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REQUEST FOR PROPOSALS

**College of the Desert Auxiliary Services
Exclusive Campus Beverage Services
RFP #2023-03**

Published: February 8, 2023

RFP Due Date: Thursday, March 2, 2023 at 3:00 P.M. PST

Sealed Proposals must be received by this date and time to be accepted/considered.

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Notice

**College of the Desert Auxiliary Services
Request for Proposal (RFP)
for
Exclusive Campus Beverage Services (RFP #2023-03)**

The Desert Community College District Auxiliary Services (Auxiliary) seeks Proposals from qualified vendors in response to this Request for Proposal (RFP) for exclusive beverage pouring rights, sales of canned/bottled various beverages including carbonated dispensed products, teas, coffee, juices, water, and sports drinks throughout College of the Desert's (College) five (5) campus locations and auxiliary sites, and sales through bottled and canned product sold throughout retail locations at the College's Palm Desert and Indio Campus in vendor provided machines and/or coolers. The Auxiliary anticipates to award the contract in March 2023 and to commence services July 1, 2023.

The electronic copy of this RFP can be found on the [District's website](#) or by emailing svang@collegeofthedesert.edu.

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

All questions and inquiries should be made in writing and e-mailed to Sai Vang at svang@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 March 2, 2023**. 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 **"Exclusive Campus Beverage Services (RFP #2023-03)"** to the following address:
College of the Desert
Attn: Sai Vang, Auxiliary Services, Contracts and Purchasing
43500 Monterey Avenue
Palm Desert, California 92260
- An electronic copy emailed to svang@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 the Exclusive Campus Beverage Services as specified herein. This RFP is being competitively bid and will be awarded to the company that is best qualified to serve the College and best responds to this request for proposal.

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 the Exclusive Campus Beverage 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 vendors; 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 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.

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 150 full-time faculty, 275 part-time faculty, 200 full-time and part-time classified employees and 43 administrators serving approximately 11,000 students each year.

In 2016, the voters in the District overwhelmingly approved a \$577 million Bond Measure CC to enable the College to renovate and expand its 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 Fall 2023 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 will be fully operational in Spring 2024 and can accommodate an additional 5,000 students.

Enrollment

The annual student enrollment beginning Fall 2017 through Spring 2022 follows:

Academic Year	Student Headcount
2017-2018	16,043
2018-2019	16,066
2019-2020	16,818
2020-2021*	15,311
2021-2022*	15,770

*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

The Auxiliary seeks to establish a business partnership with a nationally recognized beverage company. The goal is to maintain quality beverage services and increase net revenues by maximizing the availability of product, and by developing creative strategies that benefit the College and the supplier. It is anticipated that an exclusive, long term agreement for beverages will provide additional resources, beyond preferential pricing and commissions. In addition to sales volume, the College is able to partner in marketing and promotional opportunities as part of this agreement.

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 example, this may include the following:

- Ability to deliver a wide variety of products, including healthy options
- Anticipated/guaranteed realized revenue in support of the College
- Feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives
- Willingness to support and/or co-sponsor special events on campus
- Ability to expand and enhance the current vending locations including providing enclosures that are approved by the College

- State-of-the-art technology with electronic sales tracking, machine monitoring systems, cashless option point-of-sale and quality of all equipment

1.4. Term of Contract

The successful vendor is expected to enter into a contract with the Auxiliary commencing on July 1, 2023. The Auxiliary will consider a three (3) year agreement with option to renew for an additional two (2) year term, not to exceed five (5) years. The Auxiliary will also consider a maximum five (5) year agreement.

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

The Auxiliary reserves the right to incorporate the District’s 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 vendor may be grounds for rejection of the vendor’s proposal.

1.5. RFP Schedule

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

Publication of RFP	February 8, 2023
Last day to submit questions	February 24, 2023
Proposals Due	No later than 3:00 P.M. PST, March 2, 2023
Committee Review of Proposals	March 3, 2023
Interview with Short Listed Qualified Vendors	March 24, 2023
Award of Contract & Auxiliary Board of Directors Approval	June 2023
Contract Commences	July 1, 2023

1.6. Evaluation Process

The review process used to select a qualified vendor 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 1.7. Incomplete proposals may be rejected as non-responsive.
- b) The Committee will conduct oral interviews of selected short-listed vendors. The Committee may request selected vendors 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 vendor may expand on the information provided.

1.7. Evaluation Criteria & Scoring

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.

1.8. 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.

1.9. 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, committee 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 vendors.

1.10. Limitations

The Auxiliary reserves the right to contract with any vendors 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.

1.11. Right to Negotiate and/or Reject Proposal

Vendors 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 vendors(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. Vendors are encouraged to submit their Proposals, and the Auxiliary intends to negotiate only with Vendors whose Proposal most closely meets the Auxiliary's requirements at the best value. The Contract, if any is awarded, will go to the Vendors whose Proposal best meets the Auxiliary's requirements and provides the greatest overall value to the District.

1.12. 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 vendor submitting a response. Each vendor is solely responsible for costs in preparing a response to this RFP and any and all other associated activities.

1.13. 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 Vendors as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

1.14. 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 Sai Vang, Director of Auxiliary Services, Contracts and Purchasing at svang@collegeofthedesert.edu by **February 17, 2023**. Interested vendors are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner.

1.15. RFP Addenda Acknowledgement

Any resultant changes will be issued in the form of an addendum to the RFP on the [College's website](#). It is the responding vendor's responsibility for ensuring that they have received any and all addenda. If not, the vendors may be considered non-responsive. Vendors shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Vendors' acknowledgement of the addenda must be declared in the proposal in the **Cover Sheet Form**.

1.16. Notice

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

1.17. Modification to RFP Response

A vendor 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.

1.18. 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 and Specifications of Equipment

2.1. Scope and Specifications of Equipment

a) Vending Machines:

1. The vendor shall install, at its expense, 26 vending machines through the College's the five campus locations ("Attachment A"). The College shall have the right to determine at any time during the period of this agreement to install additional vending machines or remove any of the vending machines are no longer required. These machines, that are no longer required, shall be removed by the vendor in a timely manner at the vendor's expense.
2. 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.
3. 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.
4. 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 College.
5. All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
6. The College 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 College deems appropriate. To this end, the vendor will supply the College, a designated representative with the necessary means to access all vending machines. The College agrees to notify vendor in advance whenever such access is required.
7. A schedule will be provided by vendor that details how vending machines will be improved upon, changed out or upgraded.
8. Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
9. The beverage supplier will be required to provide its complete line of carbonated and noncarbonated retail packaged products including but not limited to soda, fruit juice,

punch, tea and isotonic products. It will be decided upon which products are to be dispensed by supplier and the appropriate College representative.

10. If and when the supplier enters new beverage categories, produces new beverage products or makes changes to existing products, the College representative and the supplier will decide whether those beverage products will be sold on campus during the term of the agreement.

11. Vendor agrees to provide a statement report of all vending sales for each machine to the Auxiliary each fiscal quarter. Any commissions due the Auxiliary must be paid on a quarterly basis by the fifteenth calendar day of the following fiscal quarter. The Auxiliary's fiscal quarters are:

Quarter 1: July, August, September

Quarter 2: October, November, December

Quarter 3: January, February, March

Quarter 4: April, May, June

Vendor agrees to pay interest for any commissions not paid on time at a rate of 1.5% per quarter or partial quarter 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 Auxiliary, terminate this agreement.

12. The vendor shall provide machines that are able to accept cash (coins and dollar bills), debit/credit cards, and mobile payments (i.e. Apple Pay).

13. The vendor shall provide an identification number and decal on each machine providing the telephone number for emergency service and customer refund information. Vendor shall provide an acceptable customer refund policy, procedure and execution plan for vending machines. Vendor will process refunds within seven (7) working days of the occurrence.

14. The vendor will furnish within 3 months of the execution of the agreement, at its sole expense, custom front vendor 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 the vendor and College designee.

15. For the purpose of tracking commissions, refunds and vending machine failures, the vendor will develop policy, procedures and execution plan that will identify the performance of machines, type of machines, and location.

16. 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 College's assigned representative shall notify the vendor of the exact problem.

b) Fountain Equipment:

1. Fountain equipment currently exists as follows: *Palm Desert Cafeteria – two (2) eight-head dispensers*. Additional fountain equipment is anticipated at the Indio Campus.
2. Dispensers will be high volume machines with ice dispensers incorporated into the machine. The dispensers shall have the ability to dispense carbonated water. Machines shall have automatic ice makers mounted on top of dispenser when space permits.
3. All dispensers must be equipped with locks and/or shut off devices and where necessary separate water supply shut off valves and water line filters.
4. The supply and delivery of all syrup and over the counter products to be handled at no charge by the vendor and will be made on a mutually agreeable delivery schedule and frequency.
5. CO2 tanks shall be at no charge to the College and of twenty (20) or fifty (50) pound capacity with capped faucet. Nor should the charge for CO2 be included in the price for carbonated beverages.
6. All beverage contact surfaces, including concentrate area, mixing valves and dispensing nozzles must permit easy and full disassembly for routine cleaning and sanitizing.
7. The College will provide all necessary electrical and plumbing hook-ups as required.
8. Vendor shall comply with all appropriate legislative demands as they may arise.
9. All equipment must be new or newly manufactured by OEM (Original Equipment Manufacturer) and state of the art and remain in that condition throughout the life of the contract. The successful respondent shall recommend and provide equipment upgrades and additional equipment at no cost to the College throughout the life of the agreement.
10. The beverage supplier will be required to provide its complete line of carbonated and non-carbonated beverage products including but not limited to soda, fruit juice, punch, tea and isotonic products. It will be decided upon which products are to be dispensed by supplier and the College designee.
11. If and when the supplier enters new beverage categories, produces new beverage products or makes changes to existing products, the College representative and the supplier will decide whether those beverage products will be sold on campus during the term of the agreement.

12. The vendor shall at all times, at its expense, maintain the fountain equipment, including any and all pumps, regulators, CO2 attachments, ice bins, ice makers, water and syrup lines and special attachments, in proper working order and promptly make all necessary repairs and replacements of parts.

c) Retail Sales Program:

1. The vendor shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at College retail facilities at no charge to the College.
2. All equipment supplied to support retail sales must be new and remain state-of-the-art throughout the term of the contract.
3. The College will supply all necessary electrical installations at each location.
4. The successful respondent shall recommend and provide equipment upgrades and additional equipment at no cost to the College throughout the life of the agreement.
5. The beverage supplier will be required to provide its complete line of carbonated and noncarbonated retail packaged products including but not limited to soda, fruit juice, punch, tea and isotonic products.

It will be decided upon which products are to be dispensed by supplier and the designated representative for the College's bookstores.

6. If and when the supplier enters new beverage categories, produces new beverage products or makes changes to existing products, the College representative and the supplier will decide whether those beverage products will be sold on campus during the term of the agreement.
7. Special delivery times for special events should also be available to the College.

d) Personnel:

1. 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 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.

2. 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.
3. It is expected that vendor will provide emergency repair/service personnel who will respond to service request(s) within 24 hours.
4. The College agrees to arrange with each college 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 and to be responsible for the proper use of all issued gate openers and access keys.
5. It is desired that employee uniforms be provided by the vendor that easily and appropriately identifies the vendor and employees.
6. Vendor's personnel shall observe all campus regulations for driving, parking, and work behavior while on campus.
7. The vendor is an independent vendor and not any employee of the District. The vendor is solely responsible for the actions and behaviors of its employees.
8. Vendor shall comply with all government regulations related to the employment, compensation and payment of personnel.
9. Vendor shall furnish the necessary number of employees to provide appropriate service to fulfil the needs of the College campus locations in accordance with the College academic calendar.

e) Utilities:

1. The College agrees to provide all necessary utilities at no cost to the vendor. It is understood that College approvals are required for all installations.
2. The College 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.
3. 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).

f) Taxes, Permits, Licenses and Fees:

1. 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.
2. Vendor 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.
3. Vendor will not be reimbursed by the College for any direct or indirect tax imposed on it by reason of this agreement.

g) Insurance:

1. Throughout the agreement period, the vendor agrees to maintain in full force and effect at its sole expense the following insurances:
 - i. General Liability: comprehensive or commercial form minimum limit each occurrence \$1,000,000, general aggregate \$2,000,000
 - ii. Employer Liability: \$1,000,000
 - iii. 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.
 - iv. Workers' Compensation: Required under California State Law
 - v. The Certificate holder on the Certificate of Insurance is to read additional insured:

College of the Desert
43-500 Monterey Avenue
Palm Desert, California 92260
 - vi. 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 vendor.
 - vii. For any claims related to this agreement, the service vendor'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.

- viii. 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.
- ix. Vendor'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.
- x. Indemnifications: Vendor 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.

h) Miscellaneous Provisions:

- 1. Vendor agrees that the College 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 College upon request.
- 2. All wrappings, boxes, etc., which are necessary to stock products into the equipment and machines, shall be removed by the vendor from the college property by vendor and not deposited into any campus trash.
- 3. 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 College upon request.

i) Exclusivity. The College and the successful respondent shall mutually agree on the exclusive products to be sold at College campuses.

- 1. **Definitions:** "Beverage" or "Beverages" means non-alcoholic, including cold or frozen, carbonated or non-carbonated or naturally flavored drinks. Permitted exceptions:
 - i. "Beverage" or "Beverages" shall not include except coffees and teas freshly brewed, milk, frozen smoothies, either fruit based or ice cream/yogurt based, tap water, hot cocoas and hot or cold water-based coffee like drinks (i.e. a powder mixed with water to create a coffee like drink dispensed from a machine).

- ii. Water drawn from the public water supply and bulk water coolers located in any offices.
 - iii. Beverages which are part of a proprietary or self-branded food concept which offers specialized beverages, such as Starbucks. This includes brewed coffees, Frappuccino, espresso-based drinks, their proprietary bottled lines or made to order lines, hot teas and cold tea-based drinks.
 - iv. Student groups shall have the option during times of fundraising activities to sell generic branded bottled or canned products.
- j) **Service Level Agreement.** Successful respondent shall define their commitment to quality service throughout the duration of the contract. This includes pricing, service, and contributions to the college, delivery schedules and resolution when failed to deliver product as ordered.

Service: College of the Desert is committed to exemplary service. Respondent should describe the service and quality control procedures proposed for this beverage program as a minimum the respondent 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 College.
2. Vendor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning equipment. Vendor will make regular routine inspection of the equipment locations to check consistency of beverages and make adjustments as necessary. Syrup lines should be cleaned and flushed on a regular basis.
3. Vendor shall maintain account in regards to correct pricing, beverages and paper supplies being available to the account. A quarterly review meeting between vendor and College designated representative to discuss marketing, new promotions and general account review is desired.
4. The Vendor and College designee will work together to develop delivery schedules and times that are mutually acceptable to fulfill the beverage demands on the colleges. This is to include vended product, syrup, bottled product and all related paper items. No less than twice a week delivery will be accepted.
5. Equipment that cannot be returned to full service within two (2) working days of notification shall be replaced with equipment similar in design and quality. Response time shall not exceed four (4) hours.

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

6. Pricing commitments must be guaranteed for a minimum of two (2) years. This includes cost of syrup, bottled product and related cups, lids and straws. After the second-year price will be limited to an equivalent percentage price increase or reduction that is consistent with those applied to other customers of comparable size and nature.
7. The proposal should identify the proposed commission rates by selling price for sale of vended beverages for each product category, size and package sold. Commission must be stated as a percentage of gross sales without deduction of any costs incurred by the Beverage Supplier including, but not limited to taxes, repairs and service.

Marketing: The College recognizes the importance of timely and effective marketing to promote the sale of beverages on campus. Therefore, the College requires the successful Vendor to provide the following:

8. A comprehensive yearly marketing plan for each year of the contract to be used for coordinating all dining and beverage services. The plan should include suggested strategies with examples for the development and implementation of these marketing initiatives. The respondent should show its commitment to the partnership both directly and indirectly in the form of financial support, promotional items and free product.
9. Any marketing funds not used during each year will be made available to the College by submitting an invoice to the beverage supplier payable within sixty (60) days of invoice submittal.

Contributions to the College: The desire of the Auxiliary from the awarded beverage company is to develop a mutually-beneficial long-term working relationship that will enhance the continued development of the College. The awarded beverage supplier will be offered opportunities to partner in ways that will include but are not limited to:

10. Philanthropic support through the College's Foundation for events and activities of the Foundation and District.
11. Named gift opportunities through sponsorship of College and College facilities.
12. Scholarship gifts through the College Foundation, offering additional recognition opportunities.
13. Special support for athletic events and activities that may include logo placement.

Resolutions: The College understands that there are times when product including syrup, bottled beverages and paper product are not available from the supplier. It is to be understood that in the event the College needs to purchase the above-mentioned products from outside sources to accommodate and provide services to the campus, that the beverage supplier will

reimburse the College for the difference in price and not hold the College for any contract violation, especially if a competitive product is purchased.

14. Beverage supplier will always have first right to service and be given the chance for out of stocks within twenty-four hours (24) to provide product/supplies to the College.
15. Beverage Representative will be in contact with the College designee for resolution process.

Commissions: Notwithstanding the exclusivity for advertising, merchandising, promotional rights and other related rights and benefits from being the exclusive beverage provider to the College, the College will entertain the following provided by the vendor:

16. An annual sponsorship fee based on total beverage purchasing that is derived from syrup, bottles and cans throughout all retail, food service, bookstores and vending.
17. Monthly commissions on cash collected from all gross sales (less sales tax) through vending machines.
18. Vendor provided annual product donations.
19. Vendor provided marketing support.
20. Support to the Athletic Department in the form of Side Line Kits.
21. Signing bonuses

Section 3: Instructions for Proposal Submission

The Vendor's Proposal should fully state its experience and expertise as it relates to **Section 2: Scope 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 Vendor's Proposal.

Required Proposal Documents

3.1 Cover Sheet Form

3.2 Letter of Interest

The individual who is authorized to bind the vendor's business contractually, must sign the cover letter, which must accompany the vendor's RFP response. This cover letter must indicate the authorized signatory and title or position held in the vendors. An unsigned letter of interest may cause the Proposal to be rejected. The letter must contain a statement that the vendors 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 vendor'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 vendors contractually.
- d) A statement expressing the vendor'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.

3.3 Proposal Questionnaire. The Proposal should be organized and appropriately address *Section 2: Scope and Specifications of Equipment*, but not limited to each of the areas below:

- a) A current annual financial report prepared within the last twelve (12) months.
- b) A chart of your organization. Define how you are organized (Corp., LLP, etc.) and any parent or controlling entities or individuals.
- c) Description and location of your office(s) that would service this account including any bottling plants.
- d) A brief resume of the supervisor and manager that would be assigned to this account.
- e) A formal description of your standards and policies for your employees, including the basis on which they are paid and related benefits.

- f) The ability to provide the College with a comprehensive line of national brand products which respond to consumer demand and brand preference.
- g) A list of style, make, and model of the equipment you propose to provide.
- h) Provide a strong marketing value of brand association.
- i) A detailed Beverage Agreement that includes service and reporting commitments, marketing proposals, commissions, distribution and dispute resolution.
- j) Submitted proposals must be dated and signed by an authorized representative of your organization.
- k) Proposals are requested as specified. If the description of your offer differs in any way, a detailed explanation must follow.

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 vendor’s related experience.

3.5 Certificates and Affidavits Form

3.6 Optional Materials

- a) Vendors may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
- b) 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.

Exclusive Campus Beverage Services
 RFP #2023-03

RFP Due Date: March 2, 2023, 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 pursuant to **Section 3: Instructions for Proposal Submission** 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 Campus Beverage Services (RFP #2023-03).

Vendors proposes and agrees to provide the services and related documentation required for the proposal described as, Campus Beverage Services (RFP #2023-03), 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.

Vendors Name:	
Vendors 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, Vendors 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, Vendors 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, Vendors 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 Vendor'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

Vendors, 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. Vendors 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

Vendors 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."

Vendors 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, Vendors 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. Vendors has not directly or indirectly induced or solicited any other Vendors to put in a false or sham Proposal. Vendors has not directly or indirectly colluded, conspired, connived, or agreed with any Vendors or anyone else to put in a sham Proposal, or to refrain from Proposing. Vendors has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of Vendors or any other Vendors, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Vendors. All statements contained in the Proposal are true. Vendors 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 Vendors 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 Vendors.

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 Vendors that a drug-free workplace will be provided by Vendors 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 Vendor'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) Vendor'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 Vendors in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Vendors agrees to fulfill and discharge all of Vendor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, 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.

Vendors and I understand that if District determines that Vendors 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. Vendors and I further understand that, should Vendors violate the terms of the Drug-Free Workplace Act of 1990, Vendors may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Contract and I acknowledge that Vendors and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Vendors 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.

Vendors 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) Vendors 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) Vendors, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Vendors 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 Vendors, 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) Vendors shall respond and shall require its sub-vendors 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) Vendors and its sub-vendors 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.

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

End of Certificates and Affidavits Form

Attachment A
Existing Beverage Vending Machines

College of the Desert Campus Locations	Number of Beverage Vending Machines
Palm Desert Campus 43500 Monterey Avenue Palm Desert, CA 92260	20
Indio Campus 45524 Oasis Street Indio, CA 92201	2
Mecca/Thermal Campus 61-120 Buchanan Street Thermal, CA 92274	1
Desert Hot Springs Campus Edward L. Wenzlaff Education Center 11625 West Drive Desert Hot Springs, CA 92240	2
Temporary Palm Springs Campus 1300 East Baristo Road Palm Springs, CA 92262	1