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Amendment to Request for Proposal 2016-01

College of the Desert Auxiliary Services Campus Beverage Services

February 10, 2016

John Ramont, Director, Fiscal Services
College of the Desert
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**DESERT COMMUNITY COLLEGE DISTRICT
AUXILIARY SERVICES
REQUEST FOR PROPOSALS (RFP)
FOR
CAMPUS BEVERAGE SERVICES**

The Desert Community College District Auxiliary Services (Auxiliary) seeks proposals (Proposals) from qualified contractors to provide beverage services for the College of the Desert (College) campus in Palm Desert, California. The Auxiliary anticipates the contractor (Contractor) to be awarded the contract in February 2016 and to commence services as of April 1, 2016.

Copies of this request for proposal can be obtained by emailing mreynolds@collegeofthedesert.edu or calling (760) 773-2509. The proposal is also available on the College's website at: www.collegeofthedesert.edu.

All proposals must be received by the District no later than **2:00 p.m. on ~~February 11, 2016~~ February 25, 2016**. Late proposals will be rejected. It is the responsibility of the submitting Firm to make sure the proposal is delivered to the specified location by the date and time specified above. Proposals must be sealed with the envelope(s) clearly marked in the lower left hand corner "Sealed Proposal for Campus Beverage Services"

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

John Ramont, Director, Fiscal Services
College of the Desert
43-500 Monterey Avenue
Palm Desert, California 92260

"SEALED PROPOSAL FOR CAMPUS BEVERAGE SERVICES"

All Questions and inquiries should be made in writing and e-mailed to: Marlene Reynolds (email) mreynolds@collegeofthedesert.edu. Any resultant changes will be issued by the Purchasing Office in the form of an addendum to the RFP.

The District reserves the right to reject any or all proposals or to waive any irregularities therein. No proposals may be withdrawn for a period of ninety (90) days after the proposal submission date.

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**DESERT COMMUNITY COLLEGE DISTRICT AUXILIARY SERVICES
REQUEST FOR PROPOSALS (RFP)
FOR
CAMPUS BEVERAGE SERVICES**

The Desert Community College District Auxiliary Services (Auxiliary) invites qualified firms to submit a proposal in response to this Request for Proposal, for exclusive beverage pouring rights, sales of canned/bottled beverages throughout the District's three campuses, auxiliary sites and sales through bottled and canned product sold throughout retail locations at the colleges in vendor provided coolers.

The mission of College is "to provide excellent educational programs and services that contribute to the success of our students and the vitality of the communities we serve." The College draws students from the geographical area known as the Coachella Valley, including the cities of Palm Springs, Cathedral City, Rancho Mirage, Desert Hot Springs, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and the communities of Mecca and Thermal. The central portion of the Coachella Valley is located about 120 miles east of Los Angeles and approximately 120 miles northeast of San Diego.

Founded in 1958, this two-year public college offers certificates and two-year Associate of Arts and Associate of Science degrees in over 90 subject areas. The College is training and educating the next generation of clean technology professionals, childcare providers, allied healthcare workers, architects, golf professionals, public safety experts, culinary and hospitality professionals, and more. Each semester, the college serves over 10,000 students. In the Fall of 2013, 33% of students attended full-time.

The College first opened its doors in 1962 with 9 buildings on 160 acres. In 2004, the voters in the Desert Community College District (District) overwhelmingly approved the sale of bonds to enable the College to renovate its 40-year-old campus in Palm Desert and build campuses in Mecca/Thermal and Indio. A campus in Palm Springs is in the planning stages. The projects funded by the \$346.5 million bond are nearly complete, including the renovation of the food service facility.

The Auxiliary is seeking 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 District 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 District 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 District
- 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 district
- State-of-the-art technology with electronic sales tracking, machine monitoring systems, and quality of all equipment

Proposals should explain the vendor's ability to respond to the above criteria. The proposal should be organized and appropriately delineated to address each of these areas. The Auxiliary reserves the right to accept or reject any or all proposals, and to contract in the best interests of the Auxiliary and the District.

Please provide in your proposal the following specific information:

1. A current annual financial report prepared within the last twelve (12) months.
2. A list of at least five (5) current accounts and addresses in Southern California.
3. A chart of the vendor's organization. Define how you are organized (Corp., LLP, etc.) and any parent or controlling entities or individuals.
4. Description and location of your office(s) that would service this account including any bottling plants.
5. A brief resume of the supervisor and manager that would be assigned to this account.
6. The ability to provide our district with a comprehensive line of national brand products which respond to consumer demand and brand preference.
7. A list of the equipment that the vendor proposes to provide.
8. Provide a strong marketing value of brand association.
9. A detailed Beverage Agreement that includes service and reporting commitments, marketing proposals, distribution and dispute resolution.
10. Submitted proposals must be dated and signed by an authorized representative of the vendor's organization.
11. Proposals are requested as specified. If the description of the vendor's offer differs in any way, a detailed explanation must follow.

SECTION 1 - TERM

- A. The Auxiliary will consider bids from vendors starting with a three (3) year agreement with option to renew for an additional two (2) year term, not to exceed five (5) years. The District will also consider a maximum five (5) year agreement.
 1. The term of this agreement commences April 1, 2016 and terminates June 30, 2019 for the three (3) year term with option to renew for an additional two (2) year term, not to exceed five (5) years.
- B. The district may terminate the agreement for cause by providing a show cause letter to the contractor citing instances of non-compliance.
- C. The contractor shall have thirty (30) days to cure non-compliance to the satisfaction of the district.
- D. Vendor agrees to remove all machines/equipment within (5) business days following the effective termination date of this agreement.
- E. During the term of this agreement, a representative of the beverage supplier shall meet with the District designee once a quarter to discuss the operations, any trends, proposals, new product lines, etc. Annually a comprehensive business review is requested.

SECTION 2 - NOTICE

Any formal notice shall be deemed to be sufficient when given by the district to the vendor by registered or certified mail addressed to the vendor at the business address shown on the proposal. Any formal notice given by the vendor to the district shall be deemed sufficient when sent by registered or certified mail to College of the Desert, Attention: John Ramont, Director, Fiscal Services, 43-500 Monterey Avenue, Palm Desert, CA 92260.

SECTION 3 - MODIFICATION

- A. Modifications to the terms of the agreement may be made by mutual agreement in writing between the parties.
- B. Proposed commissions, guaranteed minimum annual commission, signing bonuses or contributions will be considered firm for the entire term of the agreement unless it is documented, and accepted by the District, that are documented reasons of changes in legislation, taxes, fees or a significant condition outside the control of the vendor that justifies a renegotiation. Due to ongoing college construction and maintenance projects, it is expected that some vending locations may be closed, and new or remodeled locations be opened over time and these situations are routine and are not considered justification to renegotiate.
- C. Vendor will provide, at its cost, necessary documentation to the district to make any changes it requests under Section 3, Article B.

SECTION 4 –SCOPE AND SPECIFICATIONS OF EQUIPMENT

VENDING MACHINES

- A. The vendor shall install, at its expense, at the locations set forth on Attachment “A” the number of vending machines specified. The district 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 removed by the vendor in a timely manner at the vendor’s expense.
- B. 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.
- C. 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.
- D. 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.
- E. All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
- F. 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 district agrees to notify vendor in advance whenever such access is required.

- G. A schedule will be provided by vendor that details how vending machines will be improved upon, changed out or upgraded.
- H. Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
- I. 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 district representative.
- J. If and when the supplier enters new beverage categories (i.e. canned energy drinks), produces new beverage products or makes changes to existing products, the district representative and the supplier will decide whether those beverage products will be sold on campus during the term of the agreement.
- K. 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. Any commissions due 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, terminate this agreement.

FOUNTAIN EQUIPMENT

- A. Fountain equipment currently exists as follows:
 - *College of the Desert- Cafeteria* – two (2) eight-head dispensers
- B. 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.
- C. 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.
- D. The supply and delivery of all syrup and over the counter products to be handled at no charge by the contractor and will be made on a mutually agreeable delivery schedule and frequency.
- ~~E. CO2 tanks shall be at no charge to the district 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.~~
- E. CO2 to be provided by the contractor with normally scheduled delivery of fountain syrup and supplies. Price of CO2 to be included in the respondent's proposal.
- F. All beverage contact surfaces, including concentrate area, mixing valves and dispensing nozzles must permit easy and full disassembly for routine cleaning and sanitizing.
- G. The district will provide all necessary electrical and plumbing hook-ups as required.
- H. Vendor shall comply with all appropriate legislative demands as they may arise.
- I. 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 district throughout the life of the agreement.
- J. 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 District designee.

- K. If and when the supplier enters new beverage categories (i.e. canned energy drinks), produces new beverage products or makes changes to existing products, the district representative and the supplier will decide whether those beverage products will be sold on campus during the term of the agreement.
- L. 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.

RETAIL SALES PROGRAM

- A. The vendor shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at district retail facilities at no charge to the district.
- B. All equipment supplied to support retail sales must be new and remain state-of-the-art throughout the term of the contract.
- C. The district will supply all necessary electrical installations at each location.
- D. The successful respondent shall recommend and provide equipment upgrades and additional equipment at no cost to the district throughout the life of the agreement.
- E. 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 district's book stores.
- F. If and when the supplier enters new beverage categories (i.e. canned energy drinks), produces new beverage products or makes changes to existing products, the district representative and the supplier will decide whether those beverage products will be sold on campus during the term of the agreement.
- G. Special delivery times for special events should also be available to the district.

SECTION 5 - ADDITIONAL ENHANCEMENTS

- A. The vendor shall provide machines that are able to accept coin and dollar bills.
- B. The vendor shall provide machines enabled with a debit/credit card reader in desired areas where applicable.
- C. The vendor shall provide an identification number and decal on each machine providing the telephone number for emergency service and customer refund information.
- D. 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 District designee.

SECTION 6 - PERSONNEL

- A. 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.
- B. 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.
- C. It is expected that vendor will provide emergency repair/service personnel who will respond to service request(s) within 24 hours.
- D. The District 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.
- E. It is desired that employee uniforms be provided by the contractor that easily and appropriately identifies the contractor and employees.
- F. Vendor's personnel shall observe all campus regulations for driving, parking, and work behavior while on campus.
- G. The vendor is an independent contractor and not any employee of the district. The vendor is solely responsible for the actions and behaviors of its employees.
- H. Vendor shall comply with all government regulations related to the employment, compensation and payment of personnel.
- I. Vendor shall furnish the necessary number of employees to provide daily service to the district's Palm Desert campus in accordance with the district academic calendar.

SECTION 7 – UTILITIES

- A. The District agrees to provide all necessary utilities at no cost to the vendor. It is understood that district approvals are required for all installations.
- B. The District 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.
- D. 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).
- E. In addition to the requirements set forth in Section 9, vendor agrees to comply with all applicable district policies, regulations or directives.

SECTION 8 – TAXES, PERMITS, LICENSES AND FEES

- A. 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.
- B. 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.
- C. Vendor will not be reimbursed by District for any direct or indirect tax imposed on it by reason of this agreement.

SECTION 9 - INSURANCE

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

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

College of the Desert
43-500 Monterey Avenue
Palm Desert, California 92260

- The Desert Community College District, the Trustees of the Desert Community College District, the Desert Community College District Auxiliary Services and their officers, employees, representatives, agents and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the vendor.
- 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.
- 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.
- 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.
- 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.

SECTION 10 - REFUNDS

- A. Vendor shall provide an acceptable customer refund policy, procedure and execution plan for vending machines.
- B. Vendor will process refunds within seven (7) working days of the occurrence.
- C. 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.

SECTION 11 - MISCELLANEOUS PROVISIONS

- A. 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.
- B. 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.
- C. 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.
- D. Each vending machine shall have a sticker on it informing the customer who to call if they have problems with lost coin, damaged product, etc. The district's assigned representative shall notify the vendor of the exact problem.

SECTION 12 –EXCLUSIVITY

The district and the successful respondent shall mutually agree on the exclusive products to be sold at district campuses.

A. Definitions:

“Beverage” or “Beverages” means non-alcoholic, including cold or frozen, carbonated or non-carbonated or naturally flavored drinks.

Permitted Exceptions:

- 1. “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).
- 2. Water drawn from the public water supply and bulk water coolers located in any offices.
- 3. Beverages which are part of a proprietary or self-branded food concept which offers specialized beverages, such as Starbucks. This includes brewed coffees, frappuccinos, espresso based drinks, their proprietary bottled lines or made to order lines, hot teas and cold tea based drinks.
- 4. Student groups shall have the option during times of fund raising activities to sell generic branded bottled or canned products.

4.5. 10% carve out for noncompeting beverages in equipment provided by the proposer.

SECTION 13 - 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 District.
2. Contractor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning equipment. Contractor will make regular routine inspection of the equipment locations to check consistency of beverages and make adjustments as necessary. Syrup lines should be cleaned and flushed on a regular basis.
3. Contractor shall maintain account in regards to correct pricing, beverages and paper supplies being available to the account. A quarterly review meeting between contractor and District designated representative to discuss marketing, new promotions and general account review is desired.
4. The Contractor and District designee will work together to develop delivery schedules and times that are mutually acceptable to fulfill the 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 deliveries 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 District. The proposal should include specific pricing on all products that will be sold to the District along with volume incentives.

1. 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.
2. 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 District recognizes the importance of timely and effective marketing to promote the sale of beverages on campus. Therefore, the District requires the successful Contractor to provide the following:

1. 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.
2. Any marketing funds not used during each year will be made available to the District by submitting an invoice to the beverage supplier payable within sixty (60) days of invoice submittal.

Contributions to the District:

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

1. Philanthropic support through the COD Foundation for events and activities of the Foundation and District.
2. Named gift opportunities through sponsorship of District and College facilities.
3. Scholarship gifts through the COD Foundation, offering additional recognition opportunities.
4. Special support for athletic events and activities that may include logo placement.

Resolutions:

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

1. 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 District.
2. Beverage Representative will be in contact with the District designee for resolution process.

Commissions:

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

1. 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.
2. Monthly commissions on cash collected from all gross sales (less sales tax) through vending machines.
3. Vendor provided annual product donations.
4. Vendor provided marketing support.
5. Support to the Athletic Department in the form of Side Line Kits.
6. Signing bonuses

For reference only, the approximate purchases of product for a previous 12 month period was a total of 4,000 cases delivered throughout the District from all locations. Approximately 625 cartons of Bag in a

Box syrup were delivered.

SECTION 14 - SCHEDULE FOR BID EVALUATION PROCESS

January 11, 2016	Notification of RFP availability
Upon Request	Distribution of RFP to all interested Vendors.
February 14<u>25</u>	Proposal due by 2:00 p.m. to: College of the Desert Attn: John Ramont, Director, Fiscal Services 43-500 Monterey Avenue Palm Desert, California 92260
February 11-19 <u>29</u> – <u>March 4</u>	Review of qualified proposals and reference checks
Week of Feb 15 <u>TBD</u>	Mandatory presentations to Committee
Early March, 2016	Award of Agreement
TBD	Signing of agreement and submission of insurance certificates
April 1	Agreement commences

SECTION 15-INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Availability of Proposals:

To obtain the specifications and proposal package you may contact the Purchasing Agent, Marlene Reynolds (email) mreynolds@collegeofthedesert.edu.

Proposal:

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

Proposal Submittal:

Submit one (1) original proposal and one (1) copy. Proposals must be addressed and delivered no later than **2:00 PM ON February 11, 2016**. Please plan deliveries accordingly. Mailing Address: College of the Desert – Fiscal Services Department – 43-500 Monterey Avenue, Palm Desert, CA 92260. Proposal responses not received by Desert Community College District Purchasing by the closing date and time indicated above will not be accepted. Proposals shall be placed in a sealed envelope bearing on the outside the submitter’s company name and address, along with “**SEALED PROPOSAL FOR CAMPUS**

BEVERAGE SERVICES”. At that time the envelopes will be forwarded to the committee for review.

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

Presentation of Proposal:

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

Proposals should be presented in a neat, business-like manner. Disorderly submittals, or those that are illegible or otherwise unreadable, will receive a lower evaluation or be subject to rejection. Disorganized or unreadable submissions will be considered a reflection of the respondent’s ability to perform the requirements of the contract.

Any and all costs incurred by the respondent in the preparation and delivery of the proposal or subsequent requests for information are those of the respondent and will not be reimbursed by the District.

Acknowledgment of Proposal Addenda:

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

Documents Accompanying Proposal:

The Contractor has submitted with this Proposal the following: (a) Non-Collusion Affidavit; (b) Proposal Forms; (c) Proposal Signature Form; (d) Hold Harmless Agreement; (e) Certificate Regarding Worker’s Compensation. The Contractor acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Calling for Proposals, the Instructions for Contractors and in each of the foregoing documents, the Proposal may be rejected as non-responsive. Proposals must be submitted on the DISTRICT Proposal Forms and Proposal Signature Form along with any other required submittals that meet both format and content requirements listed herein.

Request for Information:

All Questions and inquiries should be made in writing and e-mailed or faxed by **February 5, 2016** to: Marlene Reynolds (email) mreynolds@collegeofthedesert.edu (fax) 760-341-8678. Any resultant changes will be issued by the Purchasing Office in the form of an addendum to the RFP.

Changes to the Proposal:

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

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

Withdrawal of Proposals:

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

Interpretation of Proposal Documents:

If any responder is in doubt as to the true meaning of any part of the specifications or other portions of the proposal documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the PROPOSAL documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. It is the sole responsibility of the Vendor to assure delivery of written questions or inquiries. Written questions or inquiries should be faxed or emailed to the District's Purchasing Department to the attention of Marlene Reynolds at the following e-mail address: mreynolds@collegeofthedesert.edu or Fax to 760-341-8678. The person submitting the request will be responsible for its prompt delivery within the time limit written above. Failure to request interpretation or clarification of the specifications or other portions of the PROPOSAL documents shall be deemed a waiver to any discrepancy, defect, or conflict therein.

Any interpretation or correction of the contract documents shall be made only by written addendum duly issued by the DISTRICT. A copy of any such addendum will be emailed or faxed. No person is authorized to render an oral interpretation or correction of any portion of the contract documents to any responder, and no responder is authorized to rely on any such oral interpretation or correction.

District's Right to Modify Proposal Documents:

Prior to the public opening and reading of proposals, the DISTRICT expressly reserves the right to modify the work, the proposal documents, or any portion(s) thereof by the issuance of written addenda. In the event the District shall modify any portion of the proposal documents pursuant to the foregoing, the proposal submitted by any responder shall be deemed to include any and all modifications reflected in any addenda issued.

District's Right Not to Award:

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

Indemnification/Limitation of Liability:

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

Brand Names:

Any reference to brand name in the RFP is intended to be descriptive but not restrictive unless otherwise specified. Proposals offering equivalent items that meet or exceed the standards of quality specified will be considered. All substitutions or equal products are to be clearly indicated and specifying the brand name. The DISTRICT reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The DISTRICT may require additional descriptive material and a sample.

Product and Evaluation:

If requested, the vendor shall submit, at no charge to the District, one sample of each item requested for evaluation. Samples shall be submitted, properly labeled and with the vendor's name, per the instructions given when the request is made. A mandatory presentation to the Food Services Committee shall be scheduled. It is anticipated to be scheduled the week of February 15, 2016.

Worker's Compensation Insurance:

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

Proposal Validity:

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

Competency of Contractor:

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

Public Information:

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

Proposal Costs:

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

Examination of Equipment, Facilities and Contract Documents:

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

Non-Assignability:

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

Governing Law:

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

No Third Party Beneficiaries:

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

Attorneys' Fees and Costs:

If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

CANRA:

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

Equal Opportunity Employer:

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

ATTACHMENT "A"

RFP – PRESENT BEVERAGE VENDING MACHINES
(As of December 2015)

Building	Quantity of Units
Palm Desert Campus	
TOTAL	29

HOLD HARMLESS AGREEMENT

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

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

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

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

SUBMITTED BY:

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

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

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA

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

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

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20_____.

(Notary Public)

My Commission Expires:

(Expiration Date)

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Proper Name of Contractor

By: _____

PROPOSAL SIGNATURE FORM

Due Date: NO LATER THAN 2:00 P.M. ON FEBRUARY 25, 2016

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

Company Name _____

Authorized Signature _____

Name of Authorized Signer _____

Title _____

Address _____

City _____

Phone Number _____ Fax Number _____

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