

Request for Proposal

West Hills Community College District District Beverage Services



Return Proposal To:

West Hills Community College District
Purchasing Department
275 Phelps Avenue
Coalinga, CA 93210

Contact Person:

Adriana Ochoa
adrianaochoa@whccd.edu

**WEST HILLS COMMUNITY COLLEGE DISTRICT
NOTICE OF REQUEST FOR PROPOSAL**

DISTRICT BEVERAGE SERVICES

Submittal: **Submissions must be received on or before:
TUESDAY, AUGUST 30, 2022, 2:00 P.M.**

Addressed to: Adriana Ochoa
Administrative Assistant

Address: West Hills Community College District
Purchasing Department
275 Phelps Avenue
Coalinga, CA 93210

Project Name: **RFP DISTRICT BEVERAGE SERVICES**

Deadline to submit a **request for information** is **Thursday, August 18, by 2:00 p.m.**

Bid documents are available at the West Hills Community College District, Purchasing Office website:

<https://westhillscollege.com/district/departments/business-services/purchasing/>.

Bidders are responsible to regularly check the District's website for addendums. Specifications may also be examined and obtained at no charge in the District Purchasing Office, or by calling (559) 934-2158.

INQUIRIES:

For any questions or clarifications relating to this project, please contact:

Adriana Ochoa
Administrative Assistant, Purchasing Department
West Hills Community College District
275 Phelps Avenue
Coalinga, CA 93210
adrianaochoa@whccd.edu

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WEST HILLS COMMUNITY COLLEGE DISTRICT
RFP: DISTRICT BEVERAGE SERVICES

OVERVIEW

West Hills Community College District (WHCCD) invites qualified firms to submit a proposal in response to this Request for Proposal, for exclusive beverage pouring rights, sales of canned/bottled various beverages including carbonated dispensed products, teas, juices, water, and sports drinks throughout district vending machines and sales through bottled and canned product sold throughout retail locations at the colleges and satellite sites in vendor provided machines and/or coolers. Vendor will also be awarded the opportunity to soft-drink advertising rights through the West Hills Community College District sites in accordance with WHCCD policy.

West Hills Community College District is a two-year California Community College offering educational and enrichment programs for the residents of its district in Fresno and Kings Counties. The college was established in 1969 and the district covers nearly 3,500 square miles with colleges in Lemoore and Coalinga, the north District Center in Firebaugh, a District office in Coalinga, and several child development centers throughout neighboring rural communities, and the Farm of the Future facility at the north end of Coalinga.

The District enrolls approximately 13,000 students each year. West Hills Community College District 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 can partner in marketing and promotional opportunities as part of this agreement.

This proposal is being competitively bid and will be awarded to the company that, in the opinion of the District, is best qualified to serve the District and best responds to this request for proposal. The District seeks a Vendor who can offer the following:

- Commitment to service to our colleges;
- Commitment to deliver as promised regarding product, pricing, delivery and consistency;
- Experience, reputation in the industry, and verified references;
- Demonstrated sanitation practices;
- Experience of account managers and executives;
- Financial stability, acceptable accounting practices and meeting the District's insurance requirements;
- Anticipated/guaranteed realized revenue in support of the District;
- Feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives;
- Demonstrated understanding of broader District objectives;

- Demonstration of the company's commitment to a partnership with the District and its colleges;
- Willingness to support and/or co-sponsor special events on the campuses;
- Ability to deliver a wide variety of products, including healthy options;
- 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;
- References that confirm the company's ability to perform in a large multi-college setting and comply with the contract provisions;
- Flexibility in being able to service our program which is based on the academic schedule of the District;
- Be able to provide consumers nutritional value information of beverages offered in vending machines, fountain and/or cooler equipment;
- Ability to provide and commit to a service level agreement that will support beverage demands during times when supplier is not able to perform; and
- Ability to increase and add services as needed with the expected demand and growth of our District.

Your proposal should explain your company's ability to respond to the above criteria. The proposal should be organized and appropriately delineated to address each of these areas. The District reserves the right to accept or reject any or all proposals, and to contract in the best interests of 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) of your current accounts, addresses, and point of contact in California.
3. A chart of your 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. A formal description of your standards and policies for your employees, including the basis on which they are paid and related benefits.
7. The ability to provide our district with a comprehensive line of national brand products which respond to consumer demand and brand preference.
8. A list of style, make, and model of the equipment you propose to provide.
9. Provide a strong marketing value of brand association.

10. A detailed Beverage Agreement that includes service and reporting commitments, marketing proposals, distribution and dispute resolution.
11. Submitted proposals must be dated and signed by an authorized representative of your organization.
12. Proposals are requested as specified. If the description of your offer differs in any way, a detailed explanation must follow.

SECTION 1 - RFP SCORING

Proposals will be evaluated according to criteria related to college needs and the willingness of Vendors to partner with the college.

Evaluation Criteria	Maximum Score
Experience Respondent and proposed team’s experience in providing commercial beverage service.	20
Proposed Beverage Evaluation of the proposed beverage(s) for (i) variety; (ii) frequency of beverage items rotations.	20
Proposed Beverage Pricing Evaluation of the proposed pricing of beverage items. Value of product. Ensuring no negative price impact on the beverage operations compared to the current product cost.	25
Proposed District Compensation Evaluation of proposed compensation to the District for use of District facilities to provide beverage product services. Value of other partnership contributions to which a direct dollar and benefit can be factored in or assigned, such as signage naming rights and/or scholarships. Present value of cash contributions and percentage of commissions.	20
Responsiveness to RFP Responsiveness to the requirements of this RFP will be evaluated.	15
Maximum Score	100

SECTION 2 - TERM

- A. West Hills Community College District will consider bids from vendors starting with a three (3) year agreement with option to renew for additional one (1) year terms, not to exceed five (5) years total. The District will also consider a maximum five (5) year agreement.
- 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 Vendor 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. A comprehensive business review is requested annually.

SECTION 3 - 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 **West Hills Community College**, Attention: Adriana Ochoa Administrative Assistant, Purchasing Department, West Hills Community College District, 275 Phelps Avenue, Coalinga, CA 93210.

SECTION 4 - 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 and/or scheduled 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 5 - 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 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 promptly removed by the vendor at the vendor's expense.
- B. All Vending machines furnished shall be equipped to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devices which shall be always maintained in operating condition. All machines shall be approved by the Underwriter's Laboratories, Inc., the National Sanitation Foundation, National Automatic Merchandising Association, and the Fresno and Kings Counties Health & Human Services Agencies.
- C. The Vendor shall always, 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 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 detail show 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, the Manager of Food Services at each of the colleges, and the District representative.
- J. 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. Commissions due to the District must be paid on a monthly basis by the fifteenth calendar day of the following month. Vendor agrees to pay interest for any commissions not paid on time at a rate of 1.5% per month for each month or partial month payment is late or the maximum interest rate allowed by law, whichever is lower. Any monies due, which are not paid within sixty (60) days of the due date will, upon election by the District, terminate this agreement.

FOUNTAIN EQUIPMENT

- A. Fountain equipment currently exists as follows:
 - 1. Coalinga Cafeteria: One (1), ten (10) head dispenser.
 - 2. Lemoore Cafeteria: One (1), eight (8) head dispenser.
- B. Dispensers will be high volume machines with ice dispensers incorporated into the machine. The dispensers shall have the ability to dispense carbonated water. The dispenser's motor shall be at least 1/3 H.P., completely self-contained. 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 Vendor 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.
- 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. 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 always, at its expense, maintain the fountain equipment, including 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.

SECTION 6 - 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.

SECTION 7 - 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 West Hills 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 Vendor 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 two colleges and multiple satellite sites in accordance with the District's academic calendar.

SECTION 8 - UTILITIES

- A. The District agrees to arrange with the colleges and satellite sites 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.
- C. Vendor agrees to supply, install and maintain utility cords, tubing, etc., to comply with all applicable health, safety and building code requirement(s).
- D. In addition to the requirements set forth in Section 9, Vendor agrees to comply with all applicable District policies, regulations or directives.

SECTION 9 - 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 10 - 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:
West Hills Community College District
275 Phelps Avenue
Coalinga, CA 93210
 - The West Hills Community College District, the Trustees of the West Hills Community College District, 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 West Hills Community College District, the Trustees of the West Hills Community College District, their officers, employees, representatives, agents, or volunteers.
 - Each insurance policy required by the agreement shall be endorsed to West Hills 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 West Hills Community College District, the Trustees of the West Hills Community College District, 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 11 - 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 12 - 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 District 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 coins, damaged product, etc. The District's assigned representative shall notify the vendor of the exact problem.

SECTION 13 - EXCLUSIVITY

Successful respondent shall have the exclusive right to provide beverages for sale at all District campuses and satellite sites. The District and the successful respondent shall mutually agree on the exclusive beverage(s) sold at all locations throughout the District.

A. Definitions:

"Beverage" or "Beverages" means non-alcoholic, including cold or frozen, carbonated or non-carbonates or naturally flavored drinks except coffees and teas freshly brewed, milk, frozen smoothies, either fruit based, or ice cream/yogurt based, tap water, hot cocoa 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).

B. Permitted Exceptions:

- 1. "Beverage" or "Beverages" shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, frozen smoothies, hot chocolate or powered drink mix and water to create a coffee like drink from a dispenser.
- 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.

SECTION 14 - 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 colleges, delivery schedules and resolution when failed to deliver product as ordered.

Service:

West Hills Community College District 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. Vendor 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 adjust as necessary. Syrup lines should be cleaned and flushed on a regular basis.
3. Vendor shall maintain account regarding correct pricing, beverages and paper supplies being available to the account. A quarterly review meeting between Vendor and District designated representative to discuss marketing, new promotions and general account review is desired.
4. The Vendor and District designee will work together to develop delivery schedules and times that are mutually acceptable to fulfill the beverage demands of the colleges. This is to include vended product, syrup, bottled product and all related paper items. No less than once a week delivery's 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 the 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 bidder to provide the following:

1. A comprehensive yearly marketing plan for each year of the contract to be used for Food Services. The plan should include suggested and example strategies 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 products.
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:

West Hills Community College District's desire 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 West Hills Community College District (WHCCD) Foundation for events and activities of the Foundation, District and Colleges.
2. Named gift opportunities through sponsorship of District and College facilities.
3. Scholarship gifts through the WHCCD Foundation, offering additional recognition opportunities.
4. Special sponsorship and support for athletic events and/or campus projects.

Resolutions:

The District understands that there are times when product including syrup, bottled beverages and paper products 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 related 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, 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 Sideline Kits.
6. Signing bonuses.

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**WEST HILLS SCOMMUNITY COLLEGE DISTRICT
DISTRICT BEVERAGE SERVICES**

SECTION 15 – TENTATIVE SCHEDULE FOR BID EVALUATION PROCESS

MONDAY, JULY 18, 2022	RFP Publication/Release date
Upon Request	Distribution of RFP to all interested Vendors
THURSDAY, AUGUST 18, 2022	Deadline for Request for Information by 2:00 p.m.
TUESDAY, AUGUST 30, 2022	Proposal due by 2:00 p.m. to: West Hills Community College District Purchasing Department Attention: Adriana Ochoa, Administrative Assistant 275 Phelps Avenue Coalinga, CA 93210
SEPTEMBER 2-9, 2022	Review of qualified proposals/possible interviews
TUESDAY, SEPTEMBER 27, 2022	Anticipated Award of RFP by Board of Trustees
FRIDAY, OCTOBER 14, 2022	Anticipated Issue Notice to Proceed, contract signing
OCTOBER 17-NOVEMBER 12, 2022	Transition period, installation of machines

WEST HILLS COMMUNITY COLLEGE DISTRICT
DISTRICT BEVERAGE SERVICES

SECTION 16 - INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Availability of Proposals:

Bid documents are available at the West Hills Community College, Purchasing Office website at <https://westhillscollege.com/district/departments/business-services/purchasing/>. Bidders are responsible to regularly check the District's website for addendums. Specifications may also be examined and obtained at no charge in the District Purchasing Office, or by calling (559) 934-2158.

Proposal:

Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, "DISTRICT BEVERAGE SERVICES", in the amounts listed on the proposal submitted. The Bidder 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 Bidder in preparing and submitting this Proposal.

Proposal Submittal:

Submit one (1) original proposal, one (1) copy and one (1) electronic version on USB jump drive.

Proposals must be addressed and delivered on or before:

2:00 P.M., TUESDAY, AUGUST 30, 2022

The address for submission of Proposals is:

West Hills Community College District
Purchasing Department
Attention: Adriana Ochoa, Administrative Assistant
275 Phelps Avenue
Coalinga, CA 93210

Clearly note RFP name on the outside of bid package as follows: "**SEALED PROPOSAL FOR RFP, DISTRICT BEVERAGE SERVICES.**"

Proposals shall be placed in a sealed envelope bearing on the outside the submitter's company name and address, along with "**SEALED PROPOSAL FOR RFP, DISTRICT BEVERAGE SERVICES**". At that time the envelopes will be forwarded to the RFP committee for review. No public opening will be conducted for this proposal.

The West Hills Community College District will not be responsible for and will not accept late proposals. Proposals received after the deadline for closing will be returned unopened unless necessary for identification purposes. DISTRICT is not responsible for messenger delays.

Presentation of Proposal:

All information requested should be submitted. Failure to submit all the 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 fulfil 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 fulfil the requirements of the contract.

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

Documents Accompanying Proposal:

The Bidder 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
- (f) Certificate Regarding Drug-Free Workplace
- (g) Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

The Bidder 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 Bidders and in each of the foregoing documents, the Proposal maybe 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 (RFI):

Firms must carefully read the entire RFP prior to submitting questions. All questions must be submitted in writing via email to Adriana Ochoa at adrianaochoa@whccd.edu.

The deadline to submit questions for this RFP is **THURSDAY, AUGUST 18, 2022, by 2:00 P.M.**

Questions received after the deadline may be answered at the discretion of the District. Responses to all questions received by the deadline will be provided to all Firms via Addenda, three (3) days after the RFI deadline date.

A written Addendum shall be made available at:

<https://westhillscollge.com/district/departments/business-services/purchasing/>.

The District may also transmit Addenda by e-mail to any bidders known by the District to have received a complete set of Bidding Documents. However, all bidders are solely responsible for

obtaining any Addenda and the District does not guarantee that it will provide any of the Addenda directly to any bidder.

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 emailed to the District’s Purchasing Department to the attention of Adriana Ochoa at adrianaochoa@whccd.edu. The person submitting the request will be responsible for its prompt delivery within the time limit written above. Failure to request interpretation or clarification of the specifications or other portions of the Proposal documents shall be deemed a waiver to any discrepancy, defect, or conflict therein.

Any interpretation or correction of the contract documents shall be made only by written addendum duly issued by the District. All addenda will be posted on the District’s Purchasing website at:

<https://westhillscollege.com/district/departments/business-services/purchasing/>

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 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 all modifications reflected in any addenda issued.

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 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 specified by 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 for each item requested for evaluation. Samples shall be submitted, properly labeled and with the vendor's name, to the office listed in section 2 of this RFP. Each item offered shall be subject to an evaluation process conducted by a representative group within the District. The decision of the District regarding each or any item shall be final.

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. If 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 bidder may withdraw any proposal for a period of ninety (90) calendar days after the date set for the opening of proposals. All withdrawals must be in writing.

Competency of Bidder:

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

Public Information:

All information contained in proposals submitted in response to this solicitation are public records subject to the California Public Records Act (Government Code Section 6250 et seq.) Bidders 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 will not consider the Contractor’s submitted prices as confidential or proprietary material. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

Proposal Costs:

The District will not pay the Bidder or agents for any costs incurred by the Bidder 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 Bidder 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 Bidder has complied with all the requirements of this provision of the Information for Bidders.

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 Fresno, 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.

[end of page]

Attachment “A”

**WEST HILLS COMMUNITY COLLEGE DISTRICT
RFP: DISTRICT BEVERAGE SERVICES**

CURRENT BEVERAGE VENDING MACHINES

Location/Building	Quantity of Units
WHC-Coalinga-300 Cherry Lane, Coalinga CA	
Outside Women’s Dorm	1
Men’s Dorm Game Room	1
A Wing AF Splash	1
WHC-Lemoore-555 College Drive, Lemoore CA	
Building 801	1
Fitness Center	1
Behind Administration Building	2
High School 800	1
M and O Building	1
Gym Weight Room	1
District Office-275 Phelps Ave., Coalinga CA	
Warehouse	1
Breakroom	1

Attachment “B”

HISTORICAL PRODUCT SALES

Location	2017-2018	2018-2019	2019-2020*
West Hills College Lemoore-Food Service	1,894	1,622	1,222
West Hills College Coalinga-Food Service	2,249	2,022	1,655
West Hills College Lemoore-Vending	237	162	73
West Hills College Coalinga-Vending	34	28	21
West Hills College North District-Vending	30	22	18
West Hills College North District-Office	24	23	10
Total Cases	4,468	3,879	2,999

****Numbers are reflective of the move from in-person instruction to remote instruction due to the pandemic.***

Data is not shown for 2020-2021 due to the entire District moving to remote instruction during this time. The District was still rebounding from the pandemic in 2021-2022 which is why the data for this year is not shown. We expect 2022-2023 to return to normal levels now that all sites have returned to in-person instruction.

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 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 _____ SIGNATURE _____

NAME _____ NAME _____

TITLE _____ TITLE _____

DATE _____ DATE _____

In accordance with the Corporations Code of California, any contract entered into by any corporation with West Hills 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 the bidder is a corporation, and the signer is not an officer, attach a certified copy of by-laws or resolution authorizing execution. If the bidder is a corporation, affix corporate seal. If the signer is an agent, attach power of attorney. If the bidder is not an individual, list the names of other persons authorized to bind the organization.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

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

The party making the fore going 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 bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, 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 bidder 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.

Date: _____

Legal Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 -commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

CERTIFICATE REGARDING DRUG-FREE WORKPLACE

West Hills Community College District

Project Name: RFP, District Beverage Services

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all the following:

Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations; Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the West Hills Community College District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____ (Company's Name)	_____ (Authorized Representative Name)	
_____ (Signature)	_____ (Title)	_____ (Date)

CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

West Hills Community College District

Project Name: **RFP, District Beverage Services**

The Vendor agrees that it will abide by and implement the West Hills Community College District's Alcoholic Beverage [Administrative Procedure 3560](#) and Smoking on Campus Administrative Procedure [3570](#).

_____		_____	
(Company's Name)		(Authorized Representative Name)	
_____		_____	
(Signature)	(Title)	(Date)	

PROPOSAL SIGNATURE FORM
WEST HILLS COMMUNITY COLLEGE DISTRICT
RFP, DISTRICT BEVERAGE SERVICES

Due Date: NO LATER THAN 2:00 P.M. ON TUESDAY, AUGUST 30, 2022

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 District Beverage Services. Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, "District 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, State, Zip Code _____

Phone Number _____ Fax Number _____

Email _____

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

If the District does not issue addenda to the RFP, please indicate "No Addenda Issued" by Initials here: _____