

# Request for Proposal: 2018-03

## Merced Community College District VENDING SERVICES PROPOSAL



Return Proposal To:  
Merced Community College District  
ATTN: Chuck Hergenraeder, Purchasing Manager  
3600 M Street  
Merced, California 95348  
Telephone (209) 384-6300,  
E-mail [charles.hergenraeder@mccd.edu](mailto:charles.hergenraeder@mccd.edu)

## Table of Contents

	<u>Page</u>
Notice Calling for Request for Proposals (RFP)	1-2
Section I. Information for Bidders	4
A. Schedule of Critical Dates	4
Section II. Introduction	
A. Vendor Responsibilities	5
B. MCCD Responsibilities	6
Section III. Scope of Work	
A. Snack Machine	7
B. Food Machine	8
Section IV. General Conditions	
A. Terms of Agreement	9-14
B. Offer to MCCD	15
C. Non-Collusion Affidavit	16-17
D. Certificate of Workers Compensation Insurance	18

## NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

DISTRICT: MERCED COMMUNITY COLLEGE DISTRICT

### **Project Description: RFP#: 2018-03 – Vending Services Proposal**

NOTICE IS HEREBY GIVEN that the Merced Community College District of Merced County, California, acting by and through its Governing Board, hereinafter referred to as "MCCD," invites bidders to submit proposals for the project described as: Vending Service Proposal, BID: 2018-03

#### DATE/TIME/LOCATION FOR SUBMITTAL OF RFP PROPOSAL:

Tuesday, April 10, 2018 @ 2:00pm

3600 M Street, Merced, CA. 95348

RFP documents are available at <http://www.mccd.edu/offices/purchasing/bids.html>  
All addendum's will also be available on this website and Bidders are responsible to regularly check the website for addendum's, if any.

Each proposal must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent contract documents.

The District reserves the right to reject any or all bids (proposals), to accept or to reject any one or more items on a bid (proposal), or to waive any irregularities or informalities in the bids or in the bidding process.

Proposals must be addressed to and filed with the Purchasing Office at the Merced campus, on or before 2:00 P.M. Tuesday April 10, 2018. MCCD shall use the official U.S. time that is provided by the web site, <http://www.mccd.edu/offices/purchasing/bids.html> to determine if the submission has met the deadline.

For further information contact Chuck Hergenraeder at (209) 384-6300 or [charles.hergenraeder@mccd.edu](mailto:charles.hergenraeder@mccd.edu)

MERCED COMMUNITY COLLEGE DISTRICT

By:  
Chuck Hergenraeder  
Purchasing Manager

Advertised: Merced Sun Star  
**March 21, 2018 & March 28, 2018**

DISTRICT	MERCED COMMUNITY COLLEGE DISTRICT
PROJECT NAME	2018-03 Vending Service Proposal
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	2:00 PM Tuesday , April 10, 2018
LOCATION FOR SUBMITTING BID PROPOSALS	MERCED COMMUNITY COLLEGE DISTRICT Merced College, Purchasing Office (Corner University Drive and West Community College Drive) 3600 M Street, Merced, CA 95348
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	_____ <u>Same As Above</u>

### Introduction

The MCCD is seeking proposals of vending services at the Merced and Los Banos Campus, in addition to the BRC location downtown Merced. There are currently a total of nine vending machines and one food machine. Based on the results of a recent vending survey, MCCD may require additional machines. MCCD would like to provide healthy options for its students, staff and faculty. Preference may be given to a vendor who provides an abundance of healthy choices in the desired price range.

**To visit any or all sites, Bidder should make arrangements in advance by contacting Chuck Hergenraeder, Purchasing Manager at (209) 384-6300 or [charles.hergenraeder@mccd.edu](mailto:charles.hergenraeder@mccd.edu).**

### Form and Delivery of RFP's.

The RFP must conform and be responsive to all RFP Documents and shall be made on the RFP Price Form provided. Five (5) complete copies of the RFP, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to MCCD at: 3600 M Street, Merced CA 95348, and must be received on or before the RFP deadline. The envelope shall be plainly marked in the upper left hand corner with the Bidder's name and address, the name of the Project, and the RFP number. **It is the Bidder's sole responsibility to ensure that its Proposal is received prior to the RFP deadline.** Any Proposal received after the scheduled closing time for receipt of RFP's shall be returned to the Bidder unopened.

### Vendor Responsibilities:

1. Supply, deliver, and maintain responsibility for machines and cash receipts. Vendor shall bear all responsibilities resulting from damage to, or loss of, equipment, merchandise, and or revenue while on the premises of, or in transit to and from, the MCCD.
2. Maintain Workers Compensation and Liability Insurance for your business and all its employees.
3. Retain ownership/liability and provide maintenance for all equipment.
4. Deliver snacks and food as necessary to maintain adequate stock to meet MCCD demand. All machines shall be stocked and or serviced no less than - **twice weekly**.
5. Vendor shall keep the locations where its equipment is located clean at all times.
6. Vendor shall conduct business in a quiet and orderly manner to the satisfaction of the MCCD. Vendor shall obey and comply with all applicable health laws or other governmental regulations.
7. Vendor shall secure and maintain in force such licenses as required and be fully responsible for any and all sales and/or use taxes levied.
8. In order to minimize the cost of electricity, vending machine shall not have unnecessary illumination. Refrigerated machine shall be equipped with motion sensory activation or timers to limit energy consumption. Machines must be new or nearly new, current models, with lamps deactivated, wherever possible, prior to or just after installation.
9. Remove "out of date" items as necessary.
10. Deliver itemized statement and commission payment on a monthly basis. Level of detail on statement must include number and type of item(s) sold and price. MCCD to receive a percentage of gross sales.
11. Be responsive to the changing needs of the MCCD and make adjustments as necessary.
12. Provide machines that accept dollar bills as well as change.
13. Provide a credit card reader on all machines that accepts both credit and debit cards.

MCCD Responsibilities:

1. Supply space for the machines as follows:

- Merced main campus: Six (6) snack and food machines
- Los Banos campus: Two (2) snack machine and One (1) food machines (refrigerated)
- BRC: One (1) snack machine

NOTE: MCCD reserves the right to add or remove machines as necessary.

2. Provide electrical power outlets (standard 120 VAC). Any outlet conversions shall be the responsibility of the Vendor.
3. Report to Vendor any problems or difficulties with equipment or supplies.

Past Sales History:

2016

Merced Campus: \$48,315.35

Los Banos Campus: \$13,509.60

BRC: \$2,586.20

2017

Merced Campus: \$36,980.80

Los Banos Campus: \$9,714.25

BRC: \$2,707.20

**Snack Machines**

The MCCD requires nine (9) snack machines (See attached list of locations) which contains a variety of chips, candy, etc. MCCD reserves the right to request additional machines or to remove machines as deemed necessary.

- MCCD currently charges \$1.00 for chips, candy and \$1.50 for pastry, cupcakes and related items. The MCCD desires to retain products within this price range. Please list snacks and proposed list price or range of prices. Be sure to include healthy choices. MCCD will consider a lower proposed commission on healthy choice items, in order to keep healthy items price at desired point.

Please specify food and proposed price:

Food:	Price Ea.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheet as necessary).

Percentage of Commission to be paid to the MCCD: \_\_\_\_\_%

**Food Machine:**

The MCCD desires one (1) food machine at the Los Banos Campus that contains items such as:

- Fruit
- Microwaveable Meals
- Canned Soups
- Sandwiches
- Pastries
- Fruit Pies/snack cakes
- Health alternatives
- Other Items

Note: The machine located at the Los Banos Campus may be replaced in lieu of actual food services. The machine may be replace at any time during the contract.

Please specify food and proposed price:

Food:	Price Ea.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheet as necessary).

Percentage of Commission to be paid to the MCCD: \_\_\_\_\_%



Contract:

The tentative start date is July 1, 2018. The initial term of this contract shall be for a three year term beginning on July 1, 2018, and ending on June 30, 2021. This contract shall be renewable for up to two (2) additional one year terms. Except in cases of default, if non-renewal is anticipated by either party, notification must be sent in writing, no later than May 1 prior to the proposed June 30 termination date.

SERVICE:

- Service may be required several times per week. Vendor to service machines as often as necessary based upon product demand but no less than **twice weekly**.
- Calls for service must be answered within 24 hours.
- If a machine develops a trend of malfunctioning, Vendor agrees to remove and replace machine with an adequately working machine at no additional cost to the MCCD. If the Vendor does not take timely action to correct any recurring problem, to the satisfaction of the MCCD, the Vendor shall be judged to be in default.
- In case of default by the Vendor, the MCCD may remove any equipment and procure the items and services from other suppliers. Default by the Vendor shall be sufficient cause to remove the Vendor from the approved-vendor list for subsequent proposals.
- MCCD reserves the right to cancel this contact at any time for convenience or default with a 30 day notice.

TEMPERATURE AND POWER QUALITY:

- The MCCD shall not be responsible for fluctuations in AC power quality or in temperature variations.

## REFUNDS PROCEDURE

The vendor will work with MCCD to establish a refund process.

## PRICE CHANGES:

- Any proposed price increase must be reviewed and approved with MCCD Purchasing Office prior to change.

## COMMISSION FIRM FOR DURATION OF CONTRACT:

- Percentages of commission proposed shall not change for the duration of this contract.

## TAXES, DEPOSITS, AND PAYMENTS:

- Commission payments shall be made as a percentage of the actual total cash gross income. Any and all applicable taxes and deposits shall be borne by the Vendor.

## MONTHLY STATEMENTS/RIGHT TO AUDIT:

- The MCCD requires the Vendor to submit a commission check and monthly statement no later than the 15<sup>th</sup> of the month, for the previous month's sales.
- Invoices must be itemized to indicate the type of item, quantity, unit price, commission percentage and totals.
- The MCCD (or the MCCD's auditors) shall have a right to audit the accounting methods or operations of the Vendor in relation to service of this contract.

INSURANCE:

- The Vendor, at the Vendor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the MCCD, and with limits not less than those stated hereinafter.
- Contractor shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability, Automobile liability, Workers' Compensation and Employers' Liability insurance covering themselves and their respective employees. Contractor shall be required to provide certification listing MCCD as additional insurer. Such coverage provided by Contractor may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at the following limits:

General liability: \$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000 each accident or claim

- Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the Contractor shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The Contractor shall execute and deliver to the District the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the District.
- Acceptance of Certificates of Insurance shall not relieve or decrease the liability of the Vendor.
- The insurance required must be written by a Best Key Rating Guide "A" or better rated carrier admitted to write insurance in the State of California at the time the policy is issued.
- Certificates of Insurance shall be submitted in duplicate, and shall contain transcripts from the policies authenticated by the proper office of the Insurer evidencing, in particular, those insured, the extent of the insurance, the location of the operations to which the insurance applies and thirty (30) day NOTICE OF CANCELLATION of the policy.

- All Contractors' insurance policies shall name the MCCD and its agents as additional insureds.

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its officers, officials, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

### TAXES AND PAYMENTS

The Vendor shall pay to the MCCD on a monthly basis a consideration pursuant to the agreement for the operation during the preceding month. Commission payments shall be made as a percentage of the gross sales. The term "gross sales" shall be defined as the total amount taken by the vending machine(s) after sales and excise taxes. The Vendor shall transmit his payment and monthly gross sales receipts report to: Merced Community College District, Purchasing Office, 3600 "M" Street, Merced, CA 95348.

### SALES TAX:

Any sales tax applicable to the operation of the Vendor's machines shall be paid by the Vendor and the MCCD shall not be liable for claims resulting from failure or delay in payment of applicable taxes.

### VENDOR TO BEAR ALL LOSSES OF EQUIPMENT:

The Vendor shall bear all losses for any damage to or loss of equipment and/or merchandise while on the premises of the MCCD.

### TERMINATION

This agreement may be canceled by either party for convenience with or without penalty, at any time by providing a written notice of termination at least thirty (30) calendar days in advance.

### **Evaluation Criteria Includes:**

- Responsiveness to the MCCD Proposal: (pass/fail) **NOTE:** Additional changes, or material deviations from proposal requirements will cause rejection of this proposal.
- Food/Snacks: Price within range – Percentage of Commission. (*Assumes other brand meets minimum standards*).
- *The variety of healthy choice options for both snack and the food machine at Los Banos.*  
**Note:** *MCCD will consider a lower commission on healthy choice items in order to keep the retail price in line with other items.*
- *Past Performance (References)*

The award of the vending services contract shall be based on the criteria shown above. For the purpose of scoring responses, MCCD shall award points from 1 to five on each of the categories. One being the lowest possible and five being the highest possible score. MCCD may require more information and sample products for evaluation. MCCD reserves the right to reject all proposals or accept the proposal(s) in the overall best interest of the MCCD, and the decision of the MCCD shall be final.

In the event of tied scores, MCCD reserves the right to schedule oral presentations with the finalist. If oral presentations are required, the vending RFP committee will make the final decision based on the best overall interest of MCCD. All decisions are final.

### **REFERENCES:**

On an attached sheet of paper, please list three (3) or more local references for whom your firm provides similar service. References must include the business name, address, contact person, and phone number.

**OFFER TO THE MCCD:**

The undersigned offers and agrees, if this offer is accepted by the MCCD within ninety (90) days, to provide the equipment, maintenance, and supplies, as proposed, at the prices and commission percentages listed. Vendor hereby certifies that he/she is an authorized agent for the company listed below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Return proposals to:**

Chuck Hergenraeder; Purchasing Office  
Merced Community College District  
3600 "M" Street, Merced, CA 95348

**Contact info:**

Phone: (209) 384-6300  
[Charles.hergenraeder@mccd.edu](mailto:Charles.hergenraeder@mccd.edu)

## NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_

### Project: Vending Services Proposal

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)

the \_\_\_\_\_ of \_\_\_\_\_, the party submitting  
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). 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 the 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.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, County and State)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed or Typed

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



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)