



# Ventura County Community College District

PURCHASING DEPARTMENT

August 11, 2022

RE: **RFP 635 Food Vending Services**

Dear Prospective Bidders,

Following is a packet detailing the Request for Proposal (RFP) 635, for Districtwide Food and Snack Vending Machine Services in the Ventura County Community College District. The packet includes General Instructions to Bidders, Supplemental Questions sheet, current listing of vending machines, Bid Form and maps.

The College District does not currently offer cafeteria food services at the three campus locations and is seeking a food vending service provider to have fresh food and snacks available to students. The current provider has placed food and snack vending machines throughout the campuses to offer food for students to purchase. The District is interested in your proposal to offer food, snacks and service the vending machines on the campuses.

There will be a mandatory job walk on Friday, August 26th. This will begin at Ventura College at 8:30 AM, continuing on to Oxnard College at 11 AM and finishing up at Moorpark College at 12:30 PM. If you plan to attend the job walk, please RSVP by email to [Spencer\\_Herson1@vcccd.edu](mailto:Spencer_Herson1@vcccd.edu)

The RFP packet describes the proposal and details about the College preferences for this service. The RFP packets can be downloaded from the VCCCD website at: [https://purchasing.vcccd.edu/bids-and-agreements?qt-bids\\_and\\_agreements=0#qt-bids\\_and\\_agreements](https://purchasing.vcccd.edu/bids-and-agreements?qt-bids_and_agreements=0#qt-bids_and_agreements).

**Questions about the RFP may be submitted in writing by e-mail to [Spencer\\_Herson1@vcccd.edu](mailto:Spencer_Herson1@vcccd.edu) by August 30, 2022.** Answers to questions will be posted to the website soon after they are answered.

The deadline for submission to this RFP is on or before **3:00 pm, Tuesday, September 6, 2022**. Proposals should be enclosed in a sealed envelope addressed and delivered to the Ventura County Community College District, Purchasing Department, 761 E. Daily Drive, Ste. 200, Camarillo, CA 93010 prior to this time. *All RFP proposals must be clearly marked with the RFP number and title.* No electronically submitted or faxed proposals will be accepted. It is the responsibility of the Bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date.

Thank you for your interest in this project.

*Spencer Herson*

Purchasing Specialist, [Spencer\\_Herson1@vcccd.edu](mailto:Spencer_Herson1@vcccd.edu); 805-652-5561

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT GENERAL INSTRUCTIONS TO BIDDERS

1. **Definitions:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a. "RFP" means an offer, made in response to a solicitation, to perform a contract for services, labor or to supply goods or materials at a specified price.
  - b. "Bidder" means a supplier who submits a RFP to the District in response to a solicitation.
  - c. "Purchasing Agent/Buyer," means the Ventura County Community College District authorized contracting official.
  - d. "District" means Ventura County Community College District.
  
2. **RFP Packet:** This RFP Packet consists of the following: Cover Letter, General Instructions, RFP Specifications and a Bid Form.
  
3. **RFP Proposal:** RFP proposals, to receive consideration, should be made in accordance with the following instructions:
  - a. Should a Bidder find discrepancies and/or omissions from the drawings or documents, or should be in doubt as to meaning, the Bidder should contact the Purchasing Agent/Buyer listed in the RFP Packet. Neither the District nor its representative will be responsible for any oral instructions. No addenda will be issued later than five (5) days prior to the date set for the opening of RFP. Inquiries affecting RFP will be answered in writing and distributed to all Bidders in the form of addenda to the RFP.
  
  - b. All addenda or bulletins issued during the bidding period are to be considered part of the RFP and be included in the RFP proposal.
  
  - c. RFP proposals, enclosed in a sealed envelope, shall be addressed and delivered to Ventura County Community College District Administration Center, Attn: Purchasing Department, 761 E. Daily Drive, Ste 200, Camarillo CA 93010, before the time stated in the RFP Packet. Each envelope shall bear the Number of the RFP, Title of the RFP and the Name of the Bidder. **No electronic (e-mail) or faxed RFP proposals or amendments to RFP proposals will be accepted.** All RFP proposals must include a signed and dated Bid Form to be eligible for consideration. Bid Form must be signed by a responsible officer of the bidding company in order to be considered.
  
- It is the responsibility of the Bidder to verify that their RFP has been received by the District's Purchasing Department prior to the RFP opening. Verification of receipt can be made through the Purchasing Agent/Buyer listed in the RFP Packet.***
  
4. **Specifications:** The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the article desired. Alternative materials or goods on which other proposals are submitted must, in all cases be equal or exceed in every detail to the item specified. RFP must clearly state the brand, make or model number. Alternative goods and materials are subject to review and must be approved prior to the date listed on the RFP specifications. The District, for inspection and specification testing, may require samples of RFP items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the RFP. Samples, if not destroyed by tests, and if requested, will be returned at the Bidder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.
  
5. **Prices:** Prices shall be included within the Proposal Documents as appropriate for each individual sale item. Taxes shall be included at the Ventura County sales tax rate of 7.25%, unless otherwise specified. Pricing should be valid for the period as indicated in the RFP proposal/pricing forms, unless otherwise stated in the RFP response.

6. **Quantity:** All quantities are estimates and may vary upon actual ordering of units. The District reserves the right to increase or decrease quantities, all or part of the items may be awarded. Over shipments will be returned at the Bidder's expense.
7. **Delivery:** Time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the RFP. Unless otherwise specified, the Bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, packing and insurance costs for delivery FOB Destination as specified in the RFP. Where specific authorization is granted to ship goods FOB Point of Origin, Bidder(s) agrees to prepay all shipping charges, routing the least expensive method. Each invoice will list shipping charges as a separate line item on the invoice and shall include the original or a copy of the freight bill (excluding postal charges). No COD shipments will be accepted.
8. **Contract Renewal:** The term of the contract is stated in RFP documents. Per Education Code § 81644 contracts for goods and materials may not exceed three (3) years, contracts for services may not exceed five (5) years. Bidder and the Purchasing Agent/Buyer, representing the District, must mutually agree upon allowances for manufacturer price increases and decreases, during the term of the contract.
9. **Prevailing Wage:** In accordance with Section §1771 of the California Labor Code, except for public works projects of one thousand dollars (\$1,000) or less, as defined in Section §1720, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let form maintenance work.

In accordance with Section §1773 of the California Labor Code, the Contractor shall post a copy of the determination prevailing rates of wages at each job site. A copy of these determinations, entitled "PREVAILING WAGE SCALE" is available to any interested party through the internet at: [www.dir.ca.gov](http://www.dir.ca.gov). The Contractor and any Subcontractor(s) shall not pay less than the specified prevailing rates of wages to all workers employed by them in execution of the contract when applicable.

10. **References:** Bidder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the RFP.
11. **Withdrawal of RFP:** RFP proposals may be withdrawn by the Bidder prior to, but not after the scheduled opening by notifying the Purchase Agent/Buyer listed in the RFP Packet. It shall be at the sole discretion of the District to allow Bidder to withdraw a RFP. If evaluation and award of the RFP will be based on award of "all or none" of the items or services, the withdrawal must be for the entire RFP. If the evaluation and award of the RFP will be based on line items, sections, combination of items, the District may consider permitting withdrawal of specific line item(s), sections combinations of items or services.
12. **Opening of RFP Proposals:** RFP proposals will be opened and read at or shortly after the time set in the advertised Notice Inviting RFPs, unless otherwise stated in the RFP Packet. Bidders or their representatives, and other interested persons, may be present at the opening of RFP proposals. RFP proposals that arrive after the time set for RFP opening will be returned to the vendor unopened and considered non-responsive.
13. **Bidders Interested in More Than One Bid/RFP:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid/RFP for the same work unless alternate bids/RFPs are specifically stated.
14. **Award or Rejection of RFPs:** The RFP, if awarded, may be awarded in compliance with these instructions and based on the evaluation criteria within this packet. The competency and the responsibility of Bidder(s) will be considered in making the award of RFP. Prior to RFP award, the District may require the Bidder(s) to furnish evidence satisfactory to the District that it has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the RFP of any Bidder(s) who have previously failed to perform properly or to complete on-time contracts with the District.

The District reserves the right to reject any or all RFPs or alternates and waive any informality or irregularity in the RFP or in the bidding.

The District will evaluate the responses to the RFP based on strength of operations, quality, price, service of existing locations, and financial return to the District. In-kind equipment and/or benefits listed in RFP responses will be considered in determining the award of RFP.

15. **Form of Contract:** The form of contract which, the successful Bidder, will be awarded is a District Purchase Order referencing RFP specifications and other contract documents.
16. **Hold Harmless:** The Bidder shall hold the Ventura County Community College District, its officers, agents, servants and employees harmless from liability. The Bidder agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of services or goods and materials purchased herein. The Bidder further agrees to assume all expenses and damages arising from such claims, suits and proceedings.
17. **Anti-Discrimination:** Bidder hereby certifies that in performing services or providing materials or goods for the District, there shall be no discrimination in hiring or employment practices because of sex, race, color, ancestry age, national origin, disability, disabled veteran status, or religious creed. The Bidder further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.
18. **Invoices and Payments:** Unless otherwise specified, the Bidder shall render invoices for materials, goods and services under the contract to the Ventura County Community College District Administration Center, Accounts Payable Department, 761 E Daily Drive, Ste 200, Camarillo, CA 93010. Invoices shall be submitted on a form acceptable to the District under the same firm name as shown on contract. All invoices, packing lists, packages, and shipping notices shall contain the applicable purchase order number. The Bidder shall list separately any taxes payable by the District.
19. **Default by Bidder:** The District shall hold the successful Bidder responsible for any damage, which may be sustained because of the failure or neglect of Bidder to comply with any terms or conditions listed herein. In the event of a breach by the Bidder of any of the provisions in the RFP or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Bidder.
20. **Independence of RFP:** Unless the Bidder is furnishing a joint RFP, by submitting this RFP, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
21. **Participation by Other Public Entities:** Other public entities in the State of California may procure items and /or services off this RFP under the same terms and conditions stated in this RFP.
22. **Warranty:** Unless otherwise specified, the warranties contained in this contract begin after acceptance of merchandise has occurred. Bidder will include all written information on any warranty provided by Bidder or the manufacturer.
23. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Bidder shall submit to the Purchasing Agent/Buyer, the "Bidder Protest" form within five (5) working days after being notified by the Purchasing Department of the proposed award. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing. The Board of Trustees will not consider protests from Bidders and/or their agents during a public meeting if they have not followed this procedure.
24. **Rehabilitation Act of 1973:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Ventura County Community College District, the Chancellor's Office of the California Community Colleges, and any California Community College using the vendor's products or services from any claim arising out of its

failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

25. **Security/Bond:** The District reserves the right to request Bidders Security/Bond if stated in the RFP documents.
26. **Artwork:** Any artwork produced for this project is the sole property of the District and shall be forwarded to the Purchasing Department at, 761 E Daily Drive, Ste 200, Camarillo, CA 93010 upon completion of this project.
27. **Insurance:** Vendors providing services to the Ventura County Community College District cannot begin work until the proof of insurance has been submitted and approved by the District. Satisfactory proof of insurance consists of a certificate of insurance on an ACORD™ Form and a policy endorsement issued by the Vendor's insurance company that references the policy number and the District named as additionally insured. Except for worker's compensation insurance, the policy shall not be amended, modified or the coverage amounts reduced without the District's prior written consent. The District shall be furnished thirty (30) days written notice prior to cancellation of the insurance. Vendors shall not allow any Subcontractor, employee or agent to commence work until the insurance required has been obtained.

The following are the insurance minimums required by the District and must be submitted with an executed copy of the contract;

A) **WORKER'S COMPENSATION INSURANCE.** Vendors must maintain Worker's Compensation Insurance on all employees to be engaged in work for the District. In case of any such work sublet, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees employed in connection with the work unless the Vendor's insurance covers the subcontractor and its employees.

B) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** Vendors shall maintain Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Vendor's insurance covers the subcontractor and its employees.

C) **AUTOMOBILE LIABILITY INSURANCE:** \$1,000,000 combined single limit per accident or bodily injury and property damage.

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
RFP BID FORM**

The undersigned, having carefully examined Notice to Bidders, General Instructions to Bidders and Specifications for RFP 635, Districtwide Food and Snack Vending Services for Ventura County Community College District, hereby proposes to furnish said materials and services in accordance with prices quoted on the attached form.

Vending machine product prices must be valid for a minimum of 12 months after the award of RFP. Any future price increases require VCCCD approval per the bid documents.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ACKNOWLEDGEMENT OF BID ADDENDA**

In submitting this Bid Proposal, the Bidder acknowledges receipt of all Bid Addenda issued. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda.

\_\_\_\_\_ No Addenda Issued  
(Initials)

\_\_\_\_\_ Addenda Number(s) \_\_\_\_\_ received, acknowledged and incorporated in this Bid Proposal.  
(Initials)

**DRUG-FREE WORKPLACE CERTIFICATION**

The Bidder certifies the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Bidder that a drug free workplace will be provided by Bidder by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Bidder's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Bidder

connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

#### **NON-COLLUSION AFFIDAVIT**

In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted his or her bid 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby acknowledge and agree to all specifications of the Ventura County Community College District bid and will see that our company is responsible for all materials and services as specified.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PREPARED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

In order to comply with legal requirements, the Ventura County Community College District is gathering and updating the affirmative action status of vendors. Please check your company's appropriate code as indicated below (see definitions).

- Minority-owned/Disadvantaged business
- Woman-owned business
- Small business concern
- Disabled Veteran enterprise
- Other
- None of the above

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**  
**AFFIRMATIVE ACTION STATUS CODE DEFINITIONS**

Minority-Owned/Disadvantaged Business

A small business concern which is at least fifty-one percent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one percent (51% of the stock of which is owned by such individuals, and whose management and daily business operations are controlled by one or more of such individuals).

Business owners who certify that they are members of named groups (African American, Hispanic Americans, Native Americans, and Asian-Pacific/Asian Indian Americans) are considered socially and economically disadvantaged.

Woman-Owned Business

A business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

Small Business Concern

An independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.01 or in the Federal Procurement Regulations, Section 1-1.701.

Disabled Veteran Enterprise

"Disabled Veteran" means a veteran of the military, naval or air service of the United States with a service-connected disability who is a resident of the State of California. To qualify under this category, certification must be obtained from the Office of Small & Minority Business (OSMB) by completing Form OSMB11 and receiving an approved certification letter from that office. Contact the OSMB at (916) 322-5478 for specific assistance. The District must receive this certification with the bid response.

**Ethnic Groups Key**

African Americans: United States citizens whose origins are in any of the Black racial groups of Africa.

Hispanic Americans: United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Spain, Portugal, Central or South America.

Native Americans: United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians.

Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea, Okinawa, Thailand, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Northern Marianas, India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.



**REQUEST FOR PROPOSAL 635**  
**Districtwide Food and Snack Vending Machine Service**  
Ventura County Community College District

**Specifications**

Sealed proposals must be submitted to the Ventura County Community College District Purchasing Department before **3:00 pm, Tuesday, September 6, 2022** to be considered.

The District seeks a supplier to provide healthy, high-quality, food and snack vending services at its three college campuses. Food vending is an important service for students, faculty and staff of the District since the closure of cafeteria services. The District is interested in having healthy fresh food available to its students on campus and ensuring that food is maintained properly. This RFP also includes the service and offering of snack and candy items. The current locations for vending machine service have been successful as they allow the students access to hot water and microwaves for food preparation if necessary. Two peripheral locations included in this RFP are Ventura College East Campus in Santa Paula which has one snack machine, and the Oxnard College Fire Academy in Camarillo which has 2 snack machines. The locations of machines will be discussed and viewed in detail on the Job walk that accompanies this RFP.

The selected contractor will be required to furnish and install vendor-owned snack, fresh food and instant or frozen food vending machines at all existing locations immediately after award of the RFP. It is the District's intention to make a decision and notify the successful firm in October, allowing time for the successful firm to plan its implementation and have food available for Spring classes.

In order to obtain the most advantageous commissions, pricing of products, and to ensure a commitment between the District and the Contractor, the District is offering an exclusive contract to provide these food and snack 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. This request for proposal for food and snack vending service includes hot drink vending machines; however it **does not** include soft drinks, soda or water beverage items.

Please note that the colleges have contracted with a limited number of local food trucks who visit the campuses on a set schedule. The trucks are providing fresh food to students, and should not detract from the services described in the RFP. The food trucks are limited in their hours to visit the colleges, where vending machine foods to be provided in this RFP should be available throughout the day and include evening classes which may go until 10:50pm.

The term for this proposal will be for one to three (3) years, with an appropriate termination clause for nonperformance by awarded vendor.

Proposals should discuss/address all sections noted below in their Request for Proposal. It is highly desirable that proposals be prepared in accordance with the following sections so the District can easily compare proposals. Although not required to be exactly in this order, please provide all information in a clear format. Include 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 this contract.

In addition, complete, sign, and answer all questions on the District-provided forms: the Proposal Certification Sheet, and Supplemental Questions.

Questions about the RFP may be submitted in writing by e-mail to the Purchasing Specialist and must be submitted no later than August 30 at 5:00 pm, 2022. Questions may be addressed to [Spencer\\_Herson1@vcccd.edu](mailto:Spencer_Herson1@vcccd.edu). Answers to questions will be posted to the website thereafter.

### **Section 1: Contractor Information**

Contractor should provide a company profile. Information should include but is not limited to the following:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- Location of the company offices
- Listing of clients in Ventura, Santa Barbara, or LA County
- Location of the office proposed to service the District account
- Number of employees locally and nationally
- Locations from which employees will be assigned, especially servicing personnel Sub-contractor information if subcontractors are used.
- Brief company history and statement of qualifications
- Length of time contractor has been in business providing the services described.

### **Section 2: Contractor References**

Contractors should provide a minimum of three (3) current references for installations of the same size and scope of this Request. One reference must be of a college or school district. All three references may be checked /verified by the District. Additional references are encouraged. Contractors should provide a reference sheet to attach to the RFP submitted. Reference information should include:

- Company/Client name and phone/contact number
- Description of services (no. of machines, etc)
- Contract Service dates

The District reserves the right to discuss the Contractor's qualifications with other college or 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.

### **Section 3 - Equipment**

Describe and list the equipment, food types and food preparation process proposed in the RFP response. The contractor is responsible for all costs related to equipment purchase, installation and maintenance, including vandalism and theft. If there are changes to existing machine areas, or construction in new areas, 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.

- A. Contractor will supply vending machines in locations similar to the existing, or as mutually agreed upon by contractor and College. The number of machines to place at each campus will be similar to those currently in place and viewed on the job walk. These are noted on Exhibit 1 herein.
- B. Machines that are added or replaced through the duration of the contract must meet the same specifications as the machines installed at the commencement of the contract. Replacement of existing machines or additional machines may be required as facilities are expanded or volume of sales increases. The addition of machines must be mutually agreed upon by the District and the awarded vendor. All vending machines shall meet Section 504 of the Federal Handicapped Requirements.
- C. All vending machines must not be older than 3 years old. Machines shall appear new, clean, undamaged, with no visible dents, chips rust, scratched plastic parts, broken glass, etc.

The District prefers that the machines used are energy-efficient and that all or most machines used are new, or in like-new condition.

If 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 the machine.

- D. Vending machines should have a meter or other means that can track sales and coins/cash received. Describe your firm's policy to allow the District to monitor such meters.
- E. Contractor will be responsible for all repairs, upkeep, cleaning and maintenance 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. Contractor must discuss in their proposal its guarantees to replace malfunctioning machines within 3 - 4 days of the district's request or by the awarded vendor.
- F. Describe your equipment such as the number of slots, age and condition of the machines to be used. Provide manufacturer and model numbers, their functionality or provide detailed brochures. Please state specifically if the machine will return change if the item selected is sold out. Indicate the currency amounts that the machines will accept. The District prefers that machines accept and can change out one and five dollar bills. Machines placed must also have the ability to perform debit or credit card transactions.
- G. The District shall furnish, at no cost to the Contractor, the electrical power necessary for the operation of the vending machines. A projection of the maximum annual electrical cost and maximum aggregate annual electrical consumption per machine shall be included in the proposal. 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. The contractor shall provide the amperage of the machines and electrical consumption in their proposal. Excessive power consumption will be reviewed during the course of the contract and such machines must be replaced.

The District may be interested in installing power saving devices to the machines. Please ensure that your machines are adaptable or if such device may be included with the machines in your proposal. Include documentation regarding the energy efficiency of proposed machines to be placed in the District.

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.

#### **Section 4 - Service**

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

- A. 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 areas.

- B. Machines should be clearly marked with the Contractors contact information in case of malfunction or problems.
- C. 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.
- D. Address the number and type of personnel that will be available to manage our account and their experience. Discuss how your firm will provide coverage in the event of personnel absence or vacation. Clearly confirm the number of personnel that will be dedicated to our account.
- E. Describe your firm's frequency of stocking and servicing the equipment in accordance with our requirements. Please note your spoilage prevention methods that ensure food is kept fresh.
- F. The contractor's delivery vehicles must have the Contractors' company name visible. Drivers shall obey all speed limits and traffic laws.
- G. The Contractor shall have a refund policy that meets industry standards. Please describe your refund policy and process.
- H. The District is interested in having a healthy choice of foods and snacks available to its students; please include these details in your proposal. The Contractor may provide a plan to assist the District to promote educate and advertise the healthy foods available and their benefits.
- I. 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.
- J. The successful Contractor shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District. If your firm plans on using any sub-contractor, you must clearly indicate this intent within the documents submitted. Under no circumstances will the District accept a check from a subcontractor.

## **Section 5 – Commissions & Pricing**

The Contractor shall clearly state the commission(s) offered in the proposal submitted. An itemized listing of products and pricing must also be submitted. You may indicate the maximum percentage increase that may be applied in the future, (this is not to be construed as authorization by the District for automatic allowance of an increase in cost). When deciding whether to allow a price change, a written request is required. The written request for price increase must be received 60 days prior to the recommended date of the increase. Increases and their justifications will be considered annually as requested and in accordance with changes in the Consumer Price Index. (CPI), U.S. city average, and all items as published by the U.S. Bureau of labor Statistics.

- A. Contractors should provide their best commission levels with the initial proposal since the District may award a contract based on initial proposals without any further discussions or negotiation. The evaluation team will consider the amount of commission a Contractor will offer the District, and the proposed initial price to be paid by the consumer for each product proposed for sale.
- B. Reporting should be detailed and 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. Please attach a sample

of your reports in the proposal. The contractor, by submitting a proposal, agrees that the District, or any of its duly authorized representatives, at any time during the contract period, 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.

- C. The District requires monthly accounting statements and payments within 15 days of the end of the month. Provide a sample monthly accounting statement from another organization as an attachment.
- D. Commission checks shall be made payable to Ventura County Community College District and delivered/mailed to the attention of **Accounting Department, at 761 E. Daily Drive, Suite 200, Camarillo, CA, 93010.** 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.

### **Section 5 – Evaluation Criteria and Method of Award**

The District will evaluate and rank proposals which meet all of the proposal requirements noted herein. The District reserves the right to determine acceptability and equivalency of items or services proposed. Key areas of evaluation are as follows:

- A. Ability and experience in handling an account similar to the needs of VCCCD
- B. Commission Percentages offered
- C. Guaranteed response time
- D. Refund Policy and practices
- E. References
- F. Answers to Supplemental Questions
- G. Pricing of vending products

#### **Suggested Attachments:**

- Brochures/Information on vending machines proposed
- Lists of foods and snacks to be provided; not including beverages
- Sample of monthly commission reports
- Financial Information
- Proposal Certification Sheet
- Supplemental Questions Sheet
- Sample Commission/Sales Report
- Reference List
- Proof of Insurance

\*The District is interested in vendors to supply food and snacks only with this RFP. Fresh food, Microwavable food, frozen foods and hot beverages are the main consideration. This RFP does not apply to the vending of cold beverages.

**REQUEST FOR PROPOSAL 635**  
Districtwide Food and Snack Vending Machine Service  
Ventura County Community College District

**Supplemental Questions**

1. How many years' experience do you or your firm have with the business of vending products?

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2. Describe your refund policy and method for reimbursement in the case of a machine malfunction.

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3. Has your firm's contract not been renewed or cancelled by a client in the last two years?  
\_\_\_ Yes \_\_\_ No    If yes, please explain:

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4. How do you prevent route drivers from under-reporting sales and commissions?

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5. How do you manage the prevention of food spoilage?

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6. What types of foods and machines do you offer for food vending? Frozen, microwavable?

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7. What qualifications determine the need for adding a new machine to your current service areas?

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8. What types of Healthy choice food options will be offered?

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Name of Firm:

Initials:

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# Vending Machines

## **Moorpark**

Academic center 1<sup>st</sup> floor - 1 food

LLR patio - 1 food

PS 1<sup>st</sup> floor - 1 food

AA courtyard - 1 food

Campus Center - 8 food

HSC 2<sup>nd</sup> floor - 1 food

PA - 1 food

EATM 2<sup>nd</sup> floor - 1 food

Admin - 1 food

HSS 1<sup>st</sup> floor - 1 food

**Total Food -17**

## **Oxnard**

LS- 1 food

LA- 1 food

OE- 1 food

AA- 1 food

Café- 3 food

Student Lounge- 1 food

**Total – 8 food**

## **Ventura**

Day Road Center (DRC) – inside break room – 1 food

Multidisciplinary Center West (MCW Rm 125) – inside large vending area – 7 food

Science Building (SCI) – exterior, near 1<sup>st</sup> floor center elevator – 1 food

Athletic Event Center (AEC) – exterior at front entrance – 1 food

Campus Student Center (CSC) – interior, inside cafeteria – 7 food

Ventura College East Campus in Santa Paula (not on map) – interior break room – 1 food

**Total – 18 food**

**District Administrative Center**

Break Room on 2<sup>nd</sup> floor – 1 food

**Total across all district sites – 44 food vending machines**



## **Exhibit 2 - Demographics**

### **Ventura County Community College District**

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There are currently approximately 34,175 students enrolled District-Wide. The enrollment statistics below are from the Spring Semester of 2022. Enrollment by College is as follows:

	<b>Students</b>	<b>Employees</b>	<b>Total</b>
Moorpark College	11,770	699	12,469
Oxnard College	6,106	374	6,480
Ventura College	10,005	612	10,617
<b>29,566 Total of Students and Employees</b>			

### **Student Age District-Wide Fall 2016**

<b>Years of Age</b>	<b>Number of Students</b>	<b>Percentage</b>
19 or younger	9,905	<b>35.53%</b>
20-24	9,866	<b>35.39%</b>
25-29	3,276	<b>11.75%</b>
30-34	1,773	<b>6.36%</b>
35-39	1,018	<b>3.65%</b>
40-49	1,146	<b>4.11%</b>
50+	896	<b>3.21%</b>
Unknown	1	<b>0.00%</b>

### **Student Ethnicity District-Wide Fall 2016**

	<b>Number</b>	<b>Percentage</b>
Asian	1,407	5.05%
African American/Black	612	2.2%
Hispanic	15,278	54.8%
American Indian/Alaskan	54	0.19%
Pacific Islander	66	0.24%
Two or More Races	1,577	5.66%
White	7,983	28.63%
Unreported	498	1.79%