



**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**

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**REQUEST FOR PROPOSALS (RFP) #2021-016  
for  
CAMPUS SNACK AND FOOD VENDING SERVICES  
DISTRICTWIDE**

**RFP Issue Date:** Tuesday, April 27, 2021

**RFP Due:** Thursday, May 20, 2021 @ 2:00 p.m.

**Submit Response to:** Tammy Cunningham  
[Bids@msjc.edu](mailto:Bids@msjc.edu)  
Director of Procurement and General Services

**Questions and Clarifications** All questions must be submitted by May 10, 2021 via e-mail to: Tammy Cunningham – [Bids@msjc.edu](mailto:Bids@msjc.edu)

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT  
1499 N. State Street, San Jacinto, CA 92583**

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**NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP NO. 2021-016)**

**CAMPUS SNACK AND FOOD VENDING SERVICES - DISTRICTWIDE**

NOTICE IS HEREBY GIVEN that the Mt. San Jacinto Community College District, hereinafter referred to as the DISTRICT, invites proposals for the award of a contract for Vending Services. Each proposal must conform and be responsive to the specifications in the Request for Proposal (RFP).

Proposal shall be delivered and addressed to the **Mt. San Jacinto Community College District, Attn: Tammy Cunningham – Director of Procurement and General Services, 1499 N. State Street, Building AA, San Jacinto CA 92583**, and shall be labeled “**Campus Snack and Food Vending Services - Districtwide, RFP No. 2021-016**”, at or before **May 20, 2021, 2:00 p.m.** Drop off only date will be on May 20 between 8:00 a.m. – 2:00 p.m.

The receiving time in the Purchasing Department will be governing time for acceptability of proposals. Proposals must bear original signatures and figures. No oral, telegraphic, electronic facsimile, or telephone proposals or modifications will be considered unless specified. It is the responsibility of the firm to see that the proposal submitted shall have sufficient time to be received by the Mt. San Jacinto Community College District, Purchasing Office, BEFORE the proposal Submittal Deadline. Proposals received after the scheduled RFP Submittal Deadline will be returned unopened.

RFP documents are available at the Mt. San Jacinto Community College District, Purchasing Office website at <http://www.msjc.edu/Purchasing/current-bids.html>. Firms are responsible to regularly check the District’s website for addendums. Specifications may also be examined and obtained at the District’s Purchasing Office, or by calling (951) 487-3116.

All Questions and inquiries should be made in writing and e-mailed by May 10, 2021 to: Tammy Cunningham (email) [Bids@msjc.edu](mailto:Bids@msjc.edu). Any changes will be issued by the Purchasing Office in the form of an addendum to the RFP.

The DISTRICT reserves the right to reject any or all proposals or to waive any irregularities therein. No proposals may be withdrawn for a period of sixty (60) days after the proposal submission date.

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## **SECTION 1 - GENERAL INFORMATION**

Mt. San Jacinto Community College District is responsible for providing all food services at San Jacinto Campus, Menifee Valley Campus, Temecula Valley Campus and all auxiliary sites. The DISTRICT provides these services through a variety of self-operated services. The DISTRICT currently contracts to provide food and beverage vending machines to serve the Colleges and Auxiliary sites of over 26,000 students, faculty, and staff.

This Request for Proposal is to solicit proposals for the right to provide and service healthy snack/food vending machines serving the needs of the Colleges. This request does not include providing carbonated soft drinks that are exclusive to Pepsi or Coke products and related branded beverages. A separate RFP is being issued for beverages.

## **SECTION 2 – PROPOSAL SUBMISSION**

This proposal will be competitively bid and will be awarded to the vendor that, in the opinion of the DISTRICT, is best qualified to serve the DISTRICT and best responds to this request for proposal. District award of the proposal will be based on the following factors:

- Commission percentage offered by sales category and/or guaranteed minimum commission
- Compensation in addition to direct commission that vendor may provide
- Demonstrated sanitation practices
- Experience of account managers and executives
- Financial stability, acceptable accounting practices and meeting District insurance requirements
- Type and frequency of food promotion/merchandising
- Quality and variety of products offered including complete list, examples of both popular and healthy selections/ vegetarian
- Accounting practices related to collection of revenues
- Demonstration of the vendor’s creativity, innovation, and flexibility to meet the needs of a multi-college District
- Willingness to support and/or co-sponsor special events on campus
- Ability to expand and enhance the current vending locations including providing enclosures that are approved by the Colleges
- Ability to provide electronic “debit card” transactions that will interface with the college system on a number of machines (TBD) is required. Ability to provide near field communication (NFC) transactions such as Apply or Android Pay is desirable. Vendor shall comply with Payment Card Industry Data Security Standards (PCI DSS) and shall provide certificate upon request
- Ability to accept magnetic stripe or chip card
- State-of-the-art technology with electronic sales tracking, machine monitoring systems, and quality of equipment
- Experience, reputation in the industry, and verified references that confirm the vendor’s ability to perform in a large institutional setting and comply with the contract provisions
- Flexibility in being able to service our program which is based on the academic schedule of the colleges
- Be able to provide consumers nutritional value information of food/snacks offered in vending machines

Your proposal should explain your vendor’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 interview any or all potential vendors.

**Please provide in your proposal the following specific information, along with a Table of Contents and Letter of Introduction:**

1. A current annual financial report prepared within the last twelve (12) months.
2. A list of at least five (5) of your current vending accounts and addresses in Southern 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 production kitchens.
5. A brief resume of the supervisor and/or 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 wages and related benefits.
7. A list of your purveyors and their normal delivery schedules to your distribution center.
8. A list of style, make, age and model of the equipment you propose to provide.
9. Proposal forms included in this RFP; Hold Harmless Agreement, Noncollusion Affidavit, Certificate Regarding Workers' Compensation, Proposal Signature form.

All materials submitted as a part of the response to the RFP become property of the District. The District will keep confidential the respondents' financial information or any pages in the proposal that vendor deems to be proprietary and shall be marked "Proprietary Information".

**SECTION 3 - TERM**

- A. Mt. San Jacinto Community College District will consider proposals from vendors with a maximum of a five (5) year agreement. The term of this agreement commences June 16, 2021 and terminates June 16, 2026 for the five (5) year term.
- B. District shall notify vendor in writing of vendor's substantial failure to perform its duties as agreed upon. If such failure is not corrected to the satisfaction of the District within five (5) business days of notification, the District will instate a ninety (90) day cancellation.
- C. Vendor agrees to remove all machines within (five 5) business days following the effective termination date of this agreement.

**SECTION 4 - 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 Mt. San Jacinto Community College District, Attention: Director of Procurement and General Services; Mt. San Jacinto Community College District, 41888 Motor Car Parkway, Temecula CA 92591.

**SECTION 5 - 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, via addendum signed by Vice President, Business Services, that are documented reasons of changes in legislation, taxes, fees or a significant condition outside the control of the vendor that justifies a renegotiation. Due to ongoing college construction and maintenance projects, it is expected that some vending locations may be closed, and new or remodeled locations be opened over time and these situations are routine and are not considered justification to renegotiate. The District has final say as to the location of vending machine placement.
- C. Vendor will provide, at its cost, necessary documentation to the District to any change it requests under Section 3, Article B.

## **SECTION 6 - VENDING MACHINES**

- A. The vendor shall install, at its expense, at the locations set forth on Attachment “A” the number and types of vending machines specified. Vending machines, if not brand new, must not be in excess of four (4) years old and must be fully reconditioned. 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 so as to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devices which shall be maintained in operating condition at all times. All machines shall be approved by the Underwriter’s Laboratories, Inc., the National Sanitation Foundation, National Automatic Merchandising Association, and the Riverside County Health Department.
- C. The vendor shall at all times, at its expense, maintain the vending machines, including any meters, electronic monitoring systems, electronic sales equipment and special attachments, in proper working order and within 24 hours make all necessary repairs and replacements of parts.
- D. The vendor will maintain the vending machines, material handling equipment and service vehicles in a clean, attractive and sanitary condition to the satisfaction of the District.
- E. All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
- F. The District shall have the right to inspect any and all vending equipment at any time for sanitation and housekeeping reasons and conduct bacteriological examinations of the vending machines and products vended that the District deems appropriate. To this end, the vendor will supply the District, a designated representative with the necessary means to access all vending machines. The District agrees to notify vendor in advance whenever such access is required.
- G. A schedule will be provided by vendor that details how vending machines will be improved upon, changed out or upgraded.
- H. Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with a new vending machine.

- I. Vendor's Equipment: The vendor shall bear the full responsibility for all risk to loss to their equipment, and money or product loss resulting from vandalism or theft, and shall not penalize the District for any losses incurred. The District will take normal and reasonable care to prevent damage to the vendor's equipment. The District shall cooperate with the successful vendor in devising a mutually agreeable arrangement in the event problems arise regarding the security of machines, vending products, or receipts. Any damage or loss shall be immediately reported to College Safety and Police at San Jacinto Campus Safety or Meniffee Campus Safety at 951-639-5188.
- J. Vendor's Staff: The vendor shall bear any loss from dishonest, destructive, or criminal acts on the part of the vendor or its employees.
- K. Installation Sites (District Property): Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the District's satisfaction at the vendor's expense.

## **SECTION 7 - ADDITIONAL EQUIPMENT**

The vendor shall furnish, at its expense, necessary condiments associated with products vended. This shall include, but not be limited to, ketchup, mustard, relish, salt, pepper, sugar, straw, stir sticks, napkins and related products as deemed necessary by the District.

## **SECTION 8 - PRODUCTS**

- A. Products to be vended are listed in Attachment "C". Vendor to provide present retail pricing for these products. At least 25% of the food and 35% of the beverages offered through campus vending must meet accepted nutritional guidelines, as outlined in Attachment "D".
- B. The District reserves the right to specify the manufacturer or supplier of goods vended at present or future times based upon partnerships and business relationship with the Mt. San Jacinto Community College District.
- C. Any introduction of new products or substitution of products must be agreed upon in writing by the District. Vendor must supply the District with the manufacturer, portion size, weight, cup capacity, brand or quality level for any new product or substituted product.
- D. All perishable products will be clearly marked with expiration date visible prior to purchase of product.
- E. All sandwiches, salads, and related product designated by the District as having a short shelf life, shall remain in the vending machine no more than seven (7) days.
- F. Vendor agrees to not vend alcohol, near or non-alcoholic beer or wine, tobacco, birth control items, over the counter drugs, gum, health and beauty aids or school supplies. The District reserves the right to amend the aforementioned as it sees fit at any time.

- G. Products containing low sodium, low cholesterol, low or non-fat or other healthy alternative characteristics shall be promoted whenever economically feasible over similar products. In addition, the vendor will provide an assortment of vegetarian offerings for testing and acceptance by our customers.
- H. Vendor agrees to use the following raw food specifications for all products it prepares and to obtain a prior written waiver from the District if any variations are to be used by vendor: Waivers can be obtained by the Director Food Services; Mt. San Jacinto Community College District, 41888 Motor Car Parkway, Temecula, CA 92591
  - a. Beef and Veal - USDA Grade Choice
  - b. Ground Beef - No less than 78%-80% lean meat
  - c. Poultry - USDA Grade A. Grade B may be used for stews and soups or other dishes of similar styles
  - d. Pork - USDA Grade A (#1)
  - e. Variety Meats - Grade #1 from USDA inspected plants
  - f. Sausage - Grade #1 from USDA inspected plants
  - g. Eggs - USDA Grade A
  - h. Dairy Products - USDA Grade A
  - i. Canned Fruits and Juices - USDA Grade A (Fancy) or Grade B (Choice)
- I. Vendor shall comply with all appropriate legislative demands as they may arise.
- J. Pricing of product placed in the machine to be equal or greater than the food service pricing on similar items.

**SECTION 9 - COMMISSIONS**

- A. The Vendor is to furnish, in response to this RFP, the following payment information:
- B. The percentage of total gross vending sales that will represent the commission paid to the District by year for the term of the contract.
- C. A minimum annual guarantee, in dollars, based on the total sales under this contract.
- D. A onetime signing bonus at the beginning of the new contract. (OPTIONAL)
- E. For reference only, the approximate net revenue sales for the 12 month period 07/01/2018 through 06/30/2019 were approximately \$25,000.00 for the vending operation described herein. There is no guarantee, expressed or implied, that future sales levels will be similar.
- F. For reference only, the following categories by product and sales contributed to net revenue sales for fiscal year 2021:
  - i. Candy/Snacks
  - ii. Healthy options
  - iii. Microwave popcorn



G. Vendor agrees to provide a statement report of all vending sales for each machine to the Director Food Services by the 5<sup>th</sup> business day of the month for the previous month. Commissions due to the District must be paid, via check, on a monthly basis by the 15<sup>th</sup> calendar day of the following month. Vendor agrees to pay interest for any commissions not paid on time at a rate of 1.5% per month for each month or partial month payment is late or the maximum interest rate allowed by law, whichever is lower. Any monies due, which are not paid within sixty (60) days of due date will, upon election by the District will terminate this agreement.

## **SECTION 10 - 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 Mt. San Jacinto 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 or site 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.
- E. It is desired that employee uniforms be provided by the vendor that easily and appropriately identifies the vendor and employees.
- F. Vendor's personnel shall observe all campus regulations for driving, parking, and work behavior while on campus, in addition to any campus, state, or local health department orders or safety protocols related to COVID-19 or any other health pandemic.
- G. The vendor is an independent vendor and not any employee of the District or College. 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 a mutually agreed upon frequency of service to the colleges and their satellite sites in accordance with the District academic calendar.

- J. Vendor's representative to meet with each college food services manager once a year to discuss areas for new machine placement, and or concerns.

## **SECTION 11 – UTILITIES**

- A. The District agrees to arrange with the appropriate college or site to provide all necessary utilities at no cost to the vendor. It is understood that College approvals are required for all installations.
- B. The Colleges 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., so as 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 and/or College policies, regulations or directives.

## **SECTION 12 – 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 the vending machines in its name and at its expense.
- C. Vendor will not be reimbursed by the District or College for any direct or indirect tax imposed on it by reason of this agreement.

## **SECTION 13 - 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:

**Mt. San Jacinto Community College District  
41888 Motor Car Parkway  
Temecula, CA 92591**

- The Mt. San Jacinto Community College District, the Trustees of the Mt. San Jacinto 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 Mt. San Jacinto Community College District, the Trustees of the Mt. San Jacinto Community College District, their officers, employees, representatives, agents, or volunteers.
- Each insurance policy required by the agreement shall be endorsed to Mt. San Jacinto 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.
- Vendor shall indemnify, defend, and hold harmless the Mt. San Jacinto Community College District, the Trustees of the Mt. San Jacinto 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 14 – REFUNDS**

- A. Vendor will reimburse consumers (a) if a piece of the Contractor's vending equipment malfunctions and does not vend a snack food or beverage when the appropriate amount of coinage is properly inserted into the machine or (b) defective, spoiled, or inedible products when dispensed.
- B. Vendor shall provide a customer refund policy, procedure and execution plan, accepted by the District.
- C. Each vending machine shall have contact information displayed in a conspicuous area for refund on damaged goods or when customers do not receive product for their money due to a malfunction of the machine.
- D. Vendor will process refunds within seven (7) working days of the occurrence.
- E. For the purpose of tracking commissions, refunds and machine failures, the vendor will develop policy, procedures and execution plan that will identify the performance of machines, type of machines, and location.

#### **A. SECTION 15 - 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 machines, shall be removed by the vendor from the District's property by vendor and not deposited into any campus trash.

- c. Vendor will maintain a record of cleaning and sanitizing each machine and records shall be maintained for at least the past sixty (60) days. Copies of such records shall be made available to the District upon request.
- d. Each machine shall have a sticker on it informing the customer who to call if they have problems with lost coin, damaged product, etc. A district designee shall notify the vendor of the exact problem.

**SECTION 16 - SCHEDULE**

**SCHEDULE FOR PROPOSAL EVALUATION PROCESS**

April 27, 2021	Notification of RFP availability
<b>May 20, 2021</b>	<b>Proposal due by 2:00 p.m. to:</b>  Mt. San Jacinto Community College District Attn: Tammy Cunningham Purchasing Dept. – Building AA 1499 N. State Street San Jacinto, CA 92583
May 21, 2021	Review of qualified proposals and reference checks
June 10, 2021	Board Award of agreement
June 16, 2021	Agreement commences

## **SECTION 17 - INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

**AVAILABILITY OF PROPOSALS:** To obtain the specifications and proposal package you may contact Tammy Cunningham, Director of Procurement and General Services at 951-487-3116, or e-mail at [Bids@msjc.edu](mailto:Bids@msjc.edu).

**PROPOSAL:** Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, “**RFP #2021-016 - CAMPUS SNACK AND FOOD VENDING SERVICES - DISTRICTWIDE**” in the amounts listed on the proposal submitted. The Bidder confirms that they have 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.

**ALL RESPONSES MUST BE RECEIVED by May 20, 2021 no later than 2:00 p.m..** No oral, telegraphic, facsimile or telephone statements will be considered. Proposals received after the specified date and time, will not be considered and will be returned unopened. All submittals become the property of the Mt. San Jacinto Community College District.

**PROPOSAL SUBMITTAL:** If your firm is interested in providing full service Campus Snack and Food Vending Services for the Project, proposals must be delivered to the address below, no later than 2:00 p.m.. on Wednesday, May 20, 2021. Drop off **only** date will be on May 20 between 8:00 a.m. – 2:00 p.m. Late proposals will not be considered. The District is not responsible for late mail or postal delivery errors. Proposers shall submit one electronic version of the proposal on a flash drive (optional); one (1) printed original proposal including any supporting documentation in a sealed box or package addressed as follows “**RFP # 2021-016 – CAMPUS SNACK AND FOOD VENDING SERVICES - DISTRICTWIDE**” and delivered to the District in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., to  
Attention: Tammy Cunningham  
Mt. San Jacinto Community College District  
Purchasing Department – Building AA  
1499 N. State Street  
San Jacinto, CA 92583

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

**PRESENTATION OF PROPOSAL:** A checklist of materials and information required to be included in the proposal appear in section titled “**DOCUMENTS ACCOMPANYING PROPOSAL.**” All information requested should be submitted. Failure to submit all information requested may result in a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected. Failure to follow the instructions herein will be considered a reflection of the respondent’s ability to perform the requirements of the contract. Any supplemental information the respondent wishes to include to enhance its response may be attached to the electronic submission.

Proposals should be presented in a neat, business-like manner. Disorderly submittals, or those that are illegible or otherwise unreadable, will receive a lower evaluation or be subject to rejection. Disorganized or unreadable submissions will be considered a reflection of the respondent's ability to perform the requirements of the contract. Any and all costs incurred by the respondent in the preparation and delivery of the proposal or subsequent requests for information are those of the respondent and will not be reimbursed by the District.

**ACKNOWLEDGMENT OF PROPOSAL ADDENDA:** In submitting this Proposal, the 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 Workers' Compensation. 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 may be rejected as non-responsive. Proposals must be submitted on the DISTRICT Proposal Forms and Proposal Signature Form along with any other required submittals that meet both format and content requirements listed herein.

**REQUEST FOR INFORMATION:** All Questions and inquiries should be made in writing and e-mailed by May 10, 2021 to: Tammy Cunningham (email) [Bids@msjc.edu](mailto:Bids@msjc.edu). Any resultant changes will be issued by the Purchasing Office in the form of an addendum to the RFP.

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

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

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

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

**INTERPRETATION OF PROPOSAL DOCUMENTS:** If any responder is in doubt as to the true meaning of any part of the specifications or other portions of the proposal documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the PROPOSAL documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. It is the sole responsibility of the Vendor to assure delivery of written questions or inquiries. Written questions or inquiries should be faxed or emailed to the DISTRICT's Purchasing Department to the attention of Tammy Cunningham at the following e-mail address: [Bids@msjc.edu](mailto:Bids@msjc.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. A copy of any such addendum will be emailed or faxed. No person is authorized to render an oral interpretation or correction of any portion of the contract documents to any responder, and no responder is authorized to rely on any such oral interpretation or correction.

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

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

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

**PRODUCT AND EVALUATION:** If requested, the vendor shall submit, at no charge to the DISTRICT, one sample for each item requested for evaluation. Samples shall be submitted, properly labeled and with the vendor's name, to Mt. San Jacinto Community College District Purchasing Department, 41888 Motor Car Parkway, Temecula, CA 92591, San Jacinto, CA 92583. 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.

**WORKERS' 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 workers' compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Vendor performing this Agreement files a worker's compensation claim against the DISTRICT, Vendor agrees to defend and hold the DISTRICT harmless from such claim.



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

**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 Riverside, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

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

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

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

**EQUAL OPPORTUNITY EMPLOYER:** Vendor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

## **PROPOSAL SUBMISSION**

The proposals should include the following:

1. Cover Letter: Briefly describe the qualifications of the company and the proposed personnel for this project and provide a statement that you have reviewed the schedule listed in the RFP and agree to provide the necessary effort or staff allocation to meet the schedule listed in Section 4 of this RFP. (1 page max)
2. Approach to Work: provide (i) a statement of the proposed approach to the project scope of work with a description of the tasks, sub-tasks, deliverables that will be provided, and how the staff intend to coordinate and collaborate with the design team to meet the project schedule, and (ii) a description of the Quality Assurance/Control (QA/QC) plan to be followed during the duration of the work. The QA/QC plan shall address the accuracy, completeness and timeliness of all testing and related reports. (1 page Max)
3. List of the main point of contact for the project team and key personnel. Clearly identify the individual (s) role (s) and responsibilities in the testing program. Include resumes of the proposed personnel with relevant testing experience. (1 page max per individual).
4. Relevant Project List: Provide project experience information of the company describing type, size, location, and any unique features or process of the project that may be relevant to this project. (1 page max).
5. Fee proposal: Lump Sum Fee Proposal clearly listing professional testing services and assumptions. Please also include our hourly billing rates. (include number of pages as needed).

## **SELECTION CRITERIA**

1. Timeliness and Completeness: To receive consideration, Responses to this RFP must be received by the Response Deadline. In addition, RFP Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFP.
2. Technical Qualifications and Competence: This includes Company and Personnel's experience, expertise, and familiarity with providing Special Testing Services required by the RFP.
3. Approach to Work: This includes your overall approach/methodology and QA/QC plan to meet the project schedule.
4. Fee: Evaluation of proposed fee structure for requested services.

## **DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Mt. San Jacinto Community College District supports a participation goal of at least 3 percent (3%) of overall dollar amount expended each year to Disabled Veteran's Business Enterprises (DVBE). If Consultant is selected to provide services to the District. Consultant will be required to sign and return a Certification form (copy included with previous RFQ document) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business

and DVBE Certification at 916-375-4940. The DVBE documentation will be required if the Consultant is chosen to provided services as a result of an RFP process.

**ATTACHMENT “A” (VENDING MACHINE LOCATIONS)**

**RFP – PRESENT FOOD/SNACK/COFFEE VENDING MACHINES**

College/Site Name	Address	Location/Building	Machine Type & Quantity
<b>San Jacinto Campus</b>	1499 N. State Street San Jacinto, CA 92583	Café	1 cold food; 1 snack
		<b>Total</b>	<b>2 machines</b>
<b>Menifee Valley Campus</b>	28237 La Piedra Road Menifee, CA 92584	Café	1 cold food; 1 snack
		Building 3000	1 snack
		Building 700	1 snack
		<b>Total</b>	<b>4 machines</b>
<b>Temecula Valley Campus</b>	41888 Motorcar Pkwy Temecula, CA 92591	Café (1 <sup>st</sup> floor)	1 cold food; 1 snack
		2 <sup>nd</sup> Floor	1 snack
		3 <sup>rd</sup> Floor	1 snack
		4 <sup>th</sup> Floor	1 snack
		5 <sup>th</sup> Floor	1 snack
		<b>Total</b>	<b>6 machines</b>
<b>San Geronio Campus</b>	3144 W. Westward Ave Banning, CA 92220	Lobby	1 snack
		<b>Total</b>	<b>1 machine</b>
<b>Grand Total</b>			<b>12 machines</b>

**ATTACHMENT “C” (SAMPLE PRODUCTS AND PRICE RANGE )**

**RFP – PRESENT SAMPLE LIST OF PRODUCT & RETAIL PRICE RANGE**

	<u>PRICE RANGE</u>
Assorted Pastries:	
Entenmann’s, etc.	\$1.75
Chips/Miscellaneous: Brand Names: Lays, Fritos, Cheetos	\$1.50
Cookies, Brand Names: Oreos	\$1.50
Candy, Brand Names: Three Musketeers, 5 <sup>th</sup> Avenue, Almond Joy, etc.	\$1.60
Granola Bars/Nutrigrain Bars	\$1.50
Nuts, Corn Nuts, Peanuts, etc.	\$1.50
Trail Mixes, etc.	\$1.50
Poptarts	\$2.00
Licorice	\$2.00
Mints, Sugarless	\$1.00
Fruit Snacks	\$1.50
Gummy Candies	\$1.25
Crackers	\$1.25
Knott’s Large Cookies	\$1.50
Yogurt	\$2.00
Sandwiches	\$6.00
Veggie Snack Packs	\$2.00

## **ATTACHMENT “D” (NUTRITIONAL GUIDELINES)**

### **RFP – Nutritional Guidelines**

The district is committed to improving access to healthier food choices. A step towards this commitment is stocking healthy snack selections in campus vending machines. This follows in line with SB 912.

The district is asking the following in all campus vending from the contract provider, 50% of the snacks offered in campus vending to comply with:

- Not more than 35% of total calories from fat with the exception of nuts and seeds or whole grain products.
- Not more than 10% of total calories from saturated fat.
- Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils).
- Not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats.
- All machines have symbols indicating which items are the healthy choices.

**PROPOSAL FORM “1” -HOLD HARMLESS AGREEMENT**

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

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

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

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

SUBMITTED BY:

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ NAME \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ DATE \_\_\_\_\_

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

**PROPOSAL FORM "2"- NONCOLLUSION 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 foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the 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)



**PROPOSAL FORM “3” - CERTIFICATE REGARDING WORKERS’ COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

\_\_\_\_\_

Proper Name of Bidder

By: \_\_\_\_\_

**PROPOSAL FORM “4” -PROPOSAL SIGNATURE FORM**

**Due Date: NO LATER THAN 2:00 p.m. May 20, 2021**

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the PROPOSAL form, hereby offers to provide the products and services described in the request for proposal for **Campus Snack and Food Vending Services - Districtwide**. Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, **“RFP #2021-016- Campus Snack and Food Vending Services - Districtwide”**, in the amounts proposed in your response. A duly executed copy of the signature page of this proposal document must accompany your response.

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

Authorized Signature \_\_\_\_\_

Name of Authorized Signer \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

This Agreement is made by and between the **Mt. San Jacinto Community College District** (District) and [Click or tap here to enter text.](#) (Contractor)

**Terms and Conditions**

**Contractor Name.** This Agreement is a legally binding contract entered into between the Contractor and the District. Should any changes to the Contractor's business name occur after the Agreement has been fully executed, a request for a name change must be requested in writing and be supported by sufficient documentation. For questions about this process, contact [BusinessServices@msjc.edu](mailto:BusinessServices@msjc.edu).

**Term.** The effective date of this Agreement is from **Change Start Date through Change End Date**, unless sooner terminated as provided herein.

**Termination.** This Agreement may be terminated by the District at its sole discretion upon a five (5) day advance written notice thereof to the Contractor or cancelled immediately by written mutual consent. Upon termination, any prepayments made by the District will be refunded in full within 30 days of the District's written cancellation notice.

**Scope of Work.** The Contractor will perform, within the terms stipulated, the following services:

[Click or tap here to enter text.](#)

**Exhibits.** This agreement shall not include or incorporate the terms of any conditions, master agreement or any other boilerplate terms or form documents prepared by the Contractor. The attachment of any such document to this Agreement as EXHIBIT "A" shall not be interpreted or construed to incorporate such terms into this agreement unless the District approves of such incorporation in a separate writing signed by the District. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the Contractor shall be null and void and have no effect upon this agreement. Proposals, quotes, statement of qualifications and other similar documents prepared by the Contractor may be incorporated into this agreement as EXHIBIT "A", but such incorporation shall be strictly limited to those portions describing the Contractor's scope of work, rate and price schedule, and qualifications.

**Services/Deliverables.** It is the responsibility of the Contractor to provide the District with the services and/or deliverables as outlined in the Scope of Work.

**Payment Limit.** The District's total payments to the Contractor under this Agreement will not exceed:

\$ 0,000.00	<b>Fee NTE</b>
\$ 0,000.00	<b>Total <u>(Payment to Contractor may not exceed this amount)</u></b>

**Additional Services.** Should additional services be required beyond the not to exceed total of the contract, the Agreement must be amended in advance of additional services being performed and approved by both parties. Additional services rendered by Contractor without prior written authorization via an Amendment, signed by both parties, will not be paid.

**Payment for Services.** Contractor must submit an itemized invoice after services have been rendered specifying the services provided, the dates the work was performed and the specific dollar amount. Invoices will be authorized by the appropriate department Dean or Vice President prior to payment. No payment will be made in advance of work being performed unless specifically pre-authorized by the Vice President of Business Services and indicated within the Scope of Work. Payment will be made by the District within 30 (thirty) working days of receiving the invoice. Invoices shall be submitted via e-mail to: [AccountsPayable@msjc.edu](mailto:AccountsPayable@msjc.edu).

**Services Agreement.** Agreements will be sent to Contractor for signature(s) electronically via DocuSign.

Contractor will receive an e-mail notification to sign the Agreement and will receive an automated copy of the final Agreement upon execution. Click on the link in the e-mail, sign electronically, and click Finish to complete the Agreement. Agreements may alternately be printed from DocuSign, signed, and uploaded to DocuSign, or may be signed and e-mailed to Business Services at: [BusinessServices@msjc.edu](mailto:BusinessServices@msjc.edu). **Do not return this Agreement to anyone other than Business Services via DocuSign or e-mail as this will cause delays in processing.**

**Independent Contractor Status.** The Contractor will at all times be an independent contractor and not an employee, agent, officer or representative of the District. The Contractor or their employees are not entitled to benefits of any kind or nature normally provided to the employees of the District.

**STRS/PERS Retiree.** If the Contractor is a STRS/PERS retiree, it is the Contractor's responsibility to provide the District with a statement indicating the Contractor is a retired member of the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) of the State of California to ensure that retirement benefits are not jeopardized.

**Insurance Requirements.** The Contractor is required to provide a certificate of insurance to the District **prior to the start date of work to be performed.** The Contractor's insurance coverage must meet the minimum liability requirements of the District indicated below including listing the District as an additional insured.

The District will maintain for itself appropriate commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations and \$2,000,000 for general aggregate.

**Mutual Indemnification and Hold Harmless.** The District and the Contractor will mutually protect, indemnify, and hold each other harmless from any costs, losses, claims, demands, suits, actions, payments and judgments, or other liabilities or expenses, including legal and attorney's fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the errors, acts or omissions of those involved in this Agreement.

**Waiver and Modification.** Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

**Applicable Law.** This Agreement will be subject to and will comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement.

**Governing Law, Jurisdiction and Venue.** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of California within the jurisdiction of Riverside County, California.

**Force Majeure.** Neither party shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such party's control, including, without limitation, cessation of services hereunder or any damages resulting therefrom to the other party as a result of work stoppage, power or other mechanical failure, computer virus, natural disaster, pandemic, governmental action, or communication disruption.

**Cumulative Remedies.** Except as otherwise expressly provided herein, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**Expenses.** The Contractor will assume all expenses incurred in connection with performance of this Agreement and the District will not be responsible for payment of any other expenses.

**Taxes.** The Contractor will be responsible for any withholding and payment of any state or federal taxes under this Agreement. The District will report any compensation paid under this Agreement through the 1099 reporting process by calendar year.

**Non-Discrimination.** The Contractor will not illegally discriminate in either the provision of service, or in the employment against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity and affirmative action.

**Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modifications require mutual agreement by both parties and may be amended only by a written amendment executed by both parties to the Agreement.

**Severability.** In the event that any clause, sub-clause, or other provision contained in this Agreement will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision will to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which will continue to be valid and enforceable to the fullest extent permitted by law.

**Material Fees.** When applicable, specific to the Continuing Education Department, if the Contractor's course includes material fees, the fees will be included in the registration fees and the Contractor will receive 100% of the material fees.

**Copyright Infringement.** If and when applicable, the Contractor understands, agrees, and hereby certifies that all written or recorded materials and any other works of authorship, prepared, produced, and/or presented for use under this Agreement will be wholly original to the Contractor, unless obtained from the public domain, under fair use doctrine, or pursuant to any other exceptions under copyright law. Enforcement of this clause will constitute a reasonable and diligent effort by the District to prevent plagiarism and copyright infringement. The Contractor will indemnify, defend, and hold harmless the District with respect to any allegations of plagiarism or copyright infringement that result from any actions of Contractor, whether known or unknown to the District.

**Contractor agrees to perform the services described in this Agreement for the payment indicated within the specifications, terms, and conditions and is legally authorized to enter into this Agreement.**

**Contractor signature:**

**District signature:**

\_\_\_\_\_  
**Printed name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Company:** \_\_\_\_\_

\_\_\_\_\_  
**Beth Gomez**  
Vice President of Business Services  
Mt. San Jacinto Community College

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

Mt. San Jacinto Community College District

Project Name: **RFP NO. 2021-016, Campus Snack & Food Vending Services - Districtwide**

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 of 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 of 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 Mt. San Jacinto 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

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE  
CAMPUS POLICY**

**Mt. San Jacinto Community College District**

Project Name: **RFP NO. 2021-016, Campus Snack & Food Vending Services - Districtwide**

The Contractor agrees that it will abide by and implement the Mt. San Jacinto Community College’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to District property at all times.

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date