



## **Contra Costa Community College District**

### **SNACK AND BEVERAGE VENDING MACHINE SERVICES**

### **REQUEST FOR PROPOSAL # 4CD-107**

<b>Release Date:</b>	<b>April 19, 2024</b>
<b>Mandatory Pre-bid Meeting:</b>	<b>April 30, 2024</b>
<b>Questions Due by:</b>	<b>2pm, May 2, 2024</b>
<b>Proposals Due By:</b>	<b>2pm, May 15, 2024</b>
<b>Possible Interviews:</b>	<b>June 4-5, 2024</b>

## SECTION I

### INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites qualified firms to submit proposals for vending machine sale of snacks and beverages as defined in this Request for Proposal. The Contractor will provide full-service vending including provision and maintenance of the machines, stocking machines, and providing a commission payment to the District. In addition the District requires the firm to include snacks that are considered heart-healthy by the American Heart Association. The District *prefers* a firm who can assist us in promoting, describing /advertising the healthy foods in the machines and offering any other incentives that may assist the consumers to make healthy choices.

### PROPOSAL SUBMISSION

- A. Sealed offers to be submitted to:  
Rod Herrera, Purchasing Dept.  
Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553
- B. Date/Time: Proposals shall be received **before 2:00 p.m. (PST) May 15, 2024.**
- C. The face of the sealed envelope or box shall be clearly marked **“SNACK /BEVERAGE VENDING RFP, NO. 4CD-107”**
- D. A faxed proposal will not be accepted. Only mailed or hand-delivered, signed offers will be considered. The proposal must be in the possession of the District’s Purchasing Department before 2:00 p.m. PST on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.
- E. Contractors shall submit one original set of the proposal documents and one electronic copy in pdf format on a flash drive or cd. Each proposal received in response to this RFP shall remain the property of the District.

### QUESTIONS

All questions shall be submitted in writing via email to [rherrera@4cd.edu](mailto:rherrera@4cd.edu) by **2pm, May 2, 2024**. All questions will be compiled and answered at the same time via addendum.

## MANDATORY PRE-BID CONFERENCE (REMOTE)

A **mandatory** pre-bid conference for this RFP will be held by **Zoom** on **April 30, 2024, 10am**. Interested parties must contact Rod Herrera ([rherrera@4cd.edu](mailto:rherrera@4cd.edu)) to get the appropriate Zoom meeting ID and passcode. Attendance is mandatory for any firm who wishes to submit a proposal. This conference will provide an opportunity to discuss and clarify this RFP. However, nothing said or represented during this conference shall be deemed to modify the requirements of this RFP unless followed by a written addendum. Please submit your questions by email. Individuals attending the mandatory pre-bid conference must be employees of interested firms. **Please make sure to enter your information on the chat section and let the host know to confirm your attendance.**

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of proposals. Interested parties should check their email frequently and/or check the District's website for such addenda.

The amendments will be posted on the District's Purchasing Department's website, <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>. **It is very important that the correct email is entered when downloading the bid documents to ensure proper notification of any changes.** Each contractor shall acknowledge receipt of the addendum by initialing or checking the addenda line(s) in the space provided on the District- provided **Signature Page (Section V)** contained in this RFP indicating receipt of all addenda issued during the solicitation period. Failure to acknowledge addenda may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting a proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a proposal, his or her name, signature and post office street address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**PUBLIC INFORMATION.** Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

**CONFIDENTIALITY.** If a Contractor believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term “CONFIDENTIAL” on that part of the proposal which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.**

**AWARD OF CONTRACT.** Award of a contract will be made to the Contractor offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission offered but will make an award in the best interests of the District after all factors have been evaluated. Commission rates, however, are very important to the District.

The District may elect to proceed based on any of the following options (but not limited to): (1) Award to the best initial proposal firm(s) without any further discussion or negotiations; (2) Negotiate with the highest ranked firm or firms; (3) Allow the top three ranked firms to make oral presentations; or (4) Allow any firm considered in the competitive range to provide a best and final offer followed by negotiation and award to the firm offering the best offer.

**AWARD/EVALUATION CRITERIA.** Evaluation Criteria that will be used to evaluate all proposals include, but are not limited to the following:

- a. Experience and ability to manage an account of this size
- b. References
- c. Financial stability of the Contractor
- d. Ability of the firm to promote/advertise healthy option/sustainable packaging
- e. Commission to the District
- f. Product pricing and pricing and service guarantees
- g. The quality of machines and the guarantees to replace mal-functioning

- machines
- h. The quality of customer service to the District and customers based on proposal description/commitment and based on reference checking.
  - i. Accounting and payment procedures, reporting and auditing

**CANCELLATION OF SOLICITATION.** The District may cancel this solicitation at any time.

**COMPLIANCE WITH LAWS.** The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA EPA, the California Department of Health Services, and Environmental Health Department.

**INSURANCE COVERAGE REQUIRED.** The successful Contractor shall furnish an insurance certificate to the District verifying insurance coverage within 10 days of receiving notice that they are the successful vendor. In addition, each Contractor must submit the District's Exhibit D which certifies that coverage is available.

**EXECUTION OF CONTRACT.** Time is of the essence of this contract. The successful Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting evidence of insurance within ten (10) days after the date referenced on written Notice of Award. One copy of the contract will be returned to the Contractor after the Contra Costa Community College District executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the Contra Costa Community College District, may, at its option, consider that the Contractor has abandoned the contract.

**INSTALLATION OF MACHINES.** Successful contractor shall work closely with the District to schedule the installation of machines. In no event shall the machine installation be later than August 12, 2024 unless the District grants an extension, or the contractor will be considered in breach of contract and the District may cancel the contract and award the contract to another firm.

**REQUIRED EXPERIENCE AND COMPETENCY.** The successful Contractor shall be skilled and experienced as a full-service snack and beverage vending machine provider. A minimum of one (1) *current* installation at a college or school district in California is required, preferably northern California and/or the San Francisco Bay Area.

It is the intention of the District to award a contract to a Contractor who furnishes satisfactory evidence that it has the requisite experience, ability, staffing, sufficient capital, and facilities to enable it to perform these services successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Contractor, the Contra Costa Community College District will consider any evidence that the Contractor submits that it has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most 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 scope of services specified in the contract documents.

**TERM OF AGREEMENT.** The term of any contract resulting from this RFP shall be three (3) years with the possibility of extending the contract one (1) year for two (2) consecutive years unless terminated sooner by either party with a 30 day advance written notice. Contract services shall not exceed a five-year period without a re-submittal of proposals. In the event that the District does not renew the contract with the successful Contractor for the next five year period, all Contractor equipment, machines and supplies will be removed from the District's various premises and a pro-rated accounting adjustment made that is mutually agreed upon by the District, for remaining Contractor product.

**TERMINATION OF CONTRACT.** The District may cancel the contract with a 30 -day ADVANCE written notice to the vendor for any reason. The District realizes the commitment made by a firm to furnish vending equipment and would attempt to resolve any problems that would/could cause termination before taking such actions, unless the reason is negligence and/or a disregard for District requirements in this RFP, the contract, the District's policies, Federal, State or local laws or other egregious actions by the vendor.

**FORMATION OF CONTRACT.** Contractors' signed proposal and Contra Costa Community College District's written acceptance shall constitute a binding contract.

**INFORMED CONTRACTOR.** The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

**INK OR TYPEWRITTEN.** All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

**NON-COLLUSION AFFIDAVIT.** Contractors are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

**OFFERS OF MORE THAN ONE PRICE.** Contractors are NOT allowed to submit more than one proposal.

**PRICES/COMMISSIONS.** All Proposals shall clearly state the prices, commissions, and shall be signed by the Contractor's authorized representative. Firms should elaborate their pricing, commissions and guarantees in their proposal.

**COST OF PREPARATION.** The District is not liable for any costs incurred by Contractors before entering into a formal contract.

**PROPOSAL DEADLINE.** Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Contractor unopened.

**REJECTION OF PROPOSALS.** The District reserves the right to reject any or all Proposals or any part of a Proposal and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its proposal any information requested in this RFP, including the Signature Page, Non Collusion Statement, etc., may result in rejection for non-responsiveness.

**PARTNERSHIPS AND JOINT VENTURES.** The District encourages and anticipates the need for potential joint ventures or partnerships in this solicitation. Vendor's proposing joint ventures and partnerships must be submitted with signatures of all parties.

## SECTION II

### SCOPE OF VENDING SERVICE

OVERVIEW. The Contra Costa Community College District provides high-quality, responsive, snack and beverage vending services for its college campuses. Snack and beverage vending is an important service for students, faculty and staff of the District. The District seeks proposals for these services from proven firms who can guarantee excellent customer service and excellent commissions.

The District is requiring snack vendor to provide a minimum of 30% of the snacks in the vending machines slots to be “heart-healthy” preferably in accordance with guidelines by the American Heart Association.

To obtain the most advantageous commissions, pricing of products, and to ensure a commitment between the District and the Contractor, the District intends to award the contract to one vendor to provide these vending services. As a result, the District expects that the Contractor will offer its products, services, commissions and prices consistent with current national and local contracts and also consistent with other schools, and colleges. The District, however, reserves the right to award to multiple vendors, shall it deems it to be in the best interest of the District.

The District is also exploring hot food vending options and will accept proposals for that line. The District may or may not award this separate vending service at its sole discretion. The bid requirements, terms and conditions of this vending option still applies as stated in this RFP.

The District comprises three (3) colleges, two (2) centers and a District Office. Our students attend in various modalities. For Fall 2023 and Spring 2024, the following information are for those that attended in a face to face setting: Contra Costa College, located in San Pablo, California, has an enrollment of approximately 6,500 students; Diablo Valley College is located in Pleasant Hill, California (includes the San Ramon Campus in San Ramon, CA), has an enrollment of approximately 18,500 students; Los Medanos College is located in Pittsburg, California (includes the Brentwood Center in Brentwood, CA), has an enrollment of approximately 9,300 students. The District Office is located in Martinez, California and has approximately 50 employees. All campus locations offer day and evening classes.

Diablo Valley College currently maintains its own cafeteria operations and culinary program. Contra Costa College has a culinary program. Los Medanos College has a contract with an outside food service vendor. Accordingly, the District reserves the right during the term of the contract to allow food service programs at the colleges the freedom to serve a specific brand of snack and beverage that is also carried in the vending machines. Snack and beverage pricing will be negotiated with the successful vendor to avoid competition with cafeteria pricing.



**CONTRACT AWARD.** Based on the Vendor proposals, the District reserves the right to award a separate contract for snack and beverage, if it deems it is more advantageous to the district to do so.

**SERVICING.** The Contractor shall keep the vending machines fully stocked of all advertised product, in a timely manner, so as to maximize sales. The District requires a firm to respond to a service call for repair and/or stocking within 24 hours of the call.

**REFUNDS.** The Contractor shall have a refund policy that meets industry standards.

**EQUIPMENT.** All vending machines shall meet Section 504 and Section 508 of the Federal Handicapped Requirements. The machines shall be double insulated or grounded. Replacement of existing machines or additional machines may be required as facilities are expanded or volume of sales increases. The machines that are added or substituted must meet the same specifications as the machines installed at the commencement of the contract.

All vending machines must not be older than 3 years old. The District highly prefers new equipment for this contract. Machines shall appear new, clean, undamaged, with no visible dents, chips, rust, scratched plastic parts, broken glass, etc.

If the machines are not new, the vendor must indicate the age of the equipment in their proposal. If the machine does not appear to be new, in the District's opinion, the District may request the vendor to replace it.

Vending machines must have a sticker or information imprinted professionally on the machine with a warning to customers to not tip the machines.

**SUSTAINABILITY.** Please provide Energy Star-certified vending machines. If you are not able to provide Energy Star-certified machines, a vend miser device must be installed on each machine, causing it to turn off the vending machine lights when no occupancy is sensed. This will minimize energy usage but keep the food cool/fresh.

Please ensure the packaging for 75% of the snacks and beverage provided, are in sustainable packaging. Sustainable packaging is defined as the packaging the food/drink is contained within, is either fully recyclable or fully compostable. Note, that traditional, mainstream plastic chip bags and candy wrappers are not recyclable at any of our colleges.

Where possible, please consider providing eco-conscious, locally sourced, organic and fair-trade certified food/drink products.

**VENDING MACHINE COSTS.** The Contractor is responsible for all costs related to equipment purchase, installation and maintenance, including vandalism and theft. If major changes in existing areas of construction of new areas are approved, the District assumes no responsibility for these machines, but will exercise reasonable care to permit

only authorized Contractor personnel or Contractor's subcontractor personnel, if any, to remove or repair any of these machines.

**VENDING MACHINE MAINTENANCE.** The Contractor shall be responsible for the upkeep, cleaning, maintenance and repair of vending equipment and any other equipment it provides for use on District property. The Contractor must ensure that each vending machine is not out of service for more than 24 to 36 hours from the time of notification by any District employee of a malfunction. The Contractor shall replace machines that are chronically out of service or malfunctioning.

The Contractor shall provide all labor and supplies and maintain a custodial schedule for each vending area to ensure that all equipment will be clean and sanitary, that the vending area will be free of debris and spills, and that all debris will be removed from the area during normal operating hours. The District will be responsible for custodial services in those areas adjacent to the vending area.

**ELECTRICITY.** The District shall furnish, at no cost to the Contractor, the electric power necessary for the operation of the vending machines. The District shall take reasonable measures, consistent with the District mission, to avoid power loss and to restore power if, and when, a power outage occurs. Excessive power consumption will be reviewed during the course of the contract and such machines must be replaced

**NEW LOCATION OF VENDING MACHINES.** For any new locations proposed, the District (including individual sites) shall not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. The District must approve the use of electrical cords for vending machine power that are longer than ten feet (10'). Vendor shall submit, in writing, the proposed new or additional location and the District shall approve or disapprove in writing.

**CASH HANDLING AND COLLECTIONS.** Collections of monies shall be performed in a professional manner at such frequencies that are consistent with *proper security and accounting procedures*. The District reserves the right to accompany the Vendor during collections and witness the counting of monies collected.

**COMMISSION CHECKS.** Commission checks shall be made payable to Contra Costa Community College District. Commission statements shall be broken down by machine and site and showing gross sales, taxes and commissions. The check and statement shall be received by the District not later than the fifteenth (15<sup>th</sup>) day of the month following the monthly commission reporting period.

Reporting shall be detailed and should include machine number and/or location, vended quantity and price per item, total sales, preferably by coin and currency, with commissions per machine or item, taxes paid by vendor, commission percentages by machine, etc.

The Contractor, by submitting a proposal, agrees that the District, or any of its duly authorized representatives, at any time during the contract period, and at least annually, shall have access to, and the right to audit and examine any pertinent books, documents,

papers and records relating to the Vendor's sales and performance of the contract.

**SERVICE PERSONNEL.** The Contractor's personnel shall, at all times, be dressed in either service uniforms showing the Contractor's name or wear clearly visible name tags or shirts, and shall observe all District regulations in effect. The Contractor shall be responsible for furnishing its service personnel with the proper company uniforms, shirts or name tags.

**SERVICE VEHICLES.** The Contractor's delivery vehicles must have the Contractor's company name visible. Drivers shall obey all speed limits.

The Contractor shall make recommendations for the purpose of determining electrical outlets and vending machine locations within new or significantly reconfigured schools or facilities. However, final decisions regarding the location of electrical outlets and vending machines shall be solely determined by each College.

**SALES ENHANCEMENTS.** The Contractor shall meet quarterly, if requested by the District or at such other times as may be agreed upon by the parties, with the Purchasing Director or designee, to plan and coordinate the services provided with the intent to enhance sales in the District. In particular, the District is interested in enhancing the selection and eating of more healthy snacks so discussions may revolve around that goal.

**PRODUCTS.** The final products to be sold on District-owned property will be the mutual decision of the District designee and the vendor. The District's acceptance of Contractor recommendations shall not be unreasonably withheld. The containers must be sound, clean sturdy and sealed. The product shall be fresh and sound. Containers must be non-breakable unless approved in advance by the District. In the self-fill scenario, packages must not be opened or damaged. Samples may be requested at any time, at no charge to the District, to compare with products delivered and to try products not currently distributed at individual locations. The Contracting Officer will review new products samples for inclusion under this contract.

**PRICE INCREASE.** All price increases must be requested in writing to the District and the District shall approve or disapprove the request.

**SPOILAGE.** Spoilage is NOT the responsibility of the District and shall NOT be subtracted from the gross sales.

**DONATION.** LMC, CCC and DVC each get a donation of 30 cases of beverages and the District Office will get 10 cases of beverages per year towards an event of their choice.

## **SECTION III PROPOSAL CONTENTS**

Proposals should address all sections below in this Request for Proposal. It is highly desirable that proposals be prepared with the following outlined sections so the District can easily compare proposals, although it is not required to be exactly in this order so long as all information is provided and clear. Provide as much information about your firm and your machines, service, products, and guarantees that you think will assist the District in evaluating your firm's ability to perform our contract.

**Section 1. COVER LETTER.** The first page should be a cover letter containing the name of the vendor, address, contact name, phone number and email address. Also, if the proposal is a joint venture or partnership, it must be stated in this cover letter.

**Section 2. CONTRACTOR'S BACKGROUND.** (Partnerships must address both company vendors.) Contractor must provide a company profile. Information provided shall include but is not limited to the following:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office proposed to service the District account(s).
- d. Number of employees both locally and nationally.
- e. Location(s) from which employees will be assigned, especially servicing personnel. Sub-contractors information IF sub-contractors are used.
- f. Name, address, and telephone number AND EMAIL of the Contractor's points of contact for a contract resulting from this RFP.
- g. Company background / history and why Contractor is qualified to provide the services described in this RFP.
- h. Length of time Contractor has been providing services described in this RFP. Please provide a brief description.
- i. Brief description of experience of key staff to be responsible for performance of any contract resulting from this RFP.
- j. Financial soundness. Demonstrate your firm's stability and financial soundness. Bank references or other information may be provided.

**Section 3. CONTRACTOR'S REFERENCES.** Contractors should provide a minimum of three (3) current references for installations of the same size and scope as this Request. One reference must be of a college or school district. All three references will be checked /verified by the District. Additional references and listings of current and past installations are highly encouraged. Information provided shall include:

- a. Client name;
- b. Description of services (number of machines and types, etc.)

- c. Contract service dates (starting and ending);
- d. References, contact names, phone number, email address.

The District reserves the right to discuss the Contractor's qualifications with other school districts with whom the Contractor has known to do business whether or not those Districts are listed as references by the Contractor or not.

If the proposal is a joint venture or partnership, please include references for the other vendor.

**Section 4. CONTRACTOR'S MACHINES.** Describe your equipment, such as number of slots and electrical/energy requirements. State specifically if the machines are brand new, and if not, their age and condition. Provide manufacturer and Model numbers. Discuss their functionality or provide detailed brochures. For example, state specifically if the machine will return change or bills, if the item requested is sold out. Photos and/or brochures are desirable. Do your machines accept credit card, ATM or any other alternate means of payment other than cash? Will there be any cost to the District?

The District requires machines that do not malfunction frequently. Discuss your firm's guarantee to promptly replace machines at the District's request. Be specific. For example, will you replace a machine within 30 days of notice from the District that it will require a machine to be replaced?

Describe if your machines are Energy Star-certified or if a vend miser device are to be installed.

**Section 5. SERVICE RESPONSE-TIME GUARANTEE.** Discuss your firm's guarantee and/or ability to respond, and repair machines, within 24 hours, 5 days per week. Does your staff carry spare parts, for example? You may wish to address if your service personnel are also technically trained to repair the machines and/or if you have specialized technicians that would be dispatched, etc.

Discuss how the District & the machine users can reach your firm. Do you have an answering service? Does your phone line roll-over to a cell phone? Will you provide cell phone numbers of management for the District Office, etc.?

**Section 6. CONTRACTOR'S PERSONNEL.** Address the number and types of personnel available for our contract, their experience, etc. Discuss how your firm will provide back-up personnel for our account when the regular servicing person is on vacation or ill. Confirm and clearly state the number of personnel that will be dedicated to our account.

**Section 7. FREQUENCY OF SERVICE.** Describe your firm's frequency of stocking and servicing the equipment in accordance with our requirements.

**Section 8. REFUND PROCESS.** What is your refund policy and how do you propose to provide refunds?

**Section 9. INCREASE SALES.** Describe your company's plan to increase sales.

**Section 10. HEART HEALTHY PRODUCTS/SUSTAINABILITY.** Discuss how your company plans to market and execute the District's Heart Healthy Policy. Discuss the sustainable packaging of your products.

**Section 11 ACCOUNTING/CASH HANDLING.** Describe your ability to meet our requirement for monthly accounting statements and payments within 15 days of the end of the month. **Provide a sample monthly accounting statement from another organization in this section or as an attachment.**

In addition, in this section, discuss how your firm collects and processes the cash to assure the record keeping and monies received are accurate.

Describe your firm's policy to allow the District to check/monitor such meters and/or if your machines will be equipped with them.

**Section 12. COMMISSIONS/PRICING.** Include all information about the prices and commissions. Commission should be calculated on a monthly basis by a percentage of net sales. Net sales is defined as the price of the product, minus all applicable taxes. CRV shall not be deducted from net sales. Provide a sample pricing sheet of the type of products you are proposing to provide in your vending machines.

**Section 13. INCENTIVES.** In addition to commissions, incentives can be added to the value of the proposal and will be used as part of evaluation. State any incentives you wish to add to your proposal.

**Section 14. SIGNATURE PAGE.** Complete and sign the signature page on Section V. If this is a partnership or joint venture, provide a signature page for both vendors.

**Section 15. NON-COLLUSION AFFIDAVIT.** Complete, sign and include Section VI, Non-Collusion Affidavit, to your proposal.

**Section 16. INSURANCE.** Complete, sign and include Section VII, Insurance Requirements Statement, to your proposal.

**Section 17. SAMPLE COMMISSION REPORT.** Section VIII, which includes a recent commission report and sales summary, has been included in this RFP. This will give you an idea of how the District prefers the commission report, our sales volume and commission as well as the number of machines we have at each location and, to an extent, the current price of the products.

## SECTION IV

### ADDITIONAL CONTRACT TERMS AND CONDITIONS

**INSURANCE.** The awarded vendor or vendors must provide certificate of insurance as described in the page titled "Insurance Requirements".

**TERMS OF THE OFFER.** The District's acceptance of Contractor's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered. Discuss any terms that your firm cannot meet.

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

**ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**CANCELLATION OF THE CONTRACT.** The Contra Costa Community College District may cancel this contract any time with a thirty (30) days advance written notice to the Contractor.

**COMPLIANCE WITH LAWS.** All Proposals shall comply with current federal, state, local and other laws relative thereto.

**CONTRACT INCORPORATION.** The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. . No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFP Solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements and any and all written agreements which alter, amend or extend the contract.

**FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**FORMATION OF CONTRACT.** Contractor's signed Proposal and District's written acceptance shall constitute a binding contract.

**LAWS GOVERNING CONTRACT.** This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**COMPLIANCE WITH ALL LAWS.** The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

**SEVERABILITY.** If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**SIGNATURES.** All information submitted by Contractor, including signatures, must be original. Copies will not be accepted.

**SIGNAGE.** The District may reject machine signage or logo if deemed objectionable, inappropriate for an educational environment, or a distraction to the activities in any District facility or on District property.

**LICENSES.** The Contractor shall pay applicable state, county and city permit and license fees and agrees to post such licenses and permits in a prominent place as may be required by law.. The individual sites shall be promptly reimbursed for any penalties or necessary and reasonable expenses due to the Contractor's failure to obtain necessary licenses.

**HOLD HARMLESS/INDEMNIFICATION.** The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property, including without limitation, all consequential damages, from any clause whatsoever arising from or connected with the operations or services of the Contractor's hereunder, resulting from the conduct, negligent or otherwise, of the contractor, its agents or employees.



**TAXES.** The Contractor shall promptly pay all sales and excise taxes resulting from sales through the Contractor's vending machines. The individual sites shall be promptly reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes. The Contra Costa Community College District is exempt from excise tax.

**ACCOUNTING REQUIREMENTS.** Upon establishment of a contract, all financial records of the Contractor pertaining to the contract shall be made available for audit during normal working hours for the District or its designated auditor.

The District must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Such reports shall be submitted to the Purchasing Director monthly within fifteen (15) working days from the end of the previous month and shall include detailed sales reports by site and machine location, as well as a periodic reconciliation of the sales dollars from each location with the gross expected sales dollars based on the product sold.

Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards, and will keep such financial records for a period of three years after the close of each year's operation.

In addition, the vendor shall allow the District at any time to review/read the meters within the vending machines if they are equipped with such meters. Discuss in your proposal how the District can be assured that errors will not be made.

**SECTION V**

**SIGNATURE PAGE—4CD-107 SNACK AND BEVERAGE VENDING RFP**

(To be included with proposal submission)

To: Contra Costa Community College District  
Attn: Rod Herrera  
500 Court St.  
Martinez, CA 94553-1278

Pursuant to and in compliance with this Request for Proposal, after carefully reviewing all the terms conditions and requirements contained herein, the undersigned agrees to furnish such services in accordance with this RFP, inclusive of items proposed.  
The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this proposal response is true and correct.

NOTE: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE PRINTED ABOVE THE LINE PROVIDED.

\_\_\_\_\_  
Type or Print Name/Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Area Code Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
Area Code Fax Number

Contractor Acknowledges receipt of Addendum # \_\_\_\_\_ Dated \_\_\_\_\_;  
Addendum # \_\_\_\_\_ Dated \_\_\_\_\_; Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**SECTION VI**

**4CD-107**

**“Non-Collusion Affidavit” To  
Be Executed By Contractor  
And Submitted With Proposal**

State of California  
County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any disclosed 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 induced or solicited any other contractor to put in a false or sham proposal, and 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 proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
(Date) Signed at (Place)

\_\_\_\_\_  
Contractor Name Authorized Representative  
(Person, Firm,  
Corp.)

\_\_\_\_\_  
Address Representative’s Name

\_\_\_\_\_  
City State Zip Code Representative’s Title

## SECTION VII

### INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until it has obtained all the insurance required in this Article and such insurance has been approved by the District; nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the District from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the work required by the contract documents, whether such work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified herein.

#### a. Policies and Coverage.

The following policies and coverage's shall be furnished by the Contractor:

(1) Comprehensive or Commercial Form General Liability Insurance covering all work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these contract documents. Insurance under this subparagraph shall be written on an occurrence form.

(2) Business Automobile Liability Insurance on an occurrence form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability.

(3) Worker's Compensation and Employer's Liability Insurance as required by Federal and California law. The Contractor shall also require all of its subcontractors to maintain this insurance coverage.

#### b. Verification of Coverage.

Certificates and original amendatory endorsements of insurance, as evidence of the insurance required by these contract documents, shall be submitted by the Contractor to the District. The scope of coverage and deductible shall be shown on the certificates of insurance. Any deductible shall be the Contractor's liability. The certificates of insurance and endorsements shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the District. Acceptance of certificates of insurance by the District shall not in any way limit the Contractor's liabilities under the contract

documents. In the event the Contractor does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the Trustees, and the cost of such insurance shall be paid by the Contractor and may be deducted from the contract sum. Renewal certifications and endorsements shall be filed timely for all coverage including All Risk Insurance until the project is accepted as complete. The District reserves the right to require complete, certified copies of all required insurance policies.

c. Subcontractor's Insurance

Contractor shall ensure that its subcontractors are covered by insurance in the amount and type required by this Article. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein. The Contractor shall supply

the District with a list of all subcontractors showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

d. Insurance Provisions.

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

(1) Contra Costa Community College District, their officers, employees, representatives and agents, are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State District, the District, their officers, employees, representatives and agents. Any insurance or self insurance maintained by the State of California, the Trustees of the California State District, the District, their officers, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this clause shall be endorsed to 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.

(4) The Contra Costa Community College District, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability

to the insurance carriers for payment of premiums for such insurance.

(5)The Contractor shall, by mutual agreement with the District and at the District's cost, furnish any additional insurance as may be required by the District. The Contractor shall provide Verification of Coverage for such additional insurance in the same manner as provided herein.

e. Amounts of Insurance.

The insurance furnished by the Contractor under this Article shall provide coverage not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(1)Comprehensive or Commercial Form General Liability Insurance – Limits of Liability

\$2,000,000.00 General Aggregate

\$1,000,000.00 Each Occurrence – combined single limit for bodily injury and property damage.

(2)Automobile Liability Insurance – Limits of Liability

\$300,000.00 Each Accident – combined single limit for bodily injury, property damage, and contractual liability

f. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII

**CONTRACTOR'S STATEMENT REGARDING INSURANCE COVERAGE**  
**For RFP # 4CD-107**

**(To Be Submitted With Proposal)**

CONTRACTOR HEREBY CERTIFIES, that the Contractor has reviewed and understands the insurance coverage requirements specified in this Request for Proposal for Snack and Beverage Vending. Should the Contractor be awarded the contract for the work, Contractor further certifies that the Contractor can meet the specified requirements for insurance and agrees to name the Contra Costa Community College District, its board members, agents, attorneys, employees and consultants as Additional Insured for the services specified. Contractor acknowledges that he/she will be required to provide a duly issued Certificate Liability Insurance and a second page endorsement naming the above parties as proof of coverage.

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Name of Contractor (Person, Firm, or Corporation)

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Signature of Contractor's Authorized Representative

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Name and Title of Authorized Representative

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Date of Signing

## **SECTION VIII**

The following pages include a sales summary from early 2022 to early 2024 and a sample of a recent commission report by the current vendor.



## Sales Summary

GROSS SALES		CAMPUS			
YEAR	MONTH	Contra Costa College (San Pablo, CA)	Diablo Valley (Pleasant Hill, CA)	Los Medanos (Pittsburg, CA)	TOTAL
<b>2022</b>		<b>2,303</b>	<b>8,770</b>	<b>8,858</b>	<b>19,931</b>
	Jan		-	-	-
	Feb				
	Mar		-		-
	Apr	204	283	210	696
	May	147	1,306	550	2,002
	Jun	76	1,093	676	1,844
	Jul	47	560	404	1,010
	Aug	216	720	1,178	2,114
	Sep	403	1,327	1,514	3,244
	Oct	467	1,806	2,079	4,352
	Nov	370	1,394	1,909	3,673
	Dec	374	283	340	997
<b>2023</b>		<b>19,465</b>	<b>9,707</b>	<b>23,327</b>	<b>52,499</b>
	Jan	580	144	721	1,445
	Feb	1,180	360	1,210	2,750
	Mar	3,490	325	1,302	5,117
	Apr	3,291	1,165	3,685	8,141
	May	2,193	1,377	2,385	5,955
	Jun	411	882	1,215	2,507
	Jul	302	450	609	1,361
	Aug	904	1,070	2,161	4,136
	Sep	1,505	981	1,533	4,018
	Oct	2,418	1,333	3,729	7,480
	Nov	2,586	1,321	4,036	7,942
	Dec	604	301	741	1,646
<b>2024</b>		<b>3,755</b>	<b>1,994</b>	<b>3,851</b>	<b>9,600</b>
	Jan	1,340	818	1,393	3,551
	Feb	2,415	1,177	2,458	6,049
<b>TOTAL \$</b>		<b>25,523</b>	<b>20,471</b>	<b>36,036</b>	<b>82,030</b>

MACHINE COUNT			
Campus	Beverage	Snack	Total
Contra Costa College (San Pablo, CA)	5	5	10
Diablo Valley (Pleasant Hill, CA)	3	3	6
Los Medanos (Pittsburg, CA)	4	3	7
<b>Total</b>	<b>12</b>	<b>11</b>	<b>23</b>

# Sample Commission Report

## Contra Costa College (San Pablo, CA)

Mach #	Mach Type	Location	Gross Sales (\$)	Sales Tax	Net Sales (\$)
	Snack	Café Snack 1	\$142.40	\$12.46	\$129.94
	Bev	Café GF	\$328.10	\$28.71	\$299.39
	Snack	Gen Ed Bldg 1st Flr 109	\$330.00	\$28.88	\$301.12
	Snack	Gen Ed Bldg 2nd Flr 201	\$250.95	\$21.96	\$228.99
	Snack	Bio Sci #21	\$0.00		\$0.00
	Bev	Art (by Mens Room)	\$91.80	\$8.03	\$83.77
	GF Bev	New Physical Sci	\$0.00		\$0.00
	Snack	New Physical Sci	\$0.00		\$0.00
	Bev	Gen Ed Bldg 1st Flr 109	\$0.00		\$0.00
	GF Bev	Gen Ed Bldg 2nd Flr 201	\$266.05	\$23.28	\$242.77
	Snack	Gym Annex	\$0.00		\$0.00
		Applied Arts Snack	\$125.15	\$10.95	\$114.20
	Snack	--	\$175.30	\$15.34	\$159.96
	Beverage	Diablo Valley Café	\$394.60	\$34.53	\$360.07
	Bev	Gen Ed Bldg 1st Fl 109	\$310.25	\$27.15	\$283.10
	Snack	Café Snack 2	\$0.00		\$0.00
Total for: Contra Costa College (San Pablo, CA)			<b>\$2,414.60</b>	<b>\$211.28</b>	<b>\$2,203.32</b>

## Diablo Valley (Pleasant Hill, CA)

Mach #	Mach Type	Location	Gross Sales (\$)	Sales Tax	Net Sales (\$)
	Beverage	Pleasant Hill Café	\$0.00		\$0.00
	GF Bev	Library Outside	\$0.00		\$0.00
	GF Bev	Engineering Tech Outside	\$9.35	\$0.82	\$8.53
	Bev	Crossnet	\$0.00		\$0.00
	Bev	Café Bubble 1	\$0.00		\$0.00
	Snack	Café Snack 1	\$0.00		\$0.00
	Snack	Library Outside	\$0.00		\$0.00
	Beverage	Math M109	\$0.00		\$0.00

Snack	Liberal Arts	\$0.00		\$0.00
Beverage	Liberal Arts Bubble	\$0.00		\$0.00
Beverage	Biz & Acct 108 Bubble	\$81.20	\$7.11	\$74.09
Snack	Snack Room	\$331.70	\$29.02	\$302.68
Snack	Biz & Acct 108 Snack 6w	\$171.90	\$15.04	\$156.86
GF Bev	Café GF	\$369.35	\$32.32	\$337.03
Snack	Library Outside	\$0.00		\$0.00
Snack	Library Hallway L102-A	\$213.35	\$18.67	\$194.68

Total for: Diablo Valley (Pleasant Hill, CA)

**\$1,176.85**

**\$102.97**

**\$1,073.88**

**Los Medanos (Pittsburg, CA)**

Mach #	Mach Type	Location	Gross Sales (\$)	Sales Tax	Net Sales (\$)
	Beverage	Pittsburg 3rd Fl Restroom	\$5.10	\$0.45	\$4.65
	Snack	2nd Flr CC2 270	\$490.90	\$42.95	\$447.95
	GF Bev	2nd Flr CC2 270	\$627.30	\$54.89	\$572.41
	Snack	3rd Flr Restroom CC522	\$753.95	\$65.97	\$687.98
	GF Bev	Science Bldg 1st Flr	\$0.00		\$0.00
	Snack	Los Medanos-Brentwood	\$0.00		\$0.00
	Snack	2nd Flr, Student	\$195.70	\$17.12	\$178.58
	GF Bev	3rd Flr Restroom CC522	\$0.00		\$0.00
	GF Bev	3rd Flr Café Bev 2	\$0.00		\$0.00
	GF Bev	3rd Flr Café Bev 1	\$0.00		\$0.00
	GF Bev	Los Medanos-Brentwood	\$257.55	\$22.54	\$235.01
	GF Bev	Student Union Hall	\$127.50	\$11.16	\$116.34

Total for: Los Medanos (Pittsburg, CA)

**\$2,458.00**

**\$215.08**

**\$2,242.92**

**Total**

**\$6,049.45**

**\$529.33**

**\$5,520.12**

Commission Rate

XX%

\$xxxxxxx <sup>2</sup>