by Auxiliary, the financial terms and other obligations assumed by Sodexo shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

9.2 Inflation Adjustments. There shall be an annual adjustment to retail, catering and child and infant center prices to reflect, at a minimum, increases in the U.S. Department of Labor Consumer Price Index for all urban consumers – Los Angeles – Riverside – Orange County CA. Finished Consumer Foods ("CPI").

9.3 Adjustments. The Financial Arrangement will be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. The adjustment to the Financial Arrangement will be effective from the date the events of (i) and/or (ii) occur.

ARTICLE X GENERAL TERMS AND CONDITIONS

10.1 Taxes. Sodexo shall bill and collect sales and use taxes, if applicable, on all meals and services rendered on or from the Premises. Sodexo assumes complete liability for all taxes applicable to the operations, income and transactions of Sodexo. The Auxiliary or College District shall not be liable and will not make reimbursement to Sodexo for any tax imposed either directly or indirectly upon Sodexo by any authority by reason of the Agreement or otherwise.

10.2 Compliance with Law. Sodexo shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits, excluding any necessary liquor licenses and permits which shall be Auxiliary's responsibility to obtain and maintain. Auxiliary shall cooperate with Sodexo to accomplish the foregoing at no cost to the Auxiliary; however compliance is the sole responsibility of Sodexo.

10.3 Liquidated Damages.

A. Food services shall be implemented and fully operational at each of the service locations for the beginning of the Fall Semester which begins August 29, 2011. If the food services are not fully operational by this time, it is understood that the Auxiliary will suffer damage. It is agreed that Sodexo shall pay to the Auxiliary as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) per day for each calendar day of delay until the food services program is fully operational as specified herein. Sodexo shall be liable for the amount thereof.

B. Sodexo shall not be charged liquidated damages because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Sodexo including, but not restricted to: acts of God or of public enemy; acts of Government; acts of College District or Auxiliary, or acts of another contractor in performance of a contract with the College District or Auxiliary; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or, unusually severe weather. Sodexo shall within three (3) days of the beginning of any such delay (unless the Auxiliary grants a further period of time prior to date of final settlement of the contract) notify the Auxiliary in writing of causes of delay; thereupon the Auxiliary shall ascertain the facts and extent of delay and grant extension of time for implementation of food services when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

10.4 Promotion. In no instance shall Sodexo use or reference the College District or Auxiliary's name or logo in any manner whatsoever, with out the express written permission of the College District's Board, as required under Education Code section 72000 however, such restriction shall not prohibit either party from disclosing the existence of the relationship, term of the Agreement or the projected sales volume related to the terms of the Agreement.

10.5 Catastrophe. If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, terrorism, government restriction, labor disturbance or strike, business operations at the Campus shall be interrupted or stopped, performance of this Agreement, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this Agreement, may be mutual agreement of both Parties be extended for a period of time equal to the time that such default in performance is excused. Sodexo shall have no recourse against the Auxiliary for expenses incurred due to the catastrophe. Additionally, Sodexo shall provide to the Auxiliary and College District any or all available food and beverage supplies necessary for survival of Campus occupants in case of an emergency.

10.6 Insurance. The Parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each Party shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars (\$1,000,000.00) each accident covering all of its employees employed in connection with the Food Service operations.

B. Property Insurance. The College District shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a

combination thereof) to keep the buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

C. Commercial General Liability Insurance. Sodexo shall maintain such insurance including coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Liability, Broad Form property Damage, Legal, Fire and personal Injury at a combined single limit of \$2,000,000 per Bodily Injury and Property Damage, and;

D. Comprehensive Automobile Liability Insurance. Sodexo shall maintain insurance covering owned, hired and non-owned vehicles at a combined single limit of \$2,000,000 per Bodily Injury and Property Damage.

E. Combination Policy. In lieu of C and D above, Sodexo at its option may carry a combination policy including Commercial General Liability and Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence on Bodily Injury and Property Damage.

F. Insurance Policies. Sodexo's insurance is to be placed with insurers admitted in the State of California with an "A" rating, Class VII, or better rating from A. M. Best or a non-admitted carrier approved by the Auxiliary. Proof of insurance, in the form of a certificate of insurance, shall be delivered to the Vice President, Administrative Services within five (5) days of the execution of this agreement.

G. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

H. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

I. Certificates of insurance shall clearly state that the Auxiliary, the College District and their board members, officers, agents, employees and servants are additional insured status under the commercial general liability policy described and that such insurance afforded thereby to the Auxiliary, College District, their officers, agents, employees and servants shall be primary insurance, and that if the Auxiliary, College District, or their officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Sodexo shall provide the Auxiliary with the endorsement to the policy that names the Auxiliary and the Mt. San Antonio Community College District as additional insured. Sodexo's insurance policies shall waive all rights of subrogation.

10.7 Indemnification. Sodexo shall be responsible for, and Auxiliary and College District shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the negligent acts or omissions of Sodexo, its agents, officers, or its employees, in connection with this Agreement. Sodexo shall indemnify and defend Auxiliary and College District, their directors, officers,

agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities (collectively "Losses") that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Sodexo's negligence under, this Agreement, ,:

(i) Actions Filed. Sodexo shall defend any action or actions filed in connection with any of said Losses, for which liability has been assumed pursuant to this Agreement, and will pay all costs and expenses, including attorneys' fees and costs incurred by the Auxiliary or College District in connection therewith.

(ii) Judgments Rendered. Sodexo shall promptly pay any judgment rendered against Auxiliary, College District or Sodexo covering such Losses for which liability has been assumed pursuant to this Agreement.

(iii) Actual Costs and Expenses; Attorneys' Fees. In the event Auxiliary or College District is made a party to any action or proceeding filed or prosecuted against Sodexo for such Losses for which liability has been assumed pursuant to this Agreement Sodexo agrees to pay Auxiliary and College District any and all actual costs and expenses incurred by them.

Auxiliary shall defend, indemnify, and hold Sodexo, their respective officers, directors, agents, and employees free and harmless from any and all claims for loss, injury, or damage to persons or property arising from acts or omissions of Auxiliary, its officers, directors, agents, or employees. This indemnification shall include payment of all attorneys' fees and court costs incurred by Sodexo in defending any such claims.

Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, and based on the representations contained in each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies.

The provisions of this Article shall survive the termination or expiration of this Agreement.

10.8 Trade Secrets and Proprietary Information. During the term of the Agreement, Sodexo may grant to Auxiliary a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Food Service survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, Auxiliary may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is

generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Auxiliary), or (ii) any information which was available to Auxiliary on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

Auxiliary shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of the Agreement, except as allowed by this Agreement or as required by law. Auxiliary shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo, except as allowed by this Agreement or as required by law. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Sodexo understands and acknowledges that the Auxiliary is subject to the California Public Records Act (Government Code section 6250 *et seq.*) which may require disclosure of items Sodexo has defined as Trade Secrets and Sodexo agrees the Auxiliary is authorized to make such disclosures. Without limiting the foregoing, Auxiliary specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexo and not Auxiliary. Furthermore, Auxiliary's access or use of such software shall not create any right, title interest, or copyright in such software, and Auxiliary shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Sodexo shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of this Agreement. In the event of any breach of this provision, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available against the Auxiliary. This provision shall survive termination of the Agreement.

10.9 Non-Sodexo Approved Vendors. Auxiliary understands that Sodexo has entered into agreements with many vendors and suppliers of products which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexo for or on behalf of Auxiliary. Auxiliary shall not require Sodexo to use products from non-Sodexo approved vendors, except as provided herein.

10.10 Assignment. Sodexo may not assign or transfer all or any portion of its rights or obligations under this Agreement without the written consent of the Auxiliary, except Sodexo may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of Sodexo.

10.11 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement, each Party shall bear its own attorneys' fees, court costs and related expenses.

10.12 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States

certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To Auxiliary: Mt. San Antonio College
Attention: Michael Gregoryk
Vice President
1100 North Grand Avenue
Walnut, California 91789

To Sodexo: Sodexo America, LLC
Attention: Kirt Ingram
Senior Vice President
10150 Stone Ridge Terrace
Parker, Colorado 80134

and: Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received.

10.13 Construction and Effect. A waiver of any failure to perform under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of this Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

10.14 Entire Agreement; Amendments to Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. All provisions of this Agreement hereto shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both Parties, to amend, add or delete any provision. This Agreement may not be changed other than by an agreement in writing signed by the Parties hereto. Email correspondence shall not qualify as a written document signed by an authorized signatory.

10.15 Regulations and Access. Auxiliary shall provide Sodexo with reasonable access to, and use of, the Premises to permit Sodexo to perform its obligations under this Agreement, it being understood by the Parties that Auxiliary does not grant to Sodexo the exclusive use of the Premises. Auxiliary may make reasonable regulations for the use and occupancy of the Premises and shall give Sodexo written notice thereof. Auxiliary shall have the right upon prior written notice to Sodexo, reasonable under the circumstances, to relocate all or a portion of the Premises

or to withdraw a portion of the Premises. Auxiliary grants Sodexo approval to use in performance of its services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

10.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and the venue for disputes regarding the Agreement shall be Los Angeles County, California.


10.17. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.18. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

MT. SAN ANTONIO AUXILIARY SERVICES CORPORATION

By:
Name (printed):
Title:



SODEXO AMERICA, LLC

By:



Kirt Ingram
Senior Vice President

EXHIBIT "A"

TRANSITION MEETING

Transition Meeting

Sodexo is committed to meeting and exceeding our client's expectations, both going into a new contract and on an ongoing basis. One of the keys to achieving that goal is the "Transition Meeting" which occurs prior to the commencement of services. During this meeting, goals are set for the first 30 days, 90 days and one year. After each of these time periods, we will meet with you to review the accomplishment or progress of those goals. At the beginning of each new year, the Transition Meeting becomes an "Expectations Meeting" during which time we set the goals and achievement levels for the coming year within the same time components.

EXHIBIT "B"
PREMISES

Campus Café – Building 8 (excluding Carl's Jr)
Common Grounds – Building 8
The Mountie Grill – Building 19C
Mountie Stop – Building 9A
Express Stop – Building 16A
Prime Stop – Building 61
Quick Stop – Building 40
Short Stop – Building 66

EXHIBIT "C"
FULL-TIME AUXILIARY EMPLOYEE SALARY AND BENEFITS

	MONTHLY SALARY	H&W	Life Insurance	FICA 6.20%	MED 1.45%	PERS 11.310%	SUI 3.50%	WC 1.50%	TOTAL
FOOD SERVICES									
Employee #1	\$4,939.82	\$771.78	\$3.75	\$306.50	\$71.88	\$558.89	\$172.89	\$74.10	\$8,895.46
Employee #2	\$5,729.48	\$771.78	\$5.75	\$355.58	\$83.16	\$648.00	\$200.53	\$85.94	\$7,874.47
Employee #3	\$5,901.37	\$771.78	\$3.75	\$366.12	\$85.62	\$667.44	\$206.55	\$88.52	\$8,087.40
Employee #4	\$3,894.17	\$771.78	\$16.50	\$242.46	\$58.70	\$440.43	\$136.30	\$58.41	\$5,600.25
TOTAL	\$20,484.84	\$3,087.12	\$29.75	\$1,270.66	\$297.16	\$2,314.56	\$716.27	\$306.97	\$28,457.58

EXHIBIT "D"
EQUIPMENT



Copy of Exhibit D -
Equipment.xls

EXHIBIT "E"
DAILY HOUSEKEEPING CHECKLIST

Empty all trash in offices
Clean and Wipe Down All Counter Tops
Wipe Down window sills (weekly)
Sweep all floor areas as needed and nightly
Clean outside of grease trap daily
Clean Catering Vans & Wipe out Seats, Remove Linen
Break down all boxes & Stack neatly in container
Close Dumpster Lid & Close Grease trap lid
Soak all mops and brooms in bleach, soap and water
Clean up dock area, including outside where carts parked
Clean and Lock Chemical Supply Room
Clean up and sweep area by dumpster
Wash, Clean and Sanitize all carts
Clean all glass areas including refrigerated areas
Wipe down & Sanitize & Polish Refrigerators outside (all)
Wipe down ATM
Spot sweep and trash pickup hourly.
Mop all floor areas as needed and nightly
Inventory & Stock All areas
Clean and polish sinks - All
Clean Grill, stove top, oven, open burner, steamer and fryer as needed and nightly
Empty all trash, wash trash can as needed
Line all trash cans (including office) with new liner
Clean all interiors refrigerators.
Clean all exterior perimeters 300 feet, cart area and dumpster area
Wash, Sanitize air dry and put away all smallwares and equipment

EXHIBIT "F"

WORK PLAN

May 12	Diane Keate meets with Director of Facilities
	Diane Keate meets with Chief Technology Officer
May 16	Sodexo architect meets with Associate Director of Facilities for tour of facilities
Week of May 23	General Manager Candidate interview with Auxiliary Sodexo Human Resources on campus to meet with employees
June-	Remodeling begins Sodexo Management team on campus Sodexo replaces registers Transition meeting with key clients at Mt Sac and key Sodexo personnel, including support team Catering guide completed
July 1	Sodexo assumes all responsibility for food service, including catering, Kid's Camp, Concessions, Child Development Center Honor all catering and concessions made prior to July 1 for the upcoming year
July	Catertrax completed and implemented Dining website completed and implemented
Aug 26	Summer remodeling completed
Aug 28	Fall semester begins

EXHIBIT "G"
Mt. San Antonio Community College District
Auxiliary Services
1100 N. Grand Avenue
Walnut, CA 91789
(909) 594-5611, ext. 5512

REQUEST FOR PROPOSAL
FOR
FOOD SERVICES MANAGEMENT FOR AUXILIARY SERVICES
(RFP #2878)

1. INTRODUCTION

The Mt. San Antonio Community College District Auxiliary Services (Mt. SAC Auxiliary Services) is seeking proposals from qualified food services management companies to operate the campus food services, catering services and convenience stores on the campus of Mt. San Antonio College, Walnut, California.

This Request for Proposal (RFP) describes the scope of services, selection process, and minimum information that must be included in the proposal.

2. KEY DATES

Pre-Proposal Information Meeting:	August 25, 2010 at 10:00 a.m.
Location:	Purchasing Office, Bldg. 40
RFI Due Date:	September 9, 2010 COB
Addendum (If needed)	September 24, 2010
Proposals Due:	October 7, 2010 on or before 2:00 p.m.
Location for Proposal Submittal:	Purchasing Office, Bldg. 40
Evaluation and Selection:	October 2010
Project Planning/Transition:	November – December 21, 2010
Campus Closed	December 22 – January 2, 2011
Start-up of New Operation:	January 3, 2011

Proposals received after the due date/time will be returned unopened. It is the intent to complete the RFP process in October 2010, and submit a recommendation to the Mt. San Antonio Community College Auxiliary Services Board of Directors at a meeting on November 4, 2010.

**Campus
Map**

http://plrs02.mtsac.edu/auxserv/rest&store_nonCjr_GPS_large.htm

3. PROGRAM BACKGROUND AND DESCRIPTION

The Mt. San Antonio Community College Auxiliary Services was incorporated in 1982 as a California Non-Profit Public Benefit Corporation and formally started operating under the corporate structure in July of 1983. The Mt. SAC Auxiliary Services is governed by a five-person Board of Directors. The purpose of the Mt. SAC Auxiliary Services is to provide supportive services and specialized programs for the benefit of the Mt. San Antonio Community College District.

The Mt. SAC Auxiliary Services is composed of the following Divisions: Bookstore (Sac Book Rac), Food Services (Campus Café, Common Grounds, Mountie Grill and Catering), Convenience Stores (Mountie Stop, Express Stop, Prime Stop and Short Stop) and Auxiliary Services, Accounting which serves students faculty, staff and campus community.

4. INFORMATION AND GENERAL CONDITIONS

4.1 Scope of Work and Responsibilities:

It is the desire of the Mt. San Antonio Community College Auxiliary Services to contract with one firm capable of successfully providing food, dining and convenience store services at the Mt. San Antonio College Campus. The food service management company will be responsible for providing all labor, including management, supervision, supplies, materials, and additional equipment (excluding built-in fixtures currently in place) necessary to provide the food and convenience store services as specified herein and in the proposal response.

Mt. SAC Auxiliary Services is seeking proposals from established food service management companies that have a successful record of providing food, dining and convenience store services to comparable institutions. There is a strong interest in providers who can offer interesting, inventive, high quality and cost effective dining solutions for the students, faculty and staff at Mt. SAC. The food service program should complement and enrich the educational experience enjoyed by students and staff.

The Contractor should have the capability to vastly improve the diversity and quality of affordable food offerings, to directly increase traffic and therefore revenue available to the Auxiliary and to the Contractor. Auxiliary Services is interested in proposals that address capital improvements to the Campus dining facilities with an eye towards active participation in the dining facility building replacement project anticipated to get underway within the next 2-3 months with a planned completion date of Fall 2012. We want a vendor who will work as a member of the Mt. San Antonio College team to create a vibrant and profitable food service solution.

Auxiliary Services is seeking to collaborate with a contractor who has a commitment and a record of accomplishing outstanding customer service. Pleasant and courteous staff members and leaders who understand that Auxiliary Services desires a team approach with the contractor and who are willing to demonstrate professional responsibility to customer service issues are desired. The keywords are friendly, cooperative, professional, determined and pleasant.

The successful food services contractor will be expected to participate in the College community by: interacting with the District's staff and students at regular meetings and at future planning meetings; remaining responsive to suggestions, concerns and changing needs of the students and staff; promoting healthy eating habits; employing environmentally sound practices; providing a good working environment; and cooperatively coexisting with the vending services and janitorial services contractors.

The successful contractor will continue to participate and partner with the internship and work study programs we currently have in Food Services. Contractor will be required to provide instruction, mentorship, necessary paperwork and assistance throughout the semester for 6-8 interns and 3 work study students from our respective programs.

Our students and staff require quality food at reasonable prices. The student's desire food that is quick to eat in the grab-n-go, value pricing category, as well as, a variety of healthy alternatives. After lunch the students generally leave the campus to go to work or home. Evening students generally arrive on campus between the hours of 5-7pm. The staff may desire healthier, prepared food. Proposals should include a plan to address the food needs of students as the number one customer but also include ideas on how to satisfy the faculty and staff of the College.

4.2 Current Contracts:

Carls Jr.: Current Contract ends May 14, 2011. This contract may be renegotiated at the discretion of the Vice President of Administrative Services/ President Auxiliary Services Board of Directors.

Pepsi Beverages Company: Pepsi Beverages Company shall have the exclusive right to make all carbonated and non-carbonated nonalcoholic beverages ("Beverages") available on the College's campus ("Campus"), including all food service locations, athletic facilities, retail locations, concessions, vending areas and any other locations where Beverages are sold. The Beverages manufactured and distributed by Pepsi Beverages Company shall be the exclusive Beverages sold, dispensed or served on the Campus or in an any way advertised, displayed, represented or promoted at or in connection with the College, the Campus and any athletic teams associated with the College. Pepsi Beverages Company shall have the exclusive right to provide beverage- dispensing equipment for dispensing its Products. All such equipment shall remain the property of Pepsi Beverages Company. District will purchase, and will require all food service providers, concessionaires and other third parties selling Beverages on Campus to purchase all Products directly from Contractor throughout the Term.

North County Vending (NCV): North County Vending Company shall have the exclusive right to put in place, service, and stock all vending machines available on the College campus, including all food service locations, athletic facilities, retail locations, concessions, vending areas and any other locations where North County Vending products are sold. The products stocked and distributed by North County Vending shall be the exclusive vending machine products dispensed on campus. North County Vending shall have the exclusive right to provide beverage and food dispensing equipment for dispensing its Products. All such equipment shall remain the property of North County Vending Company. The contract with North County Vending will remain as an exclusive contract with Mt. SAC Auxiliary Services with no rights to the third-party Food Services Contractor.

Concessions: 20% to be scheduled for the Mt. SAC Athletic Department.

4.3 Current food service hours of operation:

- a) Contractor shall provide hours of operations currently in effect unless agreed to in writing by the Mt. SAC Auxiliary Services and/or until an amendment is made to the contract. (Hours are subject to change based on the academic calendar and/or campus needs). See Attachment "A" for current hours.
- b) The hours of meal service in the food service area shall be posted in a mutually agreed upon place.

4.4 Future Changes to Food Services

The District is currently working on major building and renovation projects funded from a voter's approved bond. There are plans to demolish and rebuild the Campus Café and the associated kitchen infrastructure building. These projects are scheduled for completion during the agreement period. Planned completion date is Fall 2012. Contractor will be asked to participate on the planning committee for the new building. All equipment will be replaced with the new building.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Cost of Operation:

- a) Food products and kitchen supplies.
- b) Taxes, insurance, and labor; including wages, benefits, Social Security Tax, Workers' Compensation, and unemployment insurance.
- c) All linens, towels, and laundry service, and disposable supplies including paper plates, cups and utensils. Contractor staff uniforms as required.
- d) Routine and frequent sanitation and cleaning of kitchen and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls. Contractor is responsible for the purchase of all Eco Lab supplies for sanitizing and cleaning.
- e) Replacement of District china, glassware, silverware and other small items as agreed upon at time of inventory.
- f) Telephone and data support expenses will be charged back to contractor.
- g) College to provide labor for repair of College-owned catering carts. Contractor will be responsible for the cost of parts on an as-needed basis.
- h) Any costs associated with electrical upgrades required for additional Contractor provided equipment.
- i) Contractor is responsible for the water conditioning for each piece of food services equipment as required.
- j) Janitorial services to be charged back to contractor. Current College contract will commence on or around October 2010 for a period of one-year with the option to renew for up to four (4) additional one-year periods. Contractor will have the option to renew or cancel their portion of the current Janitorial Services contract with 45-days written notice. If contractor wishes to cancel the College's current contract, contractor will assume the responsibilities of providing janitorial services.

- k) Contractor will be responsible for a pest control program on a monthly basis or as needed per Los Angeles County Department of Health standards.

5.2 Smallwares Maintenance:

All existing smallwares, catering props, and hand-held motorized equipment are in place "as is" and unwarranted. Contractor will be responsible for replacement and cleaning as needed. This will include the Founders Hall smallwares, dishware, catering props, flatware and glassware.

5.3 Beverages:

No intoxicating beverages shall be kept, sold or served upon premises of the College with the exception of special events held at the Founder's Hall or certain Foundation activities. The Foundation will be responsible for obtaining a special one-day liquor license required for serving alcohol on an as-needed basis.

5.4 Mission:

It is Auxiliary Service's intention that the food service program should complement the College's educational mission and to serve the students and the staff. To accomplish this, the Contractor is required to:

- a) Provide on-site Food Service Manager(s). The Contractor's Food Service Manager(s) assigned to the campus shall be selected with the approval of the Mt. San Antonio College Vice President of Administrative Services/President of Auxiliary Services Board of Directors. The person(s) shall not be changed more than once per year unless requested by the College's Vice President of Administrative Services or mutually agreed upon and not without a thirty-day (30 day) written notice. Replacement selection shall be made in a manner that is acceptable to and mutually agreed by the College.
- b) Disseminate information and feature displays which serve to educate consumers in becoming better informed and developing healthier habits, e.g., nutritional requirements, nutritional content of foods served, descriptive packaging and labeling of food products, etc.
- c) Provide a good working environment for their employees. Endeavor to employ students enrolled at the College whenever possible.
- d) In a cooperative effort with the College's IT Department provide advertising material and information to the College at large via College web pages and/or web portals.

5.5 Catering:

- a) Contractor will provide a full & creative catering menu for college events. The College reserves the right to work with the Contractor on the catering menu and to collaboratively determine catering pricing. The Contractor shall be allowed to compete for catering contracts at college-sponsored events as described herein.
- b) Faculty and staff may request quotes from multiple vendors for their catered events. Successful caterers with the most competitive pricing may be awarded the event. The Contractor will be given the opportunity to bid on most College sponsored catering events. The Contractor should be in an enviable position for gaining catering business and will promote the food service business at large, if catering is executed to high levels of professionalism and culinary taste, presentation and cost effectiveness. The College, as represented by official student clubs and College activities, reserves the right to hold food sale fundraisers and interdepartmental celebrations.

5.6 Preventative Maintenance:

The Contractor shall establish a preventive maintenance program for all food service equipment owned by the Mt. SAC Auxiliary Services. At the expiration of the contract, all Mt. SAC Auxiliary Services-owned equipment is to be surrendered to the Mt. SAC Auxiliary Services in as good condition as received (ordinary wear and tear and acts of God excepted).

5.7 Cleanliness:

- a) The Contractor shall be responsible for cleanliness of the kitchen, including facilities and fixed equipment, preparation and serving areas. This includes the bussing and cleaning of tabletops in the main Food Service dining areas, Common Grounds, Campus Café and faculty/staff lounges. Sanitation grades, less than grade A, will be unacceptable and negligence to sanitation will result in contract default on the Contractor's behalf. College committees and the Facilities Department staff will perform the task of examining sanitation reports and performing spot checks on the Contractor. The Contractor shall be responsible for keeping an area of 30 feet around all satellite service facilities clean and free of debris.
- b) Maintain clean, dry floors in the food preparation and service areas at all times. Clean up spills in the dining areas immediately and as required.

5.8 Accounting:

- a) The Contractor shall be responsible for collection, retention and

accounting of all monies from sales in the food service operation. The Contractor shall maintain financial procedures and record keeping in accordance with generally accepted accounting principals, and shall make said financial records and supporting documents available for inspection, reproduction and audit by the College or its auditors at the College's request.

- b) The Contractor shall maintain separate records for the individual services provided and shall remit to the Mt. SAC Auxiliary Services, monthly payments, by the fifteenth (15th) calendar day following close of each month, accompanied by a commission statement indicating the gross sales, sales tax, adjusted gross sales and the commission for each service the Contractor provided on campus (i.e. campus food services, catering services and convenience stores) during the month immediately preceding the date of the commission check.
- c) The accounting period for the operation of food services shall be July 1 – June 30, and all accounting records and statements will be based upon that period. The Contractor shall supply the Mt. SAC Auxiliary Services, including the Accounting office, Profit and Loss Statements for the Mt. SAC Auxiliary Services operations, and copies of audited financial statements. For the first year, these reports should be presented monthly.

5.9 Contractor Self Improvement:

- a) The Contractor shall conduct specific and continuing programs of inquiry and evaluation through campus meetings and "how did we do?" comment cards to determine the level of satisfaction of the students and the College community with the food services offered. The results of this inquiry and evaluation process shall be shared with the College Food Services Committee and the College's Administrative Services Department on a regular basis.
- b) The College's Food Service Committee may request to meet with the Contractor's Food Service Manager on a semester/intersession basis throughout the contract. Thereafter, the Food Service Committee may meet as required or needed to evaluate all food services, focusing on comments and providing information that could result in needed changes or improvements. This Food Services Committee is chaired by the Vice President, Administrative Services and may conduct food preference surveys, assist in planning special events, be a taste panel for new items to be served, and in general, act as a representative body for the College to communicate reaction to the meals and services.

5.10 Licensing/Governmental Regulations:

- a) The Contractor shall comply with all Federal, State and local

health sanitation regulations, and licensing requirements relating to personnel and maintenance of the kitchens, dining rooms, storage areas, clothing, etc.

- b) It is expressly understood that the Contractor assumes sole responsibility of observance of, and so observes and complies with all provisions of Federal, State and local laws governing or relating to the operation of food services.

5.11 Fair Labor Standards:

The Contractor agrees to comply with all Federal, State and local regulations governing or relating to conditions of employment for its employees, including, but not limited to, the Fair Labor Standards Act, the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program.

5.12 Contractor's Employees:

- a) Contractor will provide up to a one-year guarantee for existing full-time employee retention to remain status quo for salary, benefits, & PERS (4 employees).
- b) Existing part-time employees are available for employment by the contractor at the contractor's discretion.
- c) As required of all College employees, employees of the Contractor, prior to being assigned to work under this contract, shall be fingerprinted and tested free from Tuberculosis.
- d) The Contractor's employees shall at all times abide by the College's Rules and Regulations while on the College's premises.
- e) The Contractor shall require certification that food and beverage handlers under this contract have taken and passed a food handler's examination; the cost of these examinations shall not be borne by the College.
- f) Contractor will be responsible for all employee evaluations.
- g) Contractor's Food Service Director should have a valid Serve-Safe Certificate.

5.13 Bonds:

Prior to execution of the contract, Contractor shall provide a Performance bond in the amount of \$50,000.

5.14 Liquidated Damages:

- a) Food services shall be implemented and fully operational at each of the service locations for the beginning of the winter intersession which begins January 10, 2011. If the food services are not fully operational by this time, it is understood that the Mt. SAC Auxiliary

Services will suffer damage. It is agreed that Contractor shall pay to the Mt. SAC Auxiliary Services as fixed and liquidated damages, and not as a penalty, the sum of one-thousand dollars (\$1,000.00) per day for each calendar day of delay until the food services program is fully operational as specified herein. Contractor and his surety shall be liable for the amount thereof.

- b) The Contractor shall not be charged liquidated damages because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God or of public enemy; acts of Government; acts of College or anyone employed by College, or acts of another Contractor in performance of a contract with the College; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or, unusually severe weather. Contractor shall within three (3) days of the beginning of any such delay (unless the Mt. SAC Auxiliary Services grants a further period of time prior to date of final settlement of the contract) notify the Mt. SAC Auxiliary Services in writing of causes of delay; thereupon the Mt. SAC Auxiliary Services shall ascertain the facts and extent of delay and grant extension of time for implementation of food services when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

5.15 Assignment of Contract:

The successful proposer shall not assign or transfer, by operation of law or otherwise, any or all of the proposers rights, burdens, duties, or obligations with regard to this Agreement, without prior written consent of the Mt. SAC Auxiliary Services.

5.16 Indemnification:

The proposer shall defend, indemnify, and hold harmless the Mt. SAC Auxiliary Services, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Proposer, or those of any of its officers, agents, employees, or subcontractors, whether such act is authorized by the Contract or not; and Proposer shall pay for any and all damage to the Mt. SAC Auxiliary Services' property, or loss or theft of such property, done or caused by such persons. Proposer further agrees to waive all rights of subrogation against the Mt. SAC Auxiliary Services. The Mt. SAC Auxiliary Services assumes no responsibility whatsoever for any Proposer's property placed on the premises. The provisions of this section do not apply to any damage or losses caused solely by the negligence of the Mt. SAC Auxiliary Services or any of its officers, agents, employees, or volunteers.

5.17 Promotion:

In no instance will the Mt. SAC Auxiliary Services be used by the Contractor in connection with any advertising or promotion without the specific written permission of the Mt. SAC Auxiliary Services.

5.18 Legal Entity Change:

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

5.19 Term of contract:

The term of this contract will be for three (3) years, beginning January 3, 2011, and will automatically renew for two additional years.

5.20 Termination:

a) For Cause:

- 1) In the event the Contractor fails to carry out or comply with any of the terms and conditions of the established contract, then the Mt. SAC Auxiliary Services may, without prejudice to any other right or remedy, serve written notice upon him and his surety of intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.
- 2) In such case, it shall be incumbent on the Contractor to continue operation until relieved by a subsequent food service Contractor chosen by the Mt. SAC Auxiliary Services (not to exceed ninety (90) days). The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Mt. SAC Auxiliary Services.

b) For Convenience:

- 1) Either party may terminate this agreement with 90 days written notice prior to the end of the 3-year term or prior to either of the two additional year's extensions.

5.21 Insurance Requirements:

- a) During the term of the contract, the Contractor shall maintain, at his sole expense, minimum insurance coverage as follows:
 - 1) Comprehensive General Liability Insurance including coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Liability at a combined single limit of \$2,000,000 per Bodily Injury and Property Damage, and;
 - 2) Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles at a combined single limit of \$2,000,000 per Bodily Injury and Property Damage.
 - 3) In lieu of a and b above, the Contractor at his option may carry a combination policy including Comprehensive General Liability and Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence on Bodily Injury and Property Damage.
 - 4) Workers' Compensation and Employer Liability Insurance providing full statutory coverage.
- b) The Contractor's insurance carrier must be approved by the Mt. SAC Auxiliary Services and carry an "A" rating.
- c) Proof of Insurance: Proof of insurance shall be delivered to the Vice President, Administrative Services prior to the contract beginning date.
 - 1) Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the Mt. SAC Auxiliary Services. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
 - 3) Certificates of insurance shall clearly state that the Mt. San Antonio College Auxiliary Services, the Mt. San Antonio Community College District and its board members, officers, agents, employees and servants are named as an additional insured under the policy described and that such insurance afforded thereby to the Auxiliary Services, District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Auxiliary Services, District, or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall provide Mt. San Antonio College Auxiliary Services with the endorsement to the

policy that names Mt. San Antonio College Auxiliary Services and the Mt. San Antonio Community College District as additional insured.

5.22 Taxes:

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

5.23 Catastrophe:

If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, terrorism, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this contract, may be mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused. Contractor shall have no recourse against the College for expenses incurred due to the catastrophe.

Additionally, the Contractor is expected to let to the College, any or all food and beverage supplies necessary for survival to occupants in case of emergencies.

5.24 Safety Regulations:

Contractor shall comply with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction for the safety of persons or and maintain, as required by existing and future conditions of the scope of work or service, all necessary safeguards for safety and protection, including posting danger signs and other warning against hazards and promulgating safety regulations. Contractor shall comply with all OSHA standards as they apply to the Contractor's scope of work and service.

5.25 Permits and Licenses:

The Proposer, its employees and agents, shall secure and maintain valid certifications and licenses as required by law for the execution of services pursuant to the contractual terms.

6. MT. SAC AUXILIARY SERVICES' RESPONSIBILITIES:

- 6.1** The Mt. SAC Auxiliary Services shall provide, as mutually agreed, the space and facilities reasonably required by the Contractor for the efficient operation of its food services, all of which shall be and remain the sole property of the Mt. SAC Auxiliary Services. The Mt. SAC Auxiliary Services shall provide all necessary keys to insure the Contractor's supervisory personnel have adequate access to the food service and preparation areas.
- 6.2** The Mt. SAC Auxiliary Services shall name an administrative committee to act as liaison or a designee appointed by the Vice President of Administrative Services/President, Auxiliary Services Board of Directors to function as the Contractor's primary contact for daily operations. In addition, the Mt. SAC Auxiliary Services shall designate one administrator who has final responsibility for administration of the contract and resolution of any disputes.
- 6.3** The Mt. SAC Auxiliary Services reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service and facilities at any time with respect to the quantity, quality, grades and nutritional value of food proposed for purchase, the methods of service, the prices of menu offerings, the hours of service, and sanitation and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to the Mt. SAC Auxiliary Services. The Mt. SAC Auxiliary Services shall have input on the menu cycle and selection, both for the food service menu and the catering menu. We reserve the right to approve any changes in menu or schedule other than those mentioned in this contract.
- 6.4** The College shall be responsible for maintenance and repair of the building and of all plumbing, heating, air conditioning, and electrical systems necessary to the operation of the building.
- 6.5** The College shall make major capital purchases, replacements or additions, to the buildings as deemed necessary and at the discretion of the College. or authorized representatives thereof, to conduct unannounced audits of cash control procedures, and financial reporting practices of the Contractor.
- 6.7** College will be responsible for all repair of the Founders Hall kitchen as deemed warranted and necessary by the College.
- 6.8** College will clean all grease ducts/flues two times per year.
- 6.9** College to provide all utilities.

RFP SUBMITTAL INSTRUCTIONS

Pre-Proposal Conference

Each Contractor submitting a proposal shall be responsible for inspecting the existing facilities and equipment. The Mt. SAC Auxiliary Services will host a pre-proposal informational meeting on the date and location shown on Page 1 of this RFP. Following the meeting will be a tour of the facilities. The Mt. SAC Auxiliary Services encourages all interested parties to attend. Additional tours of the facility may be approved and arranged through Lila Belinski, Interim Food Services Director, by email: lbelinski@mtsac.edu.

RFP Due Date:

Contractor's Proposal, all accompanying documentation and related materials must be provided in the format and number of copies requested in this RFP, by **October 7, 2010, 2:00pm. The submittal location is Mt. San Antonio College, Purchasing Office, Building 40, 1100 N. Grand Avenue, Walnut, California.** All proposals must be in sealed packages with the RFP number clearly displayed on the outside of the package. **An original and five (5) copies** must be submitted. The original documentation must be clearly identified as "original."

Proposals received after the date/time indicated will not be accepted.

Before submitting a proposal, the Contractor shall:

1. Carefully examine the specifications.
2. Carefully examine the facilities and be fully informed as to the Facilities, Conditions and Limitations.
3. Include in the proposal, sufficient data to cover all items required by the contract.

Communications and Requests for Information:

Should a Contractor request information, or be in doubt as to the meaning within this RFP, they shall notify the people indicated below. Written instructions or addenda will be distributed to all prospective Contractors. No oral, telephone or telegraphic proposals or modification shall be considered.

All questions and/or clarifications regarding this RFP shall be addressed as follows and submitted no later than the date indicated in the Proposal Schedule provided on Page 1 of this RFP.

Requests for Information or Clarification: Email requests to Teresa Patterson, tpatterson@mtsac.edu. **(The RFP Number must be provided in the subject field of all emails.)**

To arrange tours of facilities: Email requests to lbelinski@mtsac.edu. (The RFP Number must be provided in the subject field of all emails.)

Submission of documents:

The proposal submitted must be complete and in the format indicated in this RFP. The Proposal form must be signed by a person with authority to sign such documents. Any changes must be lined out and the changed information clearly indicated and initialed by the person signing the proposal. The original proposal must be marked as "original" on the front cover and all the signed documents must be included in the "original" package. Five copies of the original proposal must be submitted with the original on or before the date and time indicated in the RFP for submittals.

Contractors may withdraw their proposal by written request at any time prior to the Proposal Due date and time. No proposal may be withdrawn or modified after that time for a period of 90 days.

Notice of Award:

Within 10 days of the Mt. SAC Auxiliary Services Board of Directors approval of award of the contract, the Contractor shall enter into a formal contract with the Mt. SAC Auxiliary Services and present certificates of insurance as required.

The Mt. SAC Auxiliary Services reserves the right to reject any and all proposals and to waive any minor irregularities.

Basis of Award:

The Contractor shall be selected on the basis of the Food Service Plan that is most advantageous to the Mt. SAC Auxiliary Services. The factors considered will be:

- Description of merchandise and services.
- Principles and methods of marketing and merchandising.
- Please include a list and description of the contractor's branded names as well as contractor-owned franchise names for review.
- Pricing Structure.
- Comprehensiveness of Contractor's proposal.
- Contractor's experience and reputation in the university, community college and food service industry environments.
- Commissions offered, public relations donations and equipment purchases.
- Contractor has a demonstrated and documented ability to manage Food Services.
- Existence of a consumer relations program in an existing service location.
- Consideration of service expansion at the request of students/staff.
- Increased variety of low fat, fat-free and cholesterol-free foods.
- Nutritional information provided for all or the majority of the menu items.
- Menu consisting of ethnic type foods, i.e. Mexican, Italian and Asian.

- Commitment to a strong recycling program, which includes cans, bottles, paper, cardboard, discarded food and cooking products and other reclaimables.
- Commitment to education on healthy eating habits with on-going programs for students/staff.
- Willingness to provide service at lunchtime when the College is open but classes are not in session.
- Willingness to work with the student government to provide special events/activities to students.
- Willingness to work with the College, its agents and architects for future expansion ideas for the food service facilities on the Mt. San Antonio College campus.
- Cleanliness and maintenance of the food service operations.

The Mt. SAC Auxiliary Services reserves the right to award a contract to the proposal which best serves the needs of the College. The Mt. SAC Auxiliary Services also reserves the right to reject any and all proposals. Before making an award, the Contractor's references will be checked, the top company/companies may be interviewed and sites of current contracts may be visited.

Format of Proposal:

The proposal shall be bound or provided in a 3-ring binder and contain the numbered Tabs as indicated below.

The front cover shall contain the name of the company and RFP number. The original package shall be marked "Original" on the front cover.

A cover letter giving a brief overview of your company and why you feel your company would best serve our campus.

Tab #1: Minimum Qualifications:

To be a responsible Contractor, your firm must submit evidence of meeting the following minimum qualifications. Provide a 1-2 page statement signed by the authorized representative describing how the Contractor's firm satisfies the minimum qualifications. **Failure to meet minimum qualifications will result in rejection of proposal.**

- Contractors must currently be operating food services for more than five (5) higher educational institutions in California.
- Contractors must provide applicable financial data that will demonstrate the Contractor's ability to perform. Contractors will need to show that they have sufficient capital to cover start-up costs ranging from \$100,000 to \$600,000 and accounts receivable ranging from \$100,000 to \$150,000 per week.
- Contractors must have top-level management offices and resources within the western states. Provide location and description of regional management offices for district, university or similar accounts within California.

- Contractors must be able to obtain all required insurance coverage and bonding requirements.

Tab #2: Operations Experience:

1. Provide the names of all Districts, universities or similar food operations presently operated by your company in California. For each operation provide the following:
 - a) Full name and address of the institution.
 - b) The institution's administrative officer's name and title that has been designated as the liaison officer with your food service company. Also include the name and title of at least one other administrative officer at the institution. Provide the telephone number and email address of each officer.
 - c) The number of years your company has provided continuous service. Include the initial date of original contract.
 - d) Describe the service provided to the institution (i.e. food court, coffee cart, satellite deli service, catering, etc.) Include photographs, marketing materials, branded and franchise names.
 - e) Provide the annual sales total for each service and combined annual sales total for all services your company offers at the institution.
2. Provide a list of all other states in which your firm operates a district, university or similar food service.
3. Has your company discontinued any district, university or similar operations at any location in the last three (3) years? If so, identify such institutions (including telephone numbers and addresses) and explain the reasons why the operations were discontinued. Was the discontinuation at your request, that of the institution involved or due to other factors (e.g. non-renewal due to institutional competitive RFP requirements)?

Tab #3: Food Service Plan:

1. Describe in detail the overall plan that your company proposes to implement at Mt. San Antonio College. This will incorporate your company's plan to address each future food service area on campus.
2. Describe in detail the overall plan that your company proposes to implement at Mt. San Antonio College. Please include any capital improvements, marketing strategies and menu presentation that would allow your company to stand out among the other applicants.

Tab #4: Food Service Menu:

1. Submit a list of food and beverage items that will be served in the Food Service area. Include prices.
2. Submit a four (4) week cycle of breakfast, noon and evening meals. Include portion sizes for entrees, vegetables, bread/rolls, soups, salads, desserts and beverages. Include prices.
3. Provide a list of typical holiday meals. Include prices.
4. Provide a list of "healthy choice" food items. Include nutrition information and prices.
5. Provide a list of vegetarian options. Include nutrition information and prices.

The Mt. SAC Auxiliary Services reserves the right during the term of the contract to require the Contractor to purchase and serve specific brand soft drinks. This requirement would be applicable to the cafeteria fountain service, vending machines, convenience stores and any branded concept.

Tab #5: Management Plan:

1. Submit a profile of all proposed management personnel including their education, training, experience and prospects for promotion and longevity at the Mt. San Antonio College. Also, provide a proposed organizational chart, proposed job descriptions and anticipated salaries and benefits for 2011/2012 fiscal year. Please keep in mind the College's commitment to equal opportunity in business contracting. The College reserves the right to select new managers, request the replacement of existing managers and approve all new hires. The manager must be assigned to the College fulltime and located on Campus. When the manager is not on duty, a supervisor must be assigned and the College must be notified who the supervisor will be. The College must approval removal of equipment in advance.
2. Provide a complete resume of the proposed manager(s) for the Mt. San Antonio Auxiliary Services Food Service Operation. As part of the evaluation process, and if the College so elects, the College may interview the proposed managerial candidates. The Vice President of Administrative Services will have the opportunity to conduct a final interview and will have the final approval of the Food Services Director. The Food Services Director may be removed and replaced at any time for cause at the discretion of the Vice President, Administrative Services.
3. Describe how complaints will be addressed and resolved.

Tab #6: Personnel Procedures and Practices:

1. Submit a copy of your personnel policies.
2. Describe clothing and/or uniforms that are required. If uniforms are required, please provide picture of uniform.

All employees of the contractor, prior to being assigned to work under this contract shall be fingerprinted and tested free from both tuberculosis and drugs.

Tab #7: Marketing Plans:

1. Submit a proposed marketing plan or outreach to College students, faculty and staff.

Tab #8: Student Relations Plan:

1. Submit a proposed plan to increase student interaction, especially with student government and special campus activities.

Tab #9: Catering:

1. Provide a catering menu you intend to offer. Include portion sizes and prices. Prices should be inclusive of delivery charges.

Tab #10: Prepared Food Service/Convenience Stores:

1. Provide a listing of possible prepared food choices to be sold in the College's four (4) convenience stores.
2. Describe package presentation; does your company have a branded design?
3. Describe how merchandise will be delivered, rotated and stocked.
4. Describe how your company would convert the College's convenience stores into Hybrid convenience stores offering hot foods in a convenience store environment.

Tab #11: Fee Proposal:

1. The Mt. SAC Auxiliary Services will consider payment in a variety of approaches and acknowledges the overall package presentation. Specificity is required with regard to how income will be provided to the Mt. SAC Auxiliary Services.
 - a) Will your company provide periodic rent payment (monthly, quarterly, annually)?
 - b) Will your payment be based on percentage of sales (retail and catering)?
 - c) How will income be dispersed during heavy sales periods (beginning of semester), moderate sales periods (middle of semester) and slow sales periods

- (holiday break periods or summer school)?
- d) How will payment to the College change as additional food services venues become available?

Tab #12: Reference Checks and Site Visits:

1. References will be checked on the finalists and their listed subcontractors, if any. Reference checks will also include, but are not limited to, questions on the cleanliness and maintenance of your areas of responsibility, nutrition information, menu selections, recycling and conservation efforts and your company's/subcontractor's cooperativeness with the institution requests.
2. Prior to award of contract, the College reserves the right to visit the facilities of the Contractor provided references to observe Contractors or subcontractors food services in operation. The evaluation of the site visits will be part of the evaluation of reference checks.
3. The top candidates, to be determined by the Mt. SAC Auxiliary Services selection committee, may be invited to the campus to present an audio and visual presentation of their marketing strategies for food services for Mt. SAC 2011 and beyond.

Tab #13: Equipment Condition:

1. As part of the proposal response, the Contractor shall address any deficiencies in the existing facilities and equipment. The Contractor may be requested to include a listing of any permanent equipment to be purchased and/or remodeling of facilities necessary to implement the proposed food services. While the cost and provision of these items are not to be included in the base proposal, they will be considered during the review of proposals and addressed during contract negotiations. Since the College is planning a major renovation of the food service area, including equipment, in the next 18-24 months, the College is not interested in investing in equipment upgrades at this time.

Certifications and Assurances:

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understand that the truthfulness of the facts affirmed here and continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of

restricting competition.

3. The attached proposal is a firm offer for a period of 90 days from the date proposals are due, and it may be accepted by the Mt. SAC Auxiliary Services without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the College whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official public capacity. (Any exception to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the Mt. SAC Auxiliary Services will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Mt. SAC Auxiliary Services and I/we claim no proprietary right of ideas, writings, items, or samples unless so stated in this proposal.
6. Unless required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Company Name

Name & Title

Date

**Mt. San Antonio Community College District
Auxiliary Services**

PROPOSAL and CONTRACT AWARD:

The undersigned hereby offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions as specified in RFP #2878. Submittal of this document with authorized signatures signifies complete understanding and compliance with said terms and conditions and verifies that all goods are available and services established at the time of RFP submittal.

Proposal:

<hr/> Company Name	<hr/> Typed or Printed Name
<hr/> Address	<hr/> Title
<hr/> City State Zip	<hr/> Signature
<hr/> Telephone	<hr/> Date
<hr/> Fax	<hr/> Email & Website

Contract Award: (To be used by Mt. SAC Auxiliary Services to make award to selected contractor)

Contract #2878 for Food Services Management for Mt. San Antonio Auxiliary Services is hereby awarded to the party identified above, to be effective January 3, 2011. The terms and conditions of the RFP (as may have been amended prior to this date) and the contractor's response thereto shall govern this agreement.

Thomas G. Meikle
Purchasing Manager
Mt. San Antonio College

Date

EXHIBIT "H"
HOURS OF OPERATION
Academic Year

Campus Café	
Monday to Thursday	7:00 am to 7:00 pm
Friday	6:30 am to 1:30 pm
Commons Grounds	
Monday to Thursday	6:30 am to 6:30 am
Friday	6:30 am to 1:30 pm
Mountie Grill	
Monday to Thursday	8:30 am to 9:00 pm
Friday	8:30 am to 2:00 pm
Saturday	7:00 am to 2:00 pm
Short Stop	
Monday to Thursday	7:00 am to 7:00 pm
Friday	6:30 am to 1:30 pm
Express Stop	
Monday to Thursday	7:00 am to 7:00 pm
Friday	6:30 am to 1:30 pm
Mountie Stop	
Monday to Thursday	7:00 am to 7:00 pm
Friday	6:30 am to 1:30 pm
Prime Stop	
Monday to Thursday	8:30 am to 9:00 pm
Friday	8:30 am to 2:00 pm
Saturday	7:00 am to 2:00 pm

EXHIBIT "I"

CONCESSIONS

ESTIMATED ANNUAL EVENTS

Per/past discussions with Auxiliary Services & Dining Services, concessions will not be provided for events that have less than 1000 people attending.

JULY

- Pacific Crest Band Competition (1 day)

AUGUST

SEPTEMBER

- Two football games

OCTOBER

- MTSAC Cross Country Invite
(2 separate weekends / 1 day 1st weekend / 2 days 2nd weekend)
- One or two football games

NOVEMBER

- One or two football games
- CIF Cross Country Prelims & Finals (2 separate weekends / 1 day per/weekend)
- Football playoff games (Could be 2 games if team continues to win)

DECEMBER

- Footlocker Cross Country meet (1 day)
- Football playoff game (Depends on if the team continues to win)

JANUARY

FEBRUARY

MARCH

APRIL

- LA 84 Youth Days (2 days)
- MTSAC Relays
 - 1st weekend / 1 day
 - 2nd week / 3 days

MAY

JUNE

- Commencement