



**COLLEGE**  
*of the* **DESERT**

[www.collegeofthedesert.edu](http://www.collegeofthedesert.edu)

## Request for Proposal 2019-24

College of the Desert Auxiliary Services  
Campus Food and Snacks Vending Services

**RFP Due Date:**  
**April 22, 2019 at 2:00 P.M.**

Submit Proposal To:  
Sai Vang, Interim Director, Auxiliary Services, Contracts and Purchasing  
College of the Desert  
43500 Monterey Avenue  
Palm Desert, California 92260  
Telephone (760) 423-6637, Fax (760) 341-8678  
Email [svang@collegeofthedesert.edu](mailto:svang@collegeofthedesert.edu)

**Table of Contents**

REQUEST FOR PROPOSAL (RFP) ..... 3

SECTION 1: INFORMATION FOR PROSPECTIVE CONTRACTOR ..... 4

    1. BACKGROUND ..... 4

    2. INTRODUCTION ..... 4

    3. TERM OF CONTRACT ..... 6

    4. RFP TIMELINE FOR BID EVALUATION PROCESS ..... 6

    5. NOTICE ..... 7

    6. MODIFICATION ..... 7

SECTION 2: SCOPE AND SPECIFICATIONS ..... 7

    1. PRODUCTS ..... 7

    2. VENDING MACHINES ..... 7

    3. ADDITIONAL ENHANCEMENTS ..... 9

    4. PERSONNEL ..... 9

    5. UTILITIES ..... 10

    6. TAXES, PERMITS, LICENSES AND FEES ..... 10

    7. INSURANCE ..... 10

    8. REFUNDS ..... 12

    9. MISCELLANEOUS PROVISIONS ..... 12

    10. EXCLUSIVITY ..... 12

    11. SERVICE LEVEL AGREEMENT ..... 13

SECTION 3: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS ..... 14

ATTACHMENT “A” ..... 19

ATTACHMENT “B” ..... 24

ATTACHMENT “C” ..... 25

ATTACHMENT “D” ..... 26

ATTACHMENT “E” ..... 27

**DESERT COMMUNITY COLLEGE DISTRICT AUXILIARY SERVICES  
REQUEST FOR PROPOSAL (RFP)  
FOR  
CAMPUS FOOD AND SNACKS VENDING SERVICES**

The Desert Community College District Auxiliary Services (Auxiliary) seeks proposals (Proposals) from qualified contractors to provide food and snacks vending services for the College of the Desert (College) campuses throughout the Desert Community College District's (District) five campuses. The Auxiliary anticipates the contractor (Contractor) to be awarded the contract in June 2019 and to commence services July 1, 2019.

Copies of this request for proposal can be obtained by emailing [svang@collegeofthedesert.edu](mailto:svang@collegeofthedesert.edu) or calling (760) 423-6637. The proposal is also available on the College's website at: [www.collegeofthedesert.edu](http://www.collegeofthedesert.edu).

All proposals must be received no later than **2:00 P.M. on April 22, 2019**. Late proposals will be rejected. It is the responsibility of the submitting Contractor to make sure the proposal is delivered to the specified location by the date and time specified above. Proposals must be sealed with the envelope(s) clearly marked in the lower left hand corner "Sealed Proposal for Campus Food and Snacks Vending Services".

Complete, sign, and return the original, one (1) copy and one (1) electronic version of the proposals to the following address:

College of the Desert  
Attn: Sai Vang, Interim Director, Auxiliary Services, Contracts and Purchasing  
43500 Monterey Avenue  
Palm Desert, California 92260

Email: [svang@collegeofthedesert.edu](mailto:svang@collegeofthedesert.edu)

**“SEALED PROPOSAL FOR CAMPUS SNACKS VENDING SERVICES”**

All questions and inquiries should be made in writing and e-mailed to: Sai Vang (email) [svang@collegeofthedesert.edu](mailto:svang@collegeofthedesert.edu). Any resultant changes will be issued in the form of an addendum to the RFP.

The District reserves the right to reject any or all proposals or to waive any irregularities therein. No proposals may be withdrawn for a period of sixty (60) days after the proposal submission date.

## **SECTION 1: INFORMATION FOR PROSPECTIVE CONTRACTOR**

### **1. BACKGROUND**

The Desert Community College District Auxiliary Services invites qualified Contractors to submit a proposal in response to this Request for Proposal, for exclusive food and snacks vending services throughout the District's five campuses.

The mission of the College of the Desert is to "provide excellent educational programs in basic skills, career and technical education, certificate, transfer preparation, associate degrees, noncredit and distance education, which are continuously evaluated and improved. Our programs and services contribute to the success, learning and achievement of our diverse students and the vitality of the Desert Community College District, surrounding areas and beyond." The College draws students from the geographical area known as the Coachella Valley, including the cities of Palm Springs, Cathedral City, Rancho Mirage, Desert Hot Springs, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and the communities of Mecca and Thermal. The central portion of the Coachella Valley is located about 120 miles east of Los Angeles and approximately 120 miles northeast of San Diego.

Founded in 1958, the College offers 196 associate degree and certificate programs that lead to a career or transfer to a four-year university. The College is training and educating the next generation of clean technology professionals, childcare providers, allied healthcare workers, architects, public safety experts, culinary and hospitality professionals, and more. The College employs 570 faculty members serving approximately 16,000 students and more than 300 staff and administrators.

The College first opened its doors in 1962 with nine buildings on 160 acres in Palm Desert, California. In 2016, the voters in the District overwhelmingly approved a \$577 million bond measure to enable the College to renovate and expand its campuses, including a new state-of-the-art campus in Palm Springs.

### **2. INTRODUCTION**

The Auxiliary seeks to establish a business partnership with a qualified and competent Contractor to provide food and snacks vending services at the Palm Desert, Indio, Mecca/Thermal, Desert Hot Springs, and Palm Springs Campuses.

College of the Desert is a two-year higher education institution and is one of 114 colleges in the California Community College system. The regular academic calendar runs approximately from the fourth week in August through the end of May. Winter session classes are offered throughout the month of January. Summer session classes are offered from the second week of June through the first week of August.

Students, faculty, staff and visitors use the vending services to obtain a variety of food and snack products. It is important as a potential Contractor to keep the needs and concerns of the customers in mind. A consistent and convenient product is most important. All vending machines should be stocked with similar products and maintain steady deliveries to ensure that access to vending products are

available from 6:00 A.M. to 11:00 P.M. or in accordance with facility hours.

The goal is to maintain quality food and snacks vending services and increase net revenues by maximizing the availability of product, and by developing creative strategies that benefit the District and the Contractor. It is anticipated that an exclusive, long term agreement for food and snacks vending services will provide additional resources, beyond preferential pricing and commissions.

This proposal is being competitively bid and will be awarded on the basis of the economic model deemed best by the selection committee for the interest of the College, students, and staff; and substantially compliant with all of the proposal's minimum requirements. As an example, this may include the following:

- Ability to deliver a wide variety of products, including fresh and healthy options, and microwavable meals
- Anticipated/guaranteed realized revenue in support of the District
- Feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives
- Ability to expand and enhance the current vending locations including providing enclosures that are approved by the district
- State-of-the-art technology with electronic sales tracking and machine monitoring systems

Proposals should explain the Contractor's ability to respond to the above criteria. The proposal should be organized and appropriately delineated to address each of these areas.

Please provide in your proposal the following specific information:

- 1) A current annual financial report prepared within the last twelve (12) months.
- 2) A list of at least five (5) current accounts and addresses in Southern California.
- 3) A chart of the Contractor's organization. Define how you are organized (Corp., LLP, etc.) and any parent or controlling entities or individuals.
- 4) Description and location of your office(s) that would service this account.
- 5) A brief resume of the supervisor and manager that would be assigned to this account.
- 6) The ability to provide our District with a comprehensive line of products which respond to consumer demand and brand preference.
- 7) A list of the equipment that the Contractor proposes to provide.
- 8) A detailed Food and Snacks Agreement that includes service and reporting commitments,

marketing proposals, distribution and dispute resolution.

- 9) Submitted proposals must be dated and signed by an authorized representative of the Contractor's organization.
- 10) Proposals are requested as specified. If the description of the Contractor's offer differs in any way, a detailed explanation must follow.

It should be noted that the Auxiliary maintains separate contracts with Pacific Dining for food services concession, the Pepsi Beverages Company for exclusive beverages services, including beverage vending machines, and the Follett Higher Education Group for operation of the bookstore. In addition, the College maintains two (2) student run snacks and beverage stalls (Roadrunner Café and Solutions Kiosk) to teach students how to operate a small business.

### **3. TERM OF CONTRACT**

- The Auxiliary will consider bids from Contractors starting with a three (3) year agreement with option to renew for an additional two (2) year term, not to exceed five (5) years. The District will also consider a maximum five (5) year agreement.
- The District may terminate the agreement for cause by providing a show cause letter to the Contractor citing instances of non-compliance.
- The Contractor shall have thirty (30) days to cure non-compliance to the satisfaction of the district.
- Contractor agrees to remove all machines/equipment within (5) business days following the effective termination date of this agreement.
- During the term of this agreement, Contractor shall meet with the District designee twice a year to discuss the operations, any trends, proposals, new product lines, etc. Annually a comprehensive business review is requested.

### **4. RFP TIMELINE FOR BID EVALUATION PROCESS**

The District anticipates the following schedule for selecting a Contractor.

March 20, 2019	Notification of RFP availability
Upon Request	Distribution of RFP to all interested Contractors
April 22, 2019	Proposal due by 2:00 P.M. to: College of the Desert Attn: Sai Vang, Interim Director, Auxiliary Services, Contracts & Purchasing 43500 Monterey Avenue Palm Desert, California 92260  Email: svang@collegeofthedesert.edu

April 22 - 26, 2019	Review of qualified proposals and reference checks
Week of May 10, 2019	Mandatory presentations to the Food Advisory Committee
End of June 2019	Award of Agreement
TBD	Signing of agreement and submission of insurance certificates
July 1, 2019	Agreement commences

**5. NOTICE**

Any formal notice shall be deemed to be sufficient when given by the district to the Contractor by registered or certified mail addressed to the Contractor at the business address shown on the proposal. Any formal notice given by the Contractor to the District shall be deemed sufficient when sent by registered or certified mail to College of the Desert, Attention: Sai Vang, Interim Director, Auxiliary Services, Contracts and Purchasing, 43500 Monterey Avenue, Palm Desert, CA 92260.

**6. MODIFICATION**

- a) Modifications to the terms of the agreement may be made by mutual agreement in writing between the parties.
- b) Proposed commissions, guaranteed minimum annual commission, signing bonuses or contributions will be considered firm for the entire term of the agreement unless it is documented, and accepted by the District, that are documented reasons of changes in legislation, taxes, fees or a significant condition outside the control of the Contractor that justifies a renegotiation. Due to ongoing college construction and maintenance projects, it is expected that some vending locations may be closed, and new or remodeled locations be opened over time and these situations are routine and are not considered justification to renegotiate.
- c) Contractor will provide, at its cost, necessary documentation to the District to make any changes it requests.

**SECTION 2: SCOPE AND SPECIFICATIONS**

**1. PRODUCTS**

The Contractor shall be responsive to students and staff consumer demand and brand preference when providing food and snacks vending products. In spring of 2018, the College conducted Food and Beverage Surveys to gather feedback from students, faculty and staff. The survey reports are made available by clicking on the links below:

- [Student - Food and Beverage Survey, Spring 2018](#)
- [Faculty and Staff - Food and Beverage Survey, Spring 2018](#)

**2. VENDING MACHINES**

- a) The Contractor shall install, at its expense, at the locations of vending machines specified by the District. Attachment “A” is a current listing of vending machines located in the District’s

campuses.

- b) The District shall have the right to determine at any time during the term of agreement that any of the vending machines are no longer required. These machines, that are no longer required, shall be removed by the Contractor in a timely manner at the Contractor's expense.
- c) All vending machines furnished shall be equipped so as to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devices which shall be maintained in operating condition at all times. All machines shall be approved by the Underwriter's Laboratories, Inc., the National Sanitation Foundation, National Automatic Merchandising Association, and the Riverside County Health Department.
- d) The Contractor shall at all times, at its expense, maintain the vending machines, including any meters, electronic monitoring systems, electronic sales equipment and special attachments, in proper working order and promptly make all necessary repairs and replacements of parts.
- e) The Contractor will maintain the vending machines, material handling equipment and service vehicles in a clean, attractive and sanitary condition to the satisfaction of the District.
- f) All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
- g) The District shall have the right to inspect any and all vending equipment at any time for sanitation and housekeeping reasons and conduct bacteriological examinations of the vending machines and products vended that the District deems appropriate. To this end, the Contractor will supply the district, a designated representative with the necessary means to access all vending machines. The District agrees to notify Contractor in advance whenever such access is required.
- h) A schedule will be provided by Contractor that details how vending machines will be improved upon, changed out or upgraded.
- i) Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
- j) The Contractor will be required to provide its complete line of vending products including but not limited to: candy, granola bars, chips, cookies, crackers, nuts, jerky, fresh food (salads, sandwiches, fruit, etc.) and other meal option products. It will be decided upon which products are to be dispensed by the Contractor and the appropriate District representative.
- k) If and when the Contractor enters new snack categories (i.e. gluten free) or makes changes to existing products, the District representative and the Contractor will decide whether those products will be sold on campus during the term of the agreement.

- 1) Contractor agrees to provide a statement report of all vending sales for each machine no less than quarterly. Any commissions due the district must be paid on a monthly basis by the fifteenth (15) calendar day of the following month. Contractor agrees to pay interest for any commissions not paid on time at a rate of 1.5% per month for each month or partial month payment is late or the maximum interest rate allowed by law, whichever is lower. Any monies due, which are not paid within sixty (60) days of due date will, upon election by the District, result in termination of agreement.

### **3. ADDITIONAL ENHANCEMENTS**

- a) The Contractor shall provide machines that are able to accept coin and dollar bills, debit/credit cards, and mobile payment and digital wallet services.
- b) The Contractor shall provide all equipment and materials necessary for the operation of the vending services including but not limited to microwaves, condiments, napkins, plates, utensils, etc. required at each location.
- c) The Contractor shall provide an identification number and decal on each machine providing the telephone number for emergency service and customer refund information.
- d) The Contractor will furnish within three (3) months of the execution of the agreement, at its sole expense, custom front panels for use on the vending equipment placed at all college locations. The design will be mutually created and agreed upon as well as panel placement between the Contractor and District designee.

### **4. PERSONNEL**

The Contractor is an independent contractor and not an employee of the District. The Contractor is solely responsible for the actions and behaviors of its employees.

- a) Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Contractor understands that harassment of any student or employee of Desert Community College District with regard to ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
- b) Contractor agrees that their lead vending employee and relief employee will be available via mobile communication devices and have authorization and access to resolve most vending out-of-

stock, malfunction or similar issues.

- c) The District agrees to arrange with each campus the appropriate access guidelines that the Contractor will be obligated to follow.
- d) Contractor's personnel shall observe all District regulations for driving, parking, and work behavior while on campus.
- e) It is desired that employee uniforms be provided by the Contractor that easily and appropriately identifies the Contractor and its employees.
- f) Contractor shall comply with all government regulations related to the employment, compensation and payment of personnel.

## **5. UTILITIES**

- a) The District agrees to provide all necessary utilities at no cost to the Contractor. It is understood that District approvals are required for all installations.
- b) The District will make every reasonable effort to inform Contractor of scheduled utility shutdowns, unexpected utility failures or vandalism but will not be liable for loss of product or equipment.
- c) Contractor agrees to supply, install and maintain utility cords, tubing, etc., so as to comply with all applicable health, safety and building code requirement(s).
- d) In addition to the requirements set forth in Section 2, Article 4, Contractor agrees to comply with all applicable district policies, regulations or directives.

## **6. TAXES, PERMITS, LICENSES AND FEES**

- a) Contractor agrees to assume complete liability for all taxes, permits, licenses and fees applicable to its property, income and business arising out of or in connection with the performance of the agreement.
- b) Contractor shall obtain all necessary permits and licenses for the installation and operation of all equipment including the vending machines, retail coolers and fountain equipment in its name and at its expense.
- c) Contractor will not be reimbursed by District for any direct or indirect tax imposed on it by reason of this agreement.

## **7. INSURANCE**

Throughout the agreement period, the Contractor agrees to maintain in full force and effect at its sole expense the following insurances:

- General Liability: comprehensive or commercial form minimum limit each occurrence \$1,000,000, general aggregate \$2,000,000
- Employer Liability: \$1,000,000
- Business Automobile Liability: Minimum limits for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: Required under California State Law.
- The Certificate holder on the Certificate of Insurance is to read additional insured:

College of the Desert  
43500 Monterey Avenue  
Palm Desert, California 92260

- The Desert Community College District, the Trustees of the Desert Community College District, the Desert Community College District Auxiliary Services and their officers, employees, representatives, agents and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor.
- For any claims related to this agreement, the service Contractor's insurance coverage shall be primary insurance with respect to the Desert Community College District, the Trustees of the Desert Community College District, the Desert Community College District Auxiliary Services, their officers, employees, representatives, agents, or volunteers.

Each insurance policy required by the agreement shall be endorsed to Desert Community College District and state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Certificates and endorsements must be received and approved by the District before work commences.

- Contractor's insurance shall be with insurers that carry A. M. Best's rating of no less than A-VII, unless otherwise accepted by the District.
- Indemnifications: Contractor shall indemnify, defend, and hold harmless the Desert Community College District, the Trustees of the Desert Community College District, the Desert Community College District Auxiliary Services their officers, employees, representatives, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

## **8. REFUNDS**

- a) Contractor shall provide an acceptable customer refund policy, procedure and execution plan for vending machines.
- b) Contractor will process refunds within seven (7) working days of the occurrence.
- c) For the purpose of tracking commissions, refunds and vending machine failures, the Contractor will develop policy, procedures and execution plan that will identify the performance of machines, type of machines, and location.

## **9. MISCELLANEOUS PROVISIONS**

- a) Contractor agrees that the District has the right to inspect, audit Contractor's accounting records, machine meters, and related documentation to verify sales and commissions in a reasonable and timely manner and will accommodate the District upon request.
- b) All wrappings, boxes, etc., which are necessary to stock products into the equipment and vending machines, shall be removed by the Contractor from the College property by Contractor and not deposited into any campus trash.
- c) Contractor will maintain a record of cleaning and sanitizing each machine and records shall be maintained for at least the past sixty (60) days. Copies of such records shall be made available to the District upon request.
- d) Each vending machine shall have a sticker on it informing the customer who to call if they have problems with lost coin, damaged product, etc. The District's assigned representative shall notify the Contractor of the exact problem.

## **10. EXCLUSIVITY**

The term "exclusivity" shall mean that the District will use its best efforts in arriving at an agreement with the successful Contractor for the exclusive right to install and operate food and snacks vending machines throughout the District. Food and snack products sold in vending machines are non-exclusive.

The District makes no "warranty" or "guarantee" that other like products or services shall not be consumed on District property as a result of student activities generated under the auspices of student clubs, organizations and the Associated Student Government, and/or as a result of consumables brought to District property by students, faculty, staff and visitors.

Contractor understands and agrees that the requirements of the District for the stated products and/or services may vary greatly depending upon time of year, consumer demand, Contractor pricing, individual likes and dislikes, quality of products and services furnished, and other similar factors outside the control of the District.

## **11. SERVICE LEVEL AGREEMENT**

Successful Contractor shall define their commitment to quality service throughout the duration of the contract. This includes pricing, service, and contributions to the District, delivery schedules and resolution when failed to deliver product as ordered.

### **Service:**

College of the Desert is committed to exemplary service. The Contractor should describe the service and quality control procedures proposed for this food and snacks program as a minimum the Contractor will:

- 1) Provide on call maintenance and repair service for its equipment within 24 hours of a service call being placed at no charge to the District.
- 2) Contractor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning equipment. Contractor will make regular routine inspection of the equipment locations to check consistency of products and make adjustments as necessary.
- 3) Contractor shall maintain account in regards to correct pricing, product and materials being available to the account. A quarterly review meeting between Contractor and District designated representative to discuss marketing, new promotions and general account review is desired.
- 4) The Contractor and District designee will work together to develop delivery schedules and times that are mutually acceptable to fulfill the demands on the campus locations. No less than twice a week deliveries will be accepted.
- 5) Equipment that cannot be returned to full service within five (5) working days of notification shall be replaced with equipment similar in design and quality.
- 6) Response time shall not exceed one (1) working day.

### **Pricing:**

The proposal must identify a pricing structure for all products that are to be vended by the District. The proposal should include specific pricing on all products that will be sold to the District along with volume incentives.

- 1) The proposal should identify the proposed commission rates by selling price for sale of vended food and snack product for each product category, size and package sold. Commission must be stated as a percentage of gross sales without deduction of any costs incurred including, but not limited to taxes, repairs and service.
- 2) The proposal should identify the Contractor's policy on increasing prices during contract term.

## **SECTION 3: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **Availability of Proposals:**

To obtain the specifications and proposal package you may contact, Sai Vang (email) svang@collegeofthedesert.edu.

### **Proposal:**

Contractor proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, “**CAMPUS FOOD AND SNACKS VENDING SERVICES**”, in the amounts listed on the proposal submitted. The Contractor confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Contractor in preparing and submitting this Proposal.

### **Proposal Submittal:**

Submit one (1) original proposal, one (1) copy and one (1) electronic version. Proposals must be addressed and delivered no later than **2:00 PM on April 22, 2019**. Please plan deliveries accordingly. Mailing Address: College of the Desert – Attention: Sai Vang, Interim Director, Auxiliary Services, Contracts & Purchasing – 43500 Monterey Avenue, Palm Desert, CA 92260. Proposal responses not received by the closing date and time indicated above will not be accepted. Proposals shall be placed in a sealed envelope bearing on the outside the submitter’s company name and address, along with “**SEALED PROPOSAL FOR CAMPUS FOOD AND SNACKS SERVICES**”. At that time the envelopes will be forwarded to the committee for review.

The District will not be responsible for and will not except late proposals due to delayed mail delivery or courier services. Proposals may be mailed or hand carried, but it is the responsibility of the Contractor to make sure the Proposal is received by the District prior to the deadline. Proposals received after the deadline for closing will be returned unopened unless necessary for identification purposes. The District is not responsible for mail/messenger delays.

### **Presentation of Proposal:**

All information requested should be submitted. Failure to submit all information requested may result in a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected. Failure to follow the instructions herein will be considered a reflection of the Contractor’s ability to perform the requirements of the contract. Any supplemental information the Contractor wishes to include to enhance its response may be attached to the submission.

### **Acknowledgment of Proposal Addenda:**

In submitting a Proposal, the Contractor acknowledges receipt of all Proposal Addenda issued by or on behalf of the District. The Contractor confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Proposal Addenda.

### **Documents Accompanying Proposal:**

Proposals must include the following attachments:

- Attachment “B”: Hold Harmless Agreement
- Attachment “C”: Non-Collusion Affidavit
- Attachment “D”: Certificate Regarding Worker’s Compensation
- Attachment “E”: Proposal Signature Form

The Contractor acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Calling for Proposals, the instructions for Contractors and in each of the foregoing documents, the Proposal may be rejected as non-responsive. Proposals must be submitted on the District Proposal Forms and Proposal Signature Form along with any other required submittals that meet both format and content requirements listed herein.

**Request for Information:**

All questions and inquiries should be made in writing and e-mailed by **April 17, 2019** to Sai Vang (email) [svang@collegeofthedesert.edu](mailto:svang@collegeofthedesert.edu). Any resultant changes will be issued by in the form of an addendum to the RFP and posted on the College website: [www.collegeofthedesert.edu](http://www.collegeofthedesert.edu).

**Changes to the Proposal:**

Contractors should verify their proposals prior to submission to the District. No proposal can be corrected, altered, or signed after opening. The District will not be responsible for errors or omissions on the part of the Contractor in making up its proposal. Once a proposal has been opened, it is subject to acceptance by the District as submitted. No verbal changes to a proposal will be accepted.

If the Contractor must take exception to any portion of this proposal or has suggestions on how to better serve the District, please provide your suggestions and exceptions to an Addendum to this RFP.

**Withdrawal of Proposals:**

Any responder may withdraw its proposal either by written or telegraphic request delivered to the District prior to the scheduled closing time for receipt of proposals. In the event a responder submitting a proposal shall seek to withdraw its proposal, it shall be the sole and exclusive responsibility of the responder to notify the District of such withdrawal prior to the proposal closing date/time. Any written or telegraphic notice of withdrawal of a submitted proposal received after the scheduled closing time for receipt of proposals shall not be considered by the District or effective to withdraw such proposal.

**Interpretation of Proposal Documents:**

If any responder is in doubt as to the true meaning of any part of the specifications or other portions of the proposal documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the Proposal documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole responsibility of the Contractor to assure delivery of written questions or inquires. Written questions or inquiries should be emailed to Sai Vang at the following e-mail address: [svang@collegeofthedesert.edu](mailto:svang@collegeofthedesert.edu). The person submitting the request will be responsible for its prompt delivery within the time limit written above. Failure to request interpretation or clarification of the specifications or other portions of the Proposal documents shall be deemed a waiver to any discrepancy, defect, or conflict therein.

Any interpretation or correction of the contract documents shall be made only by written addendum duly issued by the District. A copy of any such addendum will be emailed and posted on the college website: [www.collegeofthedesert.edu](http://www.collegeofthedesert.edu). No person is authorized to render an oral interpretation or correction of any portion of the contract documents to any responder, and no responder is authorized to rely on any such oral interpretation or correction.

**District's Right Not to Award:**

The District Auxiliary Board of Directors retains the right not to award a contract.

**Indemnification/Limitation of Liability:**

The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Contractor and Contractor's exclusive remedies against the District.

**Product and Evaluation:**

If requested, the Contractor shall submit, at no charge to the District, one (1) sample of each item requested for evaluation. Samples shall be submitted, properly labeled and with the Contractor's name, per the instructions given when the request is made.

**Mandatory Presentation:**

A mandatory presentation to the Food Services Committee shall be scheduled. It is anticipated to be scheduled the week of May 10, 2019.

**Worker's Compensation Insurance:**

Contractor agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Contractor performing this Agreement files a worker's compensation claim against the District, Contractor agrees to defend and hold the District harmless from such claim.

**Proposal Validity:**

No Contractor may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals. All withdrawals must be in writing.

**Competency of Contractor:**

In selecting the responsible Contractor, consideration will be given not only to the financial standing but also to the general competency of the Contractor for the performance of the work covered by the proposal. By submitting a proposal, each Contractor agrees that the District, in determining the successful Contractor and its eligibility for the award, may consider the Contractor's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the Contractor's performance of the work.

**Public Information:**

All materials received by the District in response to this Invitation for Proposals shall be made available to the public. If any part of a Contractor's materials is proprietary or confidential, the Contractor must identify and so state. Any Contractor information used to aid in proposal selection must not be restricted from the public.

**Proposal Costs:**

The District will not pay the Contractor or agents for any costs incurred by the Contractor in the preparation, presentation, submission, demonstration or negotiation of this proposal.

**Examination of Equipment, Facilities and Contract Documents:**

At its own expense and prior to submitting its Proposal, each Contractor shall examine the contract documents, familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Proposal, and determine the character, qualities and quantities specified. The submission of a Proposal shall be incontrovertible evidence that the Contractor has complied with all the requirements of this provision of the Information for Contractors.

**Non-Assignability:**

This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.

**Governing Law:**

This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Riverside, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**No Third Party Beneficiaries:**

Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.

**Attorneys' Fees and Costs:**

If either party shall bring any action or proceeding against the other party arising from or relating to this

agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**CANRA:**

In accordance with the Child Abuse and Neglect Reporting Act (CANRA) and California Penal Code 11166, the parties shall ensure that all employees, volunteers, consultants, sub-Contractors or agents performing services under this Agreement will report any known or suspected child abuse or neglect to a child protective agency, by telephone and within 36 hours of the suspected abuse or neglect.

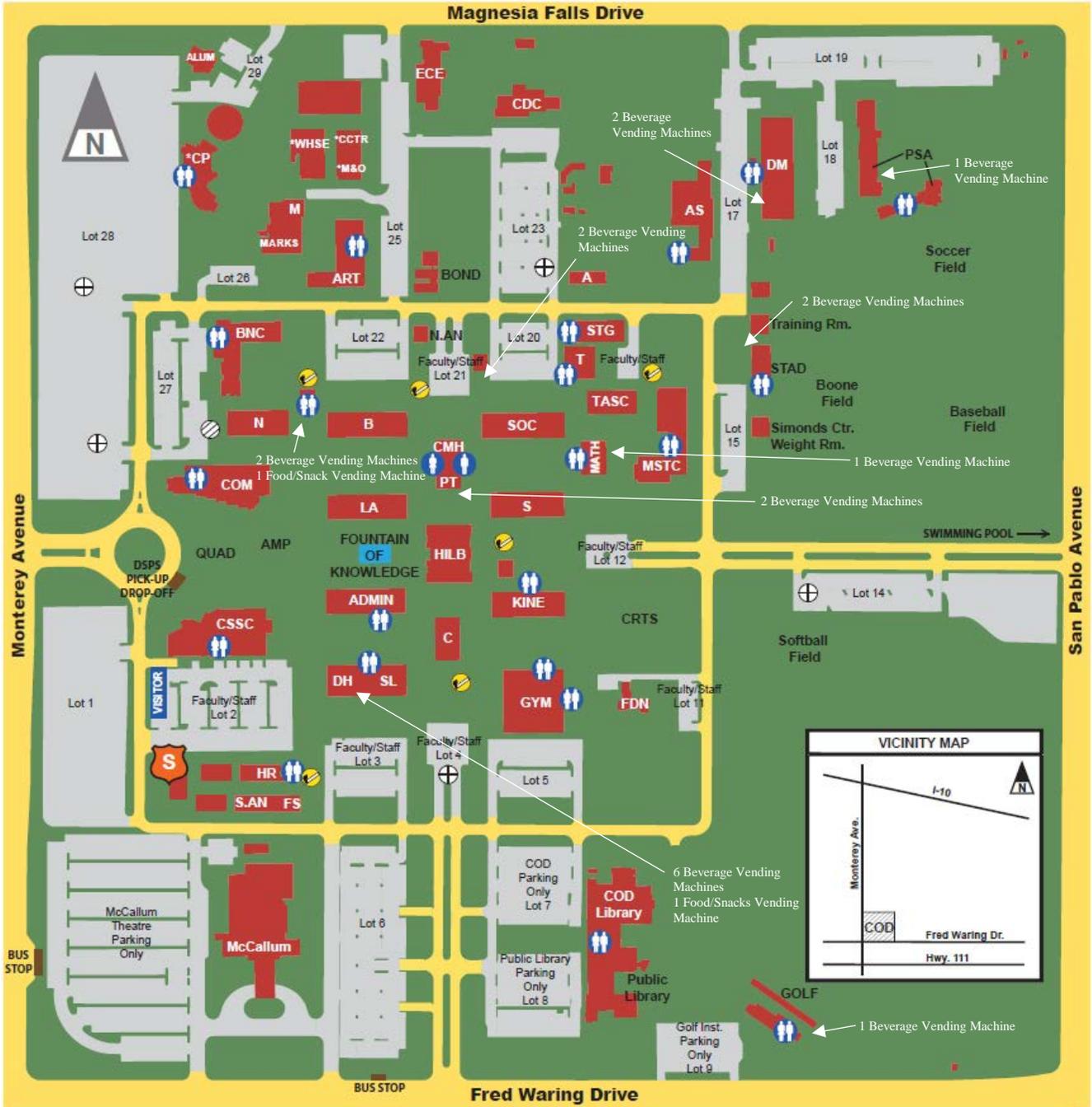
**Equal Opportunity Employer:**

Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

# ATTACHMENT "A"

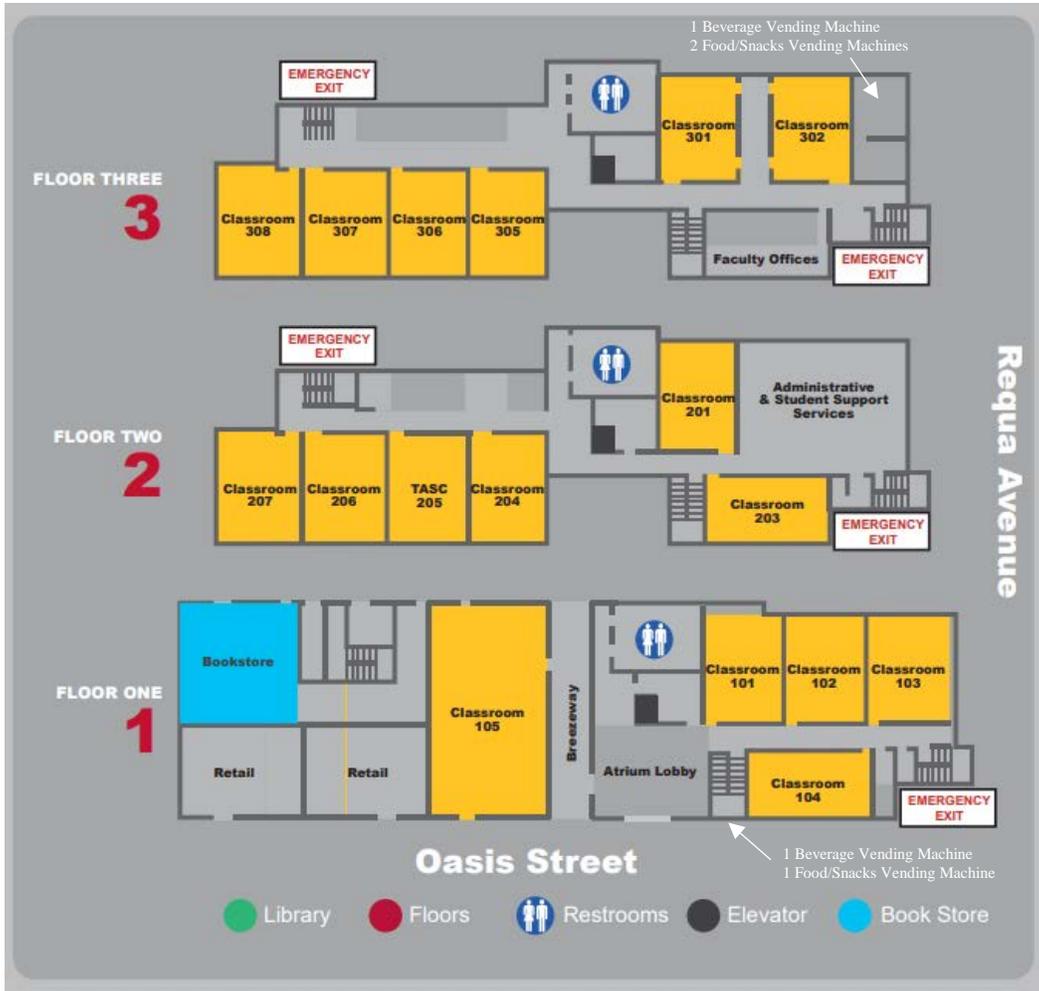
## Location & Maps of Current Vending Sites (As of December 2018)

<p><b>Palm Desert Campus - Main Campus</b> 43500 Monterey Avenue Palm Desert, CA 92260</p>	<ul style="list-style-type: none"> <li>• 17 Beverage Vending Machines</li> <li>• 2 Food/Snacks Vending Machines</li> </ul>
--	--



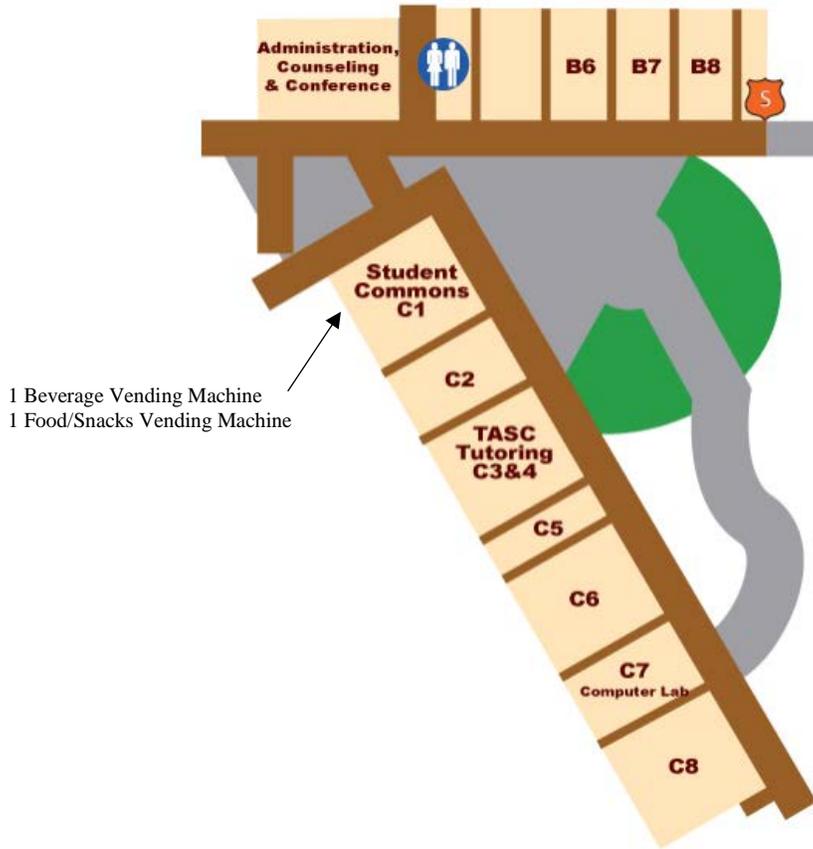
**Indio Campus**  
 45524 Oasis Street  
 Indio, CA 92201

- 2 Beverage Vending Machines
- 3 Food/Snacks Vending Machines



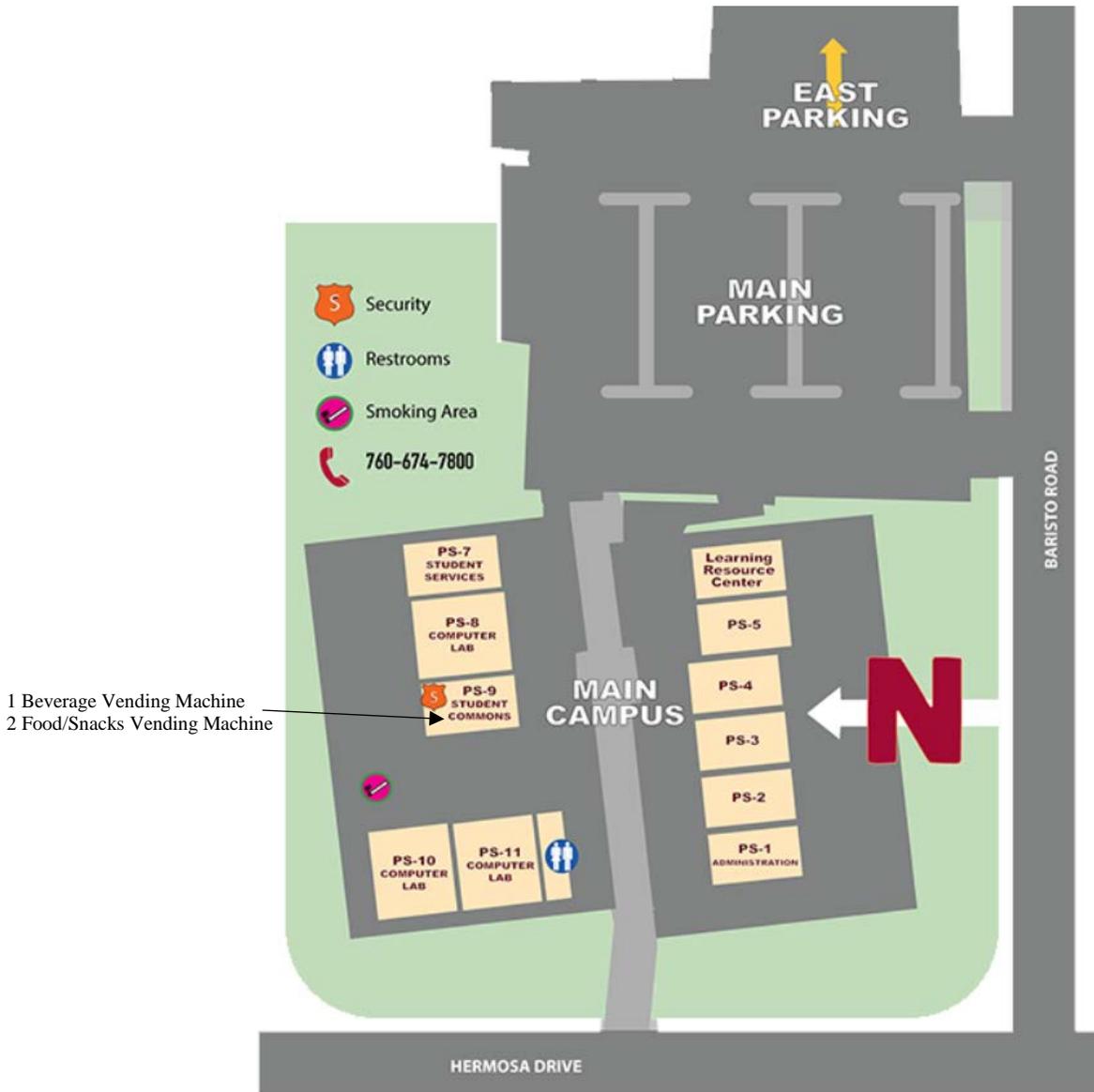
**Mecca/Thermal Campus**  
61120 Buchanan Street  
Thermal, CA 92274

- 1 Beverage Vending Machine
- 1 Food/Snacks Vending Machine



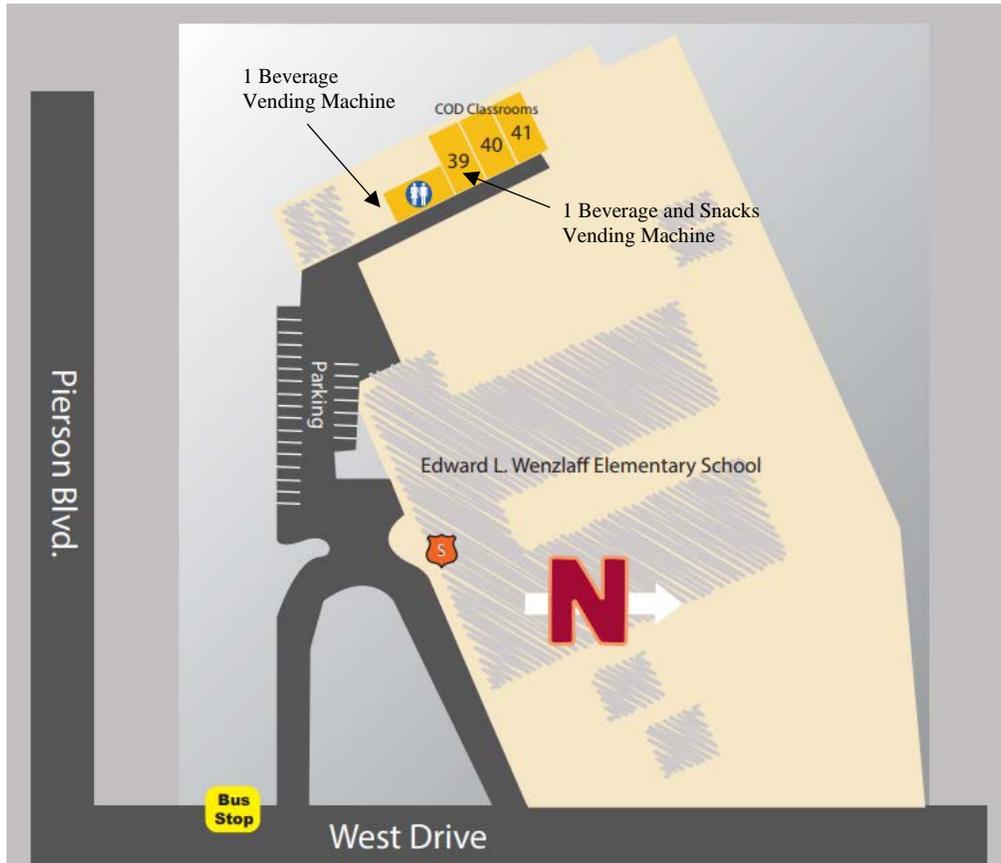
**Temporary Palm Springs Campus**  
1300 East Baristo Road  
Palm Springs, CA 92262

- 1 Beverage Vending Machine
- 2 Food/Snacks Vending Machine



**Desert Hot Springs Campus**  
Edward L. Wenzlaff Education Center  
11625 West Drive  
Desert Hot Springs, CA 92240

- 1 Beverage Vending Machine
- 1 Beverage & Food/Snacks Vending Machine



**ATTACHMENT "B"**

**HOLD HARMLESS AGREEMENT**

The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the District, its officers, employees, agents or independent Contractors who are directly employed by the District; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

SUBMITTED BY:

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*In accordance with the Corporations Code of California, any contract entered into by any corporation with Desert Community College District shall be signed by two officers of the corporation: the president/CEO or any vice president AND the secretary or the treasurer/CFO or any assistant treasurer. If Contractor is a corporation, and signer is not an officer, attach certified copy of by-laws or resolution authorizing execution. If Contractor is a corporation, affix corporate seal. If signer is an agent, attach power of attorney. If Contractor is not an individual, list names of other persons authorized to bind the organization.*

**ATTACHMENT "C"**

**NONCOLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

County of \_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Contractor)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Expiration Date)

**ATTACHMENT "D"**

**CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
  
2. By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.

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

\_\_\_\_\_  
Proper Name of Contractor

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT "E"**

**PROPOSAL SIGNATURE FORM**

**Due Date: NO LATER THAN 2:00 P.M. ON APRIL 22, 2019**

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the Proposal form, hereby offers to provide the products and services described in the request for proposal for **Campus Food and Snacks Vending Services**. Contractor proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, **"Campus Food and Snacks Vending Services"**, in the amounts proposed in your response. A duly executed copy of the signature page of this proposal document must accompany your response.

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

Authorized Signature: \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Number of Addenda received, acknowledged and incorporated into this Proposal: \_\_\_\_\_