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## **REQUEST FOR PROPOSALS**

**College of the Desert Auxiliary Services  
Food Vending Services  
RFP #2024-01**

**Published: January 19, 2024**

**RFP Due Date: Friday, February 23, 2024 at 3:00 P.M. PST**  
Proposals not received by this date and time will not be accepted/considered.

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## Notice

### College of the Desert Auxiliary Services Request for Proposal (RFP) for Food Vending Services (RFP #2024-01)

The Desert Community College District Auxiliary Services (Auxiliary) seeks proposals from qualified contractors (Contractor) to provide comprehensive food vending services for College of the Desert (College) campuses in Palm Desert, Palm Springs, Indio, Desert Hot Springs and Mecca Thermal, California. The Auxiliary will only consider proposals to service all campuses.

The Auxiliary anticipates to award the contract(s) in March 2024 and to commence services by July 1<sup>st</sup>, 2024 for all College of the Desert Campuses.

The electronic copy of this RFP can be found on the District's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php> or by emailing Ellen Clifford at [eclifford@CollegeoftheDesert.edu](mailto:eclifford@CollegeoftheDesert.edu).

Each Proposal must conform to the RFP documents, including but not limited to the Scope of Work and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP document may be rejected as non-responsive.

All questions and inquiries should be made in writing and e-mailed to Ellen Clifford at [eclifford@CollegeoftheDesert.edu](mailto:eclifford@CollegeoftheDesert.edu). Any resultant changes will be issued in the form of an addendum to the RFP on the District's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php>. It is the responding contractor's responsibility for ensuring that they have received any and all addenda. If not, the contractors may be considered non-responsive. Contractors shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Contractor's acknowledgement of the addenda must be declared in the proposal in the **Cover Sheet Form**.

All proposals must be sealed and received no later than **3:00 P.M. on February 23, 2024**. The District will accept either a hard mail copy of the proposal or an emailed electronic copy. Late proposals will be rejected. It is the responsibility of the submitting contractors to make sure the proposal is delivered to the location specified by the date and time specified above. An electronic email or hard copy is acceptable.

- Proposals must be sealed with the envelope(s) clearly marked in the lower left-hand corner "**Sealed Proposal for Food Vending Services (RFP #2024-01)**" to the following address: College of the Desert  
Attn: Ellen Clifford, Auxiliary Services, Contracts and Purchasing  
43500 Monterey Avenue  
Palm Desert, California 92260

- An electronic copy emailed to eclifford@CollegeoftheDesert.edu

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: General Information**

### **1.1. Introduction**

This Request for Proposals (RFP) contains specifications and related documents covering comprehensive food vending services as specified herein.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of Proposals. The publication of this RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to Food Vending Services obtained from any source, either by verbal or written communications.

This RFP shall not be construed to (1) create an obligation on the part of the Auxiliary to enter into a contract with any contractors; or (2) serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

### **1.2. About Desert Community College District**

The Desert Community College District (District) is one of 72 California Community College District founded in 1958 as College of the Desert (College). The District is governed by five elected members on its Board of Trustees and a Student Trustee elected by the Student Body. The District's affairs are administered by the Superintendent/President, who is appointed by the Board of Trustees.

The mission of the College of the Desert: "is an inclusive, student-centered community college providing high-quality degree, certificate, and transfer programs that are accessible, affordable, and responsive to the diverse needs of students and our community. By preparing workforce professionals and leaders, the College enhances the local economy, closes persistent equity gaps, and improves the quality of life in the Coachella Valley and surrounding communities."

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.

College of the Desert offers 252 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 538 faculty members serving approximately 16,000 students and more than 328 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 CC to renovate and expand its satellite campuses. The District is in the planning stages of building new campus locations in Cathedral City and Palm Springs. A campus expansion project is underway at the Indio campus location. The Indio Campus Expansion project is expected to be complete in Summer 2024 adding 67,000-gross-square-foot featuring classrooms, a café, offices, science labs, a student success services center, open study and collaboration areas, and a pavilion connecting it to the existing campus building. The space is anticipated to be fully operational in 2024 and can accommodate an additional 5,000 students.

The Auxiliary is offering an outstanding opportunity for an entrepreneur or existing food vending service firm to expand its marketplace. The selected Contractor(s) will provide a level of service to students, faculty, staff and visitors comparable to the finest Auxiliary Services operations and to provide a service that is responsive to the needs of the College, its students, and the surrounding community. This mission will be accomplished by achieving customer satisfaction through a total quality management perspective.

**Enrollment**

The annual student enrollment beginning Fall 2017 through Spring 2023 follows:

<b>Academic Year</b>	<b>Student Headcount</b>
2017-2018	16,043
2018-2019	16,066
2019-2020	16,818
2020-2021*	15,311
2021-2022*	15,770
2022-2023	16,556

\*College of the Desert, like most California community colleges, experienced a decline in enrollment as a direct result of the COVID-19 Pandemic. In March 2020, the College closed for face-to-face instruction and transitioned to online learning. The College has since reopened its campuses for employees, students and the community at large. Enrollment is slowly on the rebound as the College assess student needs for increased face-to-face instruction and other factors.

**1.3. Purpose of RFP and Scope of Work**

The College of the Desert is seeking a Food Vending Services company to maintain quality food and snacks vending services and increase net revenue 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 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 objectives.

**1.4. Objectives**

- Ability to deliver a wide variety of products, including fresh and healthy options, and optional microwavable meals
- 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
- Sales reports and meetings on a quarterly basis with Auxiliary Services to enhance the customer experience, student engagement and sales.
- Marketing and Participation in events around all College of the Desert Campuses

### **1.5. Additional Requirements**

- A current annual financial report prepared within the last twelve (12) months
- A list of at least five (5) current accounts and addresses
- An organization chart
- Description and location of your office(s) that would service this account
- A brief resume of the supervisor and manager that would be assigned to the account
- The ability to provide our District with a comprehensive line of products which respond to consumer demand and brand preference that tailors to the Coachella Valley
- A list of the equipment that the Contractor proposes to provide
- A detailed Food and Snacks Agreement that includes service and reporting commitments, scholarships, sponsorships, rebates, marketing proposals, distribution and dispute resolution.
- Submitted proposals must be dated and signed by an authorized representative of the Contractor's organization
- 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 College of the Desert Auxiliary Services maintains separate contracts with Pacific Dining for exclusive food dining services, the Reyes Coca Cola 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 one (1) food pantry distribution at the Indio Campus.

### **1.6. Term of Contract**

The successful contractor(s) is expected to enter into a five (5) or three (3) year contract with the Auxiliary beginning July 1, 2024.

The District may terminate the contract at any time for any reason by giving at least ninety (90) day notice in writing to the contractor.

The District reserves the right to incorporate general contractual terms and conditions (found here: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/terms-and-conditions.php>) into any agreement in response to this request. The submission of any other

terms and conditions by a contractor may be grounds for rejection of the contractor's proposal.

### **1.7. Insurance Requirement**

The Contractor awarded the contract shall at all times during the term of the agreement, provide the following insurance:

- a) Commercial general liability with respect to the services provided by, or on behalf of, Contractor. All insurance policies shall state the name of the insurance carrier and name Desert Community College District Auxiliary Services and its Board of Directors and Desert Community College District and its Board of Trustees as additional insureds.  
Liability insurance or death, bodily injury and property damage shall be for no less than One Million Dollars (\$1,000,000) per occurrence, and no less than Two Million Dollars (\$2,000,000) general aggregate.
- b) Workers' Compensation Insurance in the amount required by law and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- c) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Additional insured coverage should be requested to include the District, its officers, directors and employees, volunteers, and any other party, as may be required. Coverage shall be primary and non-contributory.

Waiver of subrogation endorsement shall be requested in the District's favor for general liability, auto liability and workers' compensation.

The Contractor shall furnish certificates of Insurance and applicable endorsements to the District. The required insurance shall be subject to the approval of the District, but any acceptance of insurance certificates by District shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the contract. If higher limits or other forms of insurance (e.g., professional liability, hazardous materials or pollution liability) are required by the Auxiliary, the Contractor will comply with such requirements. The Auxiliary may take such steps as necessary to assure Contractor's compliance with insurance requirements. In the event Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required Certificates and/or endorsements, the Auxiliary may maintain such coverage and charge the expense to the Contractor and/or terminate this agreement.

The Contractor's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the Proposal.



**1.8. RFP Schedule**

The District reserves the right to modify the below schedule of events:

Publication of RFP	January 19 <sup>th</sup> , 2024
Last Day to Submit Questions	February 2 <sup>nd</sup> , 2024
Proposals Due	February 23 <sup>rd</sup> , 2024 at 3:00 P.M. PST
Committee Review of Proposals	March 1 <sup>st</sup> , 2024
Interview with Short Listed Qualified Contractors	TBD
Award of Contract	March 13 <sup>th</sup> , 2024
Contract Commences	July 1 <sup>st</sup> , 2024

**1.9. Evaluation Process**

The review process used to select a qualified contractor will be as follows:

- a) The College’s Food Services Advisory Committee (Committee) shall review and evaluate all proposals received using the criteria noted in Section 1.4 – 1.5. Incomplete proposals may be rejected as non-responsive.
- b) The Committee may conduct oral interviews of selected short-listed contractors as needed. The District may request selected contractors to make an oral/visual presentation in connection with the oral interview. The purpose of this interview is to confirm information provided in the Proposal. This will also be another opportunity for the Committee to request additional clarifications. In these interviews, the contractor may expand on the information provided.

**1.10. Evaluation Criteria**

Contractors submitting a proposal are advised that all responsive documents will be evaluated to determine each contractor’s ability to best meet the needs of the District. The Committee evaluation may include, but is not limited to, a consideration of the following criteria:

- a) **Responsiveness.** Contractor shall demonstrate relevant experience, qualifications and capacity to meet the needs of the District. A "responsive" contractor has the financial resources, personnel, facilities, integrity, and overall capacity to consummate the contract successfully.
- b) **Commission Structure.** The Contractors’ proposed commission structure.
- c) **References.** Information obtained by the District from the Contractors’ provided references and other clients.
- d) **Other criteria** as deemed appropriate.

**1.11. Cancellation of Solicitation**

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

**1.12. Conflict of Interest/Restrictions on Lobbying and Contacts**

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the submitting contractors.

**1.13. Limitations**

The Auxiliary reserves the right to contract with any contractors responding to this RFP. The Auxiliary makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The Auxiliary reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

**1.14. Right to Negotiate and/or Reject Proposal**

Contractors understand that this RFP does not commit or obligate the Auxiliary to accept any Proposal submitted. The District reserves the right to accept or reject any or all of the Proposals, waive any irregularities, and to negotiate with selected contractors(s) for any price or provision, in part or in its entirety, whenever, in the sole opinion of the Auxiliary, such action shall serve its best interests and those of the taxpaying public. The Auxiliary further expressly reserves the right to postpone the Proposal opening date for its own convenience. Contractors are encouraged to submit their Proposals, and the Auxiliary intends to negotiate only with Contractors whose Proposal most closely meets the Auxiliary's requirements at the best value. The Contract, if any is awarded, will go to the Contractors whose Proposal best meets the Auxiliary's requirements and provides the greatest overall value to the District.

**1.15. Preparation Expenses**

The Auxiliary shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each contractor submitting a response. Each contractor is solely responsible for costs in preparing a response to this RFP and any and all other associated activities.

**1.16. Confidential and Proprietary Information**

All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted may be made available to the public. All information contained in Proposal submitted may be subject to the California Public Records Act (California Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Contractors as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

**1.17. Errors/Discrepancies/Clarification/Information of RFP**

Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to Ellen Clifford, Director of Auxiliary

Services, Contracts and Purchasing at [eclifford@collegeofthedesert.edu](mailto:eclifford@collegeofthedesert.edu) by **February 2<sup>nd</sup>, 2024**. Interested contractors are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner.

### **1.18. RFP Addenda Acknowledgement**

Any resultant changes will be issued in the form of an addendum to the RFP on the College's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php>. It is the responding contractor's responsibility for ensuring that they have received any and all addenda. If not, the contractors may be considered non-responsive. Contractors shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Contractors' acknowledgement of the addenda must be declared in the proposal in the **Cover Sheet Form**.

### **1.19. Notice**

Any formal notice shall be deemed to be sufficient when given by the Auxiliary to the contractors by registered or certified mail addressed to the contractors on the business address shown on the Proposal. Any formal notice given by the contractors to the District shall be deemed sufficient when sent by registered or certified mail to College of the Desert, Attention: Ellen Clifford, Director, Auxiliary Services, Contracts and Purchasing, 43500 Monterey Avenue, Palm Desert, CA 92260.

### **1.20. Modification to RFP Response**

A contractor may modify their Proposal after submission by written notice to the Auxiliary of withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

### **1.21. Withdrawal of Proposal**

A Proposal may be withdrawn by submitting a written request to the Auxiliary at any time prior to the proposal submission deadline. A new Proposal may be submitted before the submission deadline. Proposals may not be withdrawn after the proposal submission deadline.

## **Section 2: Scope of Services and Requirement**

### **2.1. Scope and Requirement.**

#### **Vending Machines.**

- The vendor shall install, at its expense, at the locations determined by District the number and types of vending machines agreed to. Vending machines must not be in excess of five (5) years old and must be fully reconditioned. Auxiliary shall have the right to determine at any time during the period of this agreement that any of the vending machines are no longer required. These machines, that are no longer required, shall be promptly removed by the vendor at the vendor's expense.
- 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 as needed to meet industry standards.
- The vendor 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.
- The vendor will maintain the vending machines, material handling equipment and service vehicles in a clean, attractive and sanitary condition to the satisfaction of the District.
- All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
- 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 vendor will supply the District, a designated representative with the necessary means to access all vending machines. The vendor agrees to notify the District in advance whenever such access is required.
- A schedule will be provided by vendor that details how vending machines will be improved upon, changed out or upgraded.
- Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
- No leakage in excess of five (5) mill watts per square centimeter occurs at any point five (5) centimeters or more from the vending machine.

#### **Products.**

- Vendor to provide present retail pricing for these products available to the District.
- The District reserves the right to specify the manufacturer or supplier of goods vended at present or future times based upon partnerships and business relationship with the District.
- Any introduction of new products or substitution of products must be agreed upon in writing by the District. Vendor must supply the District with the manufacturer, portion size, weight, cup capacity, brand or quality level for any new product or substituted product.
- All perishable products will be clearly marked with expiration date visible prior to purchase of product and changed out as needed to meet industry standards.

- All sandwiches, salads and related product designated by the District upon review of vendor's products and as having a short shelf life, shall be removed the beginning of the seventh day after insertion in the vending machine.
- Vendor shall comply with all appropriate legislative demands as they may arise.

### **Commissions.**

- The vendor agrees to pay the District a monthly commission payment that is a percentage of gross vending sales (less sales tax).
- The District will also entertain a proposal for a guaranteed minimum annual commission, scholarships, and signing bonus that does not relate to annual sales.
- Vendor agrees to provide a statement report of all vending sales for each machine to the District by the 5th business day of the month for the previous month. Commissions due to the District must be paid on a monthly basis by the fifteenth calendar day of the following month.
- Vendor 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 will terminate this agreement.

### **Personnel.**

- Vendor 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. Vendor understands that harassment of any student or employee of the 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.
- Vendor's personnel shall observe all campus regulations for driving, parking, and work behavior while on campus, in addition to any campus, state, or local health department orders or safety protocols related to Covid-19 or any other health pandemics.
- Vendor agrees that their lead vending employee and relief employee will have pagers, cell phones, radios or other communication devices and have authorization and access to resolve most vending out-of-stock, malfunction or similar issues.
- It is expected that vendor will provide emergency repair/service personnel who will respond to service request(s) within 24 hours.
- The District agrees to arrange with each college or site the appropriate access guidelines that the vendor will be obligated to follow. Vendor agrees to comply with all posted campus speed, traffic and parking requirements.
- It is desired that employee uniforms be provided by the contractor that easily and appropriately identify the contractor and employees.

- The vendor is an independent contractor and not any employee of the District or College. The vendor is solely responsible for the actions and behaviors of its employees.
- Vendor shall comply with all government regulations related to the employment, compensation and payment of personnel.
- Vendor shall furnish the necessary number of employees to provide a mutually agreed upon frequency of service to the colleges and their satellite sites in accordance with the District academic calendar.

#### **Utilities.**

- The District agrees to arrange with the appropriate college or site to provide all necessary utilities at no cost to the vendor. It is understood that District approvals are required for all installations.
- The Colleges will make every reasonable effort to inform vendor of scheduled utility shutdowns, unexpected utility failures or vandalism but will not be liable for loss of product or equipment.
- Vendor agrees to supply, install and maintain utility cords, tubing, etc., so as to comply with all applicable health, safety and building code requirement(s).
- Vendor agrees to comply with all applicable District and/or College policies, regulations or directives.

#### **Taxes, Permits, Licenses and Fees.**

- Vendor 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.
- Vendor shall obtain all necessary permits and licenses for the installation and operation of the vending machines in its name and at its expense.
- Vendor will not be reimbursed by the District or Auxiliary for any direct or indirect tax imposed on it by reason of this agreement.

#### **Refunds.**

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

#### **Miscellaneous Provisions**

- Vendor agrees that the District has the right to inspect, audit vendor'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.
- All wrappings, boxes, etc., which are necessary to stock products into the machines, shall be removed by the vendor from the District's property by vendor and not deposited into any campus trash.
- Vendor 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.
- Each machine shall have a sticker on it informing the customer who to call if they have problems with lost coin, damaged product, etc.
- A District designee shall notify the vendor of the exact problem.

### **Exceptional Customer Service**

The Auxiliary seeks to partner with a Contractor who has a commitment and a track record of exceptional customer service. The successful vending food services Contractor will be expected to participate in the College community by:

1. Attending the College's Food Services Advisory committees meeting or other College meetings as appropriate.
2. Responding to the suggestions, concerns and changing needs of the students and staff.
3. Promoting healthful eating habits.
4. Employing environmentally sound practices.
5. Providing a good working environment.
6. Cooperatively co-existing with the College's Facilities department, The College Dining Services, the College bookstores, and other operators with whom the Auxiliary and District may have contracts.

### **Communication**

- The Contractor is expected to communicate with the Director of Auxiliary Services, Contracts and Purchasing or designee at least 60 days in advance of price changes, tax changes, hours of operations changes, and changes to the product. Additionally, Auxiliary expects Contractor's operations management team to abide by all state and local health department regulations and procedures. Contractor's operations manager is expected to communicate with Auxiliary any violations noted during health inspections or recalled items within 5 days of notification. To ensure effective communication between the Contractor and Auxiliary, the Contractor's operations manager will be expected to attend regular Campus Advisory meetings as required by College administration.
- The Contractor shall conduct a specific and continuing program of inquiry and evaluation through campus meetings and "how did we do?" comment cards to determine the level of satisfaction of the College community with the food services offered. The results of this self- evaluation and feedback process shall be shared with the College President and Vice President, Administrative Services on a regular basis.

## 2.2. District Responsibilities

- a) Auxiliary shall provide, as mutually agreed, the space reasonably required by the Contractor for the efficient operation of its food vending services.
- b) District's Vice President, Administrative Services or designee has final responsibility for administration of the contract and resolution of any disputes. The Contractor and on-site management staff will report directly to the Director of Auxiliary Services, Contracts and Purchasing or designee.
- c) Auxiliary reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the vending 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 product offerings, and health safety and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to Auxiliary. Auxiliary shall have input on the product and selection, for the vending food service. Auxiliary reserves the right to approve any changes in product or schedule other than those mentioned in this RFP.
- d) Auxiliary reserves the right of authorized District Administrative Services personnel, or authorized representatives thereof, to conduct unannounced audits of cash control procedures, and financial reporting practices of the Contractor.
- e) The District and Auxiliary reserve the right to have separate contracts with providers outside of the scope of this agreement.
- f) Auxiliary agrees to use available information networks to promote product, discounts and offerings. The Contractor may submit monthly product and special events for distribution to faculty staff and students via College information networks. The Contractor will restock advertised product items regularly.

## 2.3. Proposal Questionnaire

Proposals will be evaluated according to criteria related to college needs and the willingness of Contractor to partner with the District. The quality and variety of the menu, student/staff satisfaction measurement methods, the company's management, staffing, financial stability, and financial terms will be considered. The Auxiliary will expect proposals to include responses to questions regarding the quality, nutritional value, comprehensiveness, variety, ethnicity and cost of product items and commitment of on-site management and the credentials of unit management personnel, including the Contractor's background education and experience.

The Auxiliary expects the Contractor to provide comprehensive financial information, a proposed commission schedule and competitive financial contribution offers to the District. Auxiliary expects the Contractor to provide a proposed method of self- evaluation to ensure the vending food services program continues to meet the changing needs of the college community. Auxiliary will consider responses of former and current clients in terms of expectations, delivery of services, quality of food services and staff, compliance with state and local health regulations, adherence to schedule, ability of Contractor's management to converse verbally and in writing with people of diverse cultures, and general overall satisfaction with Contractor performance.

The financial stability of the company and capability to perform a contract of the scope required and previous experience of the Contractor in providing food vending services similar in nature



and scope to other comparable agencies will be an integral part of Auxiliary's evaluation process.

**a) Company Information**

Provide a letter of intent summarizing in a brief and concise manner, the Contractor's understanding of the scope of work. The letter must be signed by an official authorized to make such commitments and enter into a contract with the Auxiliary. The letter must include the officer's title or authority. The letter should not exceed two pages in length.

1. Provide the main contact person and whom to notify as to short-listing, oral presentations, and recommendation of award. Include contact person's phone number, fax number, and email address.
2. Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.) If Contractor is a corporation, provide a copy of the certification from the California (or other state) Secretary of State verifying Contractor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of California.
3. Provide a listing of office locations where national and/or regional personnel are located.
4. Provide a brief history of company, including number of years in business.
5. Provide a description of the standard services offered by the company.
6. Provide a listing of professional organizations of which the Contractor is a member.
7. Provide information regarding the subcontracting of any services.

**b) Qualifications and Experience**

1. Provide a brief statement of qualifications that includes the company's size, geographic location in relation to the project, and the office that will support the contract for this project.
2. Include information regarding previous or current contracting experience with any community colleges or other public/education agencies in California.
3. Provide a list of all accounts cancelled or not renewed in the last five (5) years. Include contact names and telephone numbers, length of service at each account, and reason for cancellation/termination.
4. Contractor must furnish a representative client listing of up to three (3) current clients that Auxiliary may contact (include the name, phone number and email address of the current primary contract representative and the date the account was acquired). Auxiliary prefers that the client references be similar to District's student population and be located in Southern California.

**c) Food Quality and Program**

1. Provide source of supply and length of supplier relationship. Indicate the USDA grades of food they intend to supply.
2. Indicate the training given to staff on food distribution and checking for quality and expiration.
3. Outline plan to provide everyday food vending service for students, staff, faculty and guests on all campuses. Include proposed product menu with pricing information.
4. Describe any special promotions, advertising, merchandising, special services, marketing plan and other features proposed for the proposal.

**d) Creative Ideas**

Submit any creative ideas specific to the College which are used in comparable situations to enhance food vending service participation not already presented in this proposal. In addition, please provide sufficient background information as to how such ideas were generated, the process for implementation and what assistance was necessary from the client to affect a successful outcome.

**e) Staffing and Supervision**

- Indicate the number of personnel proposed to staff all the college locations. Provide an organizational chart, including position/title and whether full-time or part-time. Provide resumes for those in management positions.
- Provide position descriptions for those not in management positions. Indicate the training that staff receives in providing service to customers both at initial hire and ongoing.
- Detail the qualifications and responsibilities of each position and their salary ranges, with minimums and maximums.
- Contract Manager/Site Supervisor: list experience of proposed contract manager/site supervisor. Include current job description and resume, if applicable.
- Include statements regarding employment policies to include, but not be limited to discrimination, drug/alcohol abuse, and background checks and fingerprinting.
- The Contractor will verify that personnel assigned to the College are citizens of the United States of America or individuals who have been lawfully permitted to work in the United States of America as evidenced by documentation from the Immigration and Naturalization Services. inspection.
- Provide a brief description of overall policy/philosophy regarding environmental

sustainability. Describe Bidder's environmental sustainability program and how it would be incorporated at the College campus. Provide a plan to address environmental issues: organic foods, vegetarian menu, biodegradable paper & plastic products, recycling, and composting.

**f) License, Insurance, and Litigation**

1. The Contractor must provide documentation of insurances required as well as all licenses required by the State of California to perform the duties required by the service to be provided.
2. The Contractor must submit a properly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification.
3. Indicate whether Contractor has filed for bankruptcy within seven (7) years.
4. Disclose the number and type of instances, by account for the past two years, in which accounts under the supervision of the Contractor received unsatisfactory ratings from the regulating health department.

**g) Financial Capability**

5. Include the Balance Sheet, Income Statement, and Cash Flow Statement from the prior two (2) fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation. Complete audited financial statements are preferred.
6. Include a list of comparable type and size community college and primarily commuter campus accounts in California along with annual revenues, number of students and the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about yow' performance.

**h) Financial Proposal**

7. Contractor should propose a competitive financial offer to the Auxiliary, which may include a minimum guarantee, commission on net sales, profit sharing and/or other value-added programs. "Net Sales" shall be defined as all sales less sales and use tax.
8. Contractor shall indicate any scholarships or other types of support your organization is willing to propose to support the mission and goals of the District.

## **Section 3: Instructions for Proposal Submission**

The Contractor's Proposal should fully state its experience and expertise as it relates to **Section 2: Scope of Work and Specifications**. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Contractor's Proposal.

### **Required Proposal Documents**

#### **3.1 Cover Sheet Form**

#### **3.2 Letter of Interest**

The individual who is authorized to bind the contractor's business contractually, must sign the cover letter, which must accompany the contractor's RFP response. This cover letter must indicate the authorized signatory and title or position held in the contractors. An unsigned letter of interest may cause the Proposal to be rejected. The letter must contain a statement that the contractors acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:

- a) The contractor's name, address, email, and telephone.
- b) The name, title or position, and telephone number of the individual signing the letter.
- c) A statement indicating the signer is authorized to bind the contractors contractually.
- d) A statement expressing the contractor's understanding of the services to be performed as stated in the RFP.
- e) A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
- f) Indicate proposal to operate on all campuses mentioned in the RFP.

#### **3.3 Proposal Questionnaire Addressing Section 2.5**

#### **3.4 References**

A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Contractor's related experience.

#### **3.5 Certificates and Affidavits Form**

#### **3.6 Optional Materials**

- g) Contractors may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
- h) Proposers are encouraged to include letters of reference and/or testimonials in their Proposal.

**Proposal Cover Sheet Form**  
This form must be submitted with the Proposal.

**Food Vending Services**  
RFP #2024-01

**RFP Due Date: February 23, 2024 at 3:00 P.M. PST**

Sealed Proposals not received by this date and time will not be accepted/considered.

A complete Proposal will be submitted in the following sequence of this RFP and shall include, but not be limited to, the following completed documents:

1. Cover Sheet Form
2. Letter of Interest
3. Proposal Questionnaire
4. References
5. Certifications and Affidavits Form
6. Optional Materials

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, hereby offers to provide the products and services described in the request for proposal for Food Vending Services (RFP #2024-01).

Contractors proposes and agrees to provide the services and related documentation required for the proposal described as, Food Vending Services (RFP #2024-01), in the amounts proposed in your response. A duly executed copy of the Proposal Cover Sheet Form of this proposal document must accompany your response.

Contractors Name:

Contractors Address:

Phone Number:

Authorized  
Signature:

Date:

Print Name & Title/Position:

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

**Certificates and Affidavits Form**  
This form must be submitted with the Proposal.

After reading EACH of the following sections, Contractors must enter requested information, then compete and sign the signature box at the end of this section certifying awareness and compliance with EACH section.

**1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER**

**INELIGIBILITY.** (Applicable to all agreements funded in part or whole with federal funds).

- a) By executing this contractual instrument, Contractors agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- b) By executing this contractual instrument, Contractors certifies to the best of its knowledge and belief that it and its principals:
  - i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractors's present responsibility;
  - iii) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
  - iv) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - v) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - vi) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

## **2. NON-DISCRIMINATION CERTIFICATION**

Contractors, hereby certifies that in performing work or providing services for District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Contractors shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

## **3. WORKERS' COMPENSATION INSURANCE STATEMENT**

Contractors is aware that California Labor Code §3700(a) and (b) provides: "Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State;
- b) By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

## **4. NON-COLLUSION DECLARATION. (PUBLIC CONTRACT CODE SECTION 7106)**

By executing and submitting a proposal, Contractors hereby declares the following: The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. Contractors has not directly or indirectly induced or solicited any other Contractors to put in a false or sham Proposal. Contractors has not directly or indirectly colluded, conspired, connived, or agreed with any Contractors or anyone else to put in a sham Proposal, or to refrain from Proposing. Contractors has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of Contractors or any other Contractors, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractors. All statements contained in the Proposal are true. Contractors has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractors that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractors.

## 5. DRUG-FREE WORKPLACE CERTIFICATION

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

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractors's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - i) The dangers of drug abuse in the workplace;
  - ii) Contractor's policy of maintaining a drug-free workplace;
  - iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - iv) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractors in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

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

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

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



## **6. REQUIREMENTS FOR ACCESSIBILITY FOR PERSONS WITH DISABILITIES.**

Contractors agrees that it will adhere to the following requirements, which are the same requirements that each California Community College must adhere to when they requested funding under this Grant.

- a) Contractors agrees that it complies with the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b) Contractors, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Contractors shall establish policies and procedures to respond to such requests in a timely manner and is permitted to charge a separate fee for aforementioned services.
- c) All data processing, telecommunications, and/ or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractors, whether purchased, leased or provided under some other arrangement for use in connection with this RFP, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d) Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>).
- e) Contractors shall respond and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f) Contractors and its subcontractors shall indemnify, defend, and hold harmless District, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

**7. HOLD HARMLESS/INDEMNIFICATION.**

By executing and submitting a proposal, Contractors hereby declares the following: The Contractor shall defend, indemnify and hold harmless the Desert Community College District, its Board of Trustees, officers, agents and employees,, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgements, including legal and attorney fees, arising from any and all person or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during participation of this process.

<b>CERTIFICATIONS AND AFFIDAVITS</b> – By signing below, the undersigned, certifies (1) having read each and every Certifications and Affidavit above, (2) having provided truthful responses and (3) Contractors is in compliance with each and every one of the above as required. Further, Contractors declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.	
Contractors Name:	
Authorized Signature:	Date:
Print Name & Title/Position:	

**End of Certificates and Affidavits Form**