

Kern Community College District

REQUEST FOR PROPOSALS

Exclusive Beverage Contract RFP NUMBER: KCCD-2024-001

RETURN BID NO LATER THAN:

CLOSING DATE: October 15, 2024

CLOSING TIME: 11:00 A.M.

EMAIL BID TO:

Activation Systems

Robert Howell, Vice President

Robert@activationsystems.net

864-293-2798

NOTE: FAXED and EMAILED RESPONSES TO THIS BID ARE NOT ACCEPTABLE

Kern Community College District (KCCD) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED BID RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

_____ NAME OF COMPANY	_____ MAILING ADDRESS
_____ (AREA CODE) PHONE NUMBER	_____ CITY STATE ZIP CODE
_____ FACSIMILE #	_____ FEDERAL ID. or SS # IF AVAILABLE

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE
(PRINT/TYPED)

******* BID MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID *******

SCOPE OF WORK

The Kern Community College District (“KCCD”) is herein soliciting sealed bids for an Exclusive Beverage Contract. The successful vendor will provide full service vending and direct delivery sales distribution services for carbonated beverages, non-carbonated beverages and paper goods for all Bakersfield College, Cerro Coso Community College and Porterville College locations. The successful bidder will provide all vending machines, fountain units, ice machine units and other accessory equipment that meets or exceeds the current level of service.

The successful vendor will have exclusive pouring rights for carbonated fountain syrup, carbonated and non-carbonated direct delivery sales, bottled water and carbonated and non-carbonated vending drinks. This RFP and the resultant contract do not include exclusive rights for coffee and tea products.

Statement of Work – Exclusive Beverage Contract

Proposal Funding Requirements (Forms for submission are attached to this RFP)

Proposal requested for each component below:

1. One-time Upfront Payment
2. Annual Payment
3. Nets Per Case
4. Quarterly rebate per case by package (*enter on attached spreadsheet*)
5. Full Service Commission CSD percent, Non- Carb percent

Instructions:

1. Submit proposal for Upfront Payment, Annual Payment and Full Service Commission % on attached form.
2. Submit proposal for nets by category, by package and rebates per package on attached spreadsheet. For any products not on attached list, add into blank lines with complete information filled out.
3. Submit proposed vend prices for each product you are offering, if different from current vend price.
4. Submit draft copy of proposed legal agreement between Kern Community College District and beverage supplier, including standard terms attached as part of RFP.

Assumptions:

1. Include proposed nets for all categories and packages you propose to sell. If you desire to sell brewed /liquid coffee and brewed / liquid tea to the district, please include as a separate proposal to be considered.
2. All packages proposed must have a rebate submitted. Rebates will be paid quarterly.
3. Freestyle or Similar type equipment proposed must have syrup cost and rebate submitted on attached package/net/rebate form, along with any proposed lease payment associated.
4. Vending:
 - a) 20oz – vend rates to be at current rate with proposals allowed an increase, market permitted, at 3-year intervals during term of agreement.
 - b) 12oz can – vend rates to be at current rate with proposals allowed an increase, market permitted, at 3-year intervals during term of agreement.
 - c) NCB – vend rates to be at current rate with proposals allowed an increase, market permitted, at 3-year intervals during term of agreement.
 - d) Should the district agree to an increase in the vend rate beyond the current vend rate within the first 3 years, the district would retain at least 75% of the increase in vend rate, in addition to the proposed commission rate.

Current Volume & Equipment

See attached form RFP submission form for current 12-month volume.

Equipment:

1. Partial equipment list attached. Full equipment list not available. Appointment may be scheduled with Food and Beverage Director to survey facilities. If desired, please request appointment date and time with Activation Systems.
2. Equipment will be expected to be new or in like new condition with latest technology, including vending with card reader acceptable for high traffic.
3. Bottler will be expected to furnish, at no cost to KCCD, all vending, cooler, ice making, ice dispensing (at least 3 ice dispensing spigots), and fountain equipment.

Assumptions and Agreements

1. Kern Community College District reserves the right to reject any proposal for any reason. Both parties will agree the Beverage contract for signature when the proposal negotiations are completed and schedule for awarding a contract is determined.
2. Should Kern Community College District add additional locations in the future, all financial components of proposal (upfront payment, annual payment, pricing, rebates, and commissions) should be offered to new locations (pro-rated based on expected volume and number of years remaining on contract).
3. Proposed contract should include language to address termination at convenience by Kern Community College District.

Projected Timeline

RFP Release Date	September 6, 2024
First week Advertisement of RFP	September 6, 2024
Second week Advertisement of RFP	September 13, 2024
Deadline to request dates and times for facility site visit if desired	September 17, 2024
Facility site visits if desired	TBD
Deadline for questions (submit to Activation Systems)	September 27, 2024
Answers provided to questions	October 1, 2024
Final proposals submitted	October 15, 2024
Proposal presentations	October 2024
Proposal revisions as needed	October 2024
Bid Award Date (tentative)	November 14, 2024
Transition Date	January 1, 2025

Exclusive Beverage Contract

KCCD PROFILE

Kern Community College District (KCCD) services communities over 24,800 square miles in parts of Kern, Tulare, Inyo, Mono and San Bernardino counties through the programs of Bakersfield College, Cerro Coso Community College and Porterville College.

KCCD is geographically one of the largest community college districts in the United States, serving 59,000 students. Our students represent a diversity of religions, economic backgrounds, sexual orientations, abilities and ethnicities.

While the Kern Community College District was established as a separate entity in 1968 to respond to the changing needs of our communities, education services have been provided to residents for many years at Bakersfield College since 1913; at Porterville College since 1927; and in the Ridgecrest area since 1951 by what is now Cerro Coso Community College. All three colleges are proud members of the California Community College System and are accredited by the Western Association of Schools and Colleges.

Today, education centers and sites in Delano, downtown Bakersfield, the Mammoth/Bishop area, Edwards Air Force, and the Kern River Valley offer additional convenient, localized instruction for thousands of residents. KCCD's commitment to distance learning and other technological advances is creating increasing opportunities for education through the internet, satellite, and cable television to individuals across our broad service area and beyond.

Bakersfield College

Bakersfield College was founded in 1913 by the Kern Union High School Board of Trustees with a first-year enrollment of 13 students. Bakersfield College spent its first 43 years on the Bakersfield High School campus, steadily growing in enrollment and stature. College operations were transferred to the present 153- acre main campus on Panorama Drive in 1956 with 1400 students and 89 faculty members. Bakersfield College is located 118 miles north of Los Angeles and 111 miles south of Fresno, in the Southern San Joaquin Valley of Central California. Bakersfield College is one of 116 colleges in the California Community Colleges system.

Porterville College

Porterville College is located in Porterville, California, and serves students and communities in the central valley.

Porterville is within three hours commuting time to the seashores of the Pacific, the metropolitan Los Angeles area, and the San Francisco Bay Area.

The population of the Porterville urban area is approximately 54,000 persons and that of the surrounding service area is 110,000 persons. Porterville provides a quality of life that includes inexpensive housing, outdoor recreation, excellent elementary and secondary schools, and friendly neighbors.

Porterville serves as a gateway to a vast mountain wonderland and recreational area of the Sequoia and Kings Canyon National Parks. The high alpine wilderness is home to awe-inspiring giant sequoias, immense mountains, deep canyons and over 200 caverns.

Cerro Coso Community College

Cerro Coso Community College is one of three colleges in the Kern Community College District. The College is charged with the responsibility of providing educational opportunities for the widely separated desert, mountain, and valley communities within a sweeping 18,000 square mile, four county, region of eastern California.

Cerro Coso's service area includes a population base of just over 85,000 individuals. The College officially opened in the fall of 1973, and within the year began expanding its service area to include the present region.

Cerro Coso, as an institution, has a long history of valuing students as individuals with unique capabilities and needs and a teaching-learning process that motivates students towards excellence.

General Conditions

1. **INSTRUCTIONS:**

1. Bids shall be publicly opened at the stated date and time as indicated in the Request for Proposal.
2. Sealed bids shall be emailed to Activation Systems as noted in this Request for Proposal.
 - a. Bids shall be submitted no later than the stated date and time as indicated in the Request for Proposal to the place and in the manner as described and on the date indicated by the Request for Proposal. Bids received after this time are considered late bids. Late bids **shall not** be considered, unless improper handling caused the delay.
 - b. KCCD or Activation Systems **shall not** accept responsibility for unidentified bids.
 - c. All prices and quotations shall remain firm for not less than one hundred eighty (180) days from the date of the Bid. Addendums issued changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendor shall sign and date any Addendum Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
 - d. All proposals received by KCCD and Activation Systems will be considered a "Public Record" as defined in California Government Code section 6252 and shall be open to public inspection, except to the extent of the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. KCCD and Activation Systems will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and KCCD and Activation Systems shall in no way be liable or responsible for any such disclosure. Vendors are advised that KCCD and Activation Systems does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless absolutely necessary. No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.
3. **PROPRIETARY INFORMATION:** Proposers shall visibly mark as "**CONFIDENTIAL**" each part of their Bid which they consider proprietary information. Price and funding components may not be considered confidential proprietary information.
4. **AMBIGUOUS BIDS:** Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. **CONVENANT AGAINST CONTINGENT FEES:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Kern Community College District shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. **PROPOSER'S QUALIFICATIONS:** Bids shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of KCCD are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
7. **ACKNOWLEDGMENT OF AMENDMENTS TO REQUESTS FOR BIDS:**
 - a. Proposers shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram.
 - b. Kern Community College District must receive the acknowledgment by the time, date and at the place specified for receipt of bids.
8. **AFFIRMATIVE ACTION:** The successful Proposer will take affirmative action in complying with all Federal and State

requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.

9. **AWARDING POLICY:** KCCD reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever KCCD determines to be most advantageous. Therefore, individual prices per item must be indicated on the Bid form. Proposers are encouraged to offer discounts for consideration of consolidated award. Furthermore, KCCD, in determining the lowest responsible Proposer on each of the items shall consider, in addition to the Bid price, conformity to specifications, delivery, KCCD’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. KCCD reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Director of Purchasing shall award bids in accordance with the KCCD’s Procurement Code.

10. **WITHDRAWAL OF BIDS:** Any Proposer may withdraw his Bid prior to the closing time scheduled for the receipt of bids. No Bid shall be withdrawn for a period of one hundred eighty (180) days after the scheduled closing time for the receipt of bids. KCCD reserves the right to award the contracts for a period of one hundred eighty (180) days.
11. **SUBMISSION OF DATA:** Each Proposer, upon request, shall submit evidence of liability insurance, Workmen’s Compensations (if required), and other data regarding experience relating to this Bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Bid requirements. The successful vendor must furnish a statement of Workers’ Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Kern Community College District.

Prior to the commencement of work hereunder, successful contractor shall furnish to KCCD, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of KCCD in such insurance shall not be effective without 10 days advance written notice to KCCD. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

12. **ACCIDENTS:** The vendor shall hold KCCD harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against KCCD or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, KCCD reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
13. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Bid and signing the Bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Bid submitted complies with all applicable federal and state laws and regulations.
14. **PROPOSERS RESPONSIBILITY:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Bid. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this Bid or contract.
15. **FAILURE TO SUBMIT BID:** If a recipient does not submit a Bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they may be removed from the applicable vendor list.

16. EXAMINATION OF RECORDS:

- a. KCCD shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- b. The contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Director of Purchasing of Kern Community College District or his/her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

17. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

18. **SAMPLES:** Proposers may be requested to submit samples of all articles required. Samples submitted by the successful Proposers shall remain in custody of KCCD until all units purchased under the various contracts have been delivered and accepted. KCCD reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Bid, it is to be understood that whatever is submitted with the Bid in compliance with that requirement, will represent what the Proposer actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

19. **PACKAGING AND DELIVERY:** All Shipments shall be FOB to KCCD locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.

20. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, KCCD reserves the right to select the items which, in the judgment of KCCD, are best suited to the needs of KCCD, based on price, quality, service, availability and other relative factors. Proposers must indicate brand name, model, model number, size, type, weight, color, etc. of the item Bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Proposer desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable KCCD to compare the material specified; and, such material will be given due consideration. KCCD reserves the right to insist upon and receive the items as specified, if submitted items do not meet KCCD's standards for acceptance.

21. **PATENTS:** The vendor shall hold KCCD, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Bid.

22. **INSTALLATION:** Where equipment is called for to be installed under this Bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by KCCD. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. KCCD will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

23. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by KCCD, process at his/her own expense, to repair or replace the same.

24. **VENDOR INVOICING:**

- Invoices will be paid between fourteen and twenty-one days upon receipt and approval of invoices submitted to the Food Service Department. All invoices must be directed to the attention of Mike Giacomini, Vice President Finance & Administrative Services, Bakersfield College, 1801 Panorama Drive, Bakersfield, California 93305; Lisa Couch, Vice President of Finance & Administrative Services, Cerro Coso Community College, 3000 College Heights Blvd, Ridgecrest, California 93555 and Arlitha Harmon, Vice President of Finance & Administrative Services, Porterville College, 100 East College Avenue, Porterville, CA 93257.
- A full description usage report must be supplied at the request of the Food Services Department or Authorized Designee.
- At no time shall prices exceed the prices established in the vendor proposal and resultant contract.
- The vendor shall certify on all invoices, in duplicate, that there has not been a decrease in the prices shown thereon since the award of the contract; or should there be such a decline in prices, the vendor shall certify on said invoices and shall charge for deliveries made since the price decline at the decreased prices.

25. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her Bid delivery dates for each item as requested, and shall furnish all items in accordance with the Bid solicitation unless an extension was granted by KCCD in writing.

26. **SERVICE FACILITIES:** In considering the equipment Bid upon, KCCD shall take into consideration past performances of existing installations, service and maintenance facilities provided by the Proposer. The Proposer shall have available a local service organization that is trained in the proper servicing of equipment.

27. **PUBLIC AGENCY CLAUSE:** Public agencies are authorized by law to purchase off of a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the KCCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be "piggybackable" by other agencies in the state, if the awarded vendor agrees. KCCD waives any right to receive payment from other California agencies making purchases off the awarded contract. KCCD shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor, and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a "piggyback."

28. **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

29. **ASSIGNMENT:** No Contract may be assigned, sublet, or transferred without a written consent of the Chief Financial Officer.

30. **SPECIFICATIONS:** Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful Proposer shall be held responsible thereof. Deviations must be explained in detail on separate sheets and be attached to the submitted Bid.

31. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**

- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the KCCD representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, KCCD representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
32. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Director of Purchasing, providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of KCCD without the required thirty (30) day advance notice, then KCCD shall negotiate reasonable termination costs, if applicable. This does not apply in the case of non-appropriation.
 - b. **Termination for Cause:** Termination by KCCD for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in the Bid shall apply.
33. **DEFAULT:** In the event the successful contractor defaults on any part or his entire Bid, KCCD reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent bids of the defaulting contractor shall be considered unless assessed charge has been satisfied.
34. **CIVIL RIGHTS LAW AND AMERICANS WITH DISABILITIES ACT:** The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him. The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. Vendors must complete the Certification of Non-Discrimination for this RFP.
35. **WORK HOURS AND SAFETY STANDARDS ACT:** In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5).
36. **CONFLICT OF INTEREST:** Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this bid.
37. **FEDERAL DEBARMENT STATUS:** Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid with federal funds, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply. For further information regarding 7 CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.htm1>.

38. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a Bid, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
39. **SUBSTANCE FREE ENVIRONMENT:** The uses of tobacco, drugs, or alcohol is prohibited in all KCCD buildings, vehicles, and on the grounds of all KCCD facilities.
40. **SEVERABILITY:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.
41. **CERTIFICATION & COMPLIANCE:** The undersigned agrees to furnish the commodity and/or services stipulated in the attached invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified. A signed purchase order furnished to the successful bidder results in a binding contract without further action by either party.
42. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.
43. **INSURANCE REQUIREMENTS:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:
- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
 - (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
 - (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
 - (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

SPECIAL INSTRUCTIONS

DEFINITIONS

KCCD – Refers to Kern Community College District.

You/Your/Vendor/Bidder/Proposer/Contractor – Refers to all recipients of this Invitation.

RFP/Bid - Refers to the entire process and includes the invitation, special provisions, specifications and/or requirements.

REQUESTS FOR CLARIFICATION

From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with KCCD to the email address named below**. Any attempt to circumvent the RFP process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be in writing **VIA EMAIL**, to RFP KCCD-2024-001 (robert@activationssystems.net).

Questions will be answered by issue of Addendum sent out to the entire list of potential Offerors that have requested a copy of the RFP from KCCD. Any interpretation, clarification, or correction in the language of the RFP will be made by release of an ADDENDUM in this fashion. It will be the responsibility of all respondents to contact KCCD prior to submitting a response to this RFP to ascertain whether Addenda have been issued.

INSTRUCTIONS

Bids received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

KCCD reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by KCCD to accept any item or groups of items in the bid, as may be in the best interest of the KCCD.

PREPARATION OF BIDS

If erasures or other changes appear on the bid forms, each erasure or change should be initialed by the person signing the bid. Any documents intended to supplement or deviate from the express requirements of this bid solicitation may result in a rejection of that bid.

SPECIAL TERMS & CONDITIONS

All supplies or equipment offered to the KCCD must be new.

KCCD reserves the right to award each site to a single or multiple vendors.

KCCD requires that the bid response separate all equipment costs from labor costs.

KCCD reserves the right to purchase equipment from one vendor and installation from a different vendor.

KCCD reserves the right to purchase products from a different vendor for outlying campus locations with low student populations, or in cases where the vendor does not adequately service a particular area.

Bids will be considered as specified herein or attached hereto under the terms and conditions of this bid.

Bid must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the bid.

Bid submitted must contain the initial page of this RFP signed by the offeror.

Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

Bid as Offer to Contract: By submitting your bid, you are offering to enter into a contract with KCCD. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with the entity identified as the Offeror on the first page.

Bids submitted in English and Dollars: Bids submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted in the solicitation.

Public Opening: Prices Not Divulged – In competitive sealed bids, prices will not be divulged at the opening. Bids will be publicly opened at the date/time and at the physical address identified on the cover page, or last amendment, whichever is applicable.

Rejection/Cancellation: KCCD reserves the right to cancel or reject any bid in whole or in part.

Preparation of Bid:

- All bids should be complete and carefully worded and must convey all of the information requested by KCCD. If significant errors are found in the offeror's bid, or if the bid fails to conform to the essential requirements of the RFP, KCCD will be the judge as to whether that variance is significant enough to reject the bid.
- Bids should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- The bid and any accompanying documentation should be bound in a single binder where practical.
- If your bid includes any comment over and above the specific information requested in our Request for Bid, you are to include this information as a separate appendix to your bid.

Discussions/Negotiations: By submission of a bid, the offeror agrees that their bid is based on the written specifications, terms and conditions and any written amendments issued by Activation Systems. The offeror agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party at KCCD and will limit all correspondence to that sent to robert@activationssystems.net. The offeror will not discuss or attempt to negotiate with KCCD any aspects of the procurement without prior approval of the Activation Systems. An offer or may have their

Exclusive Beverage Contract

bid rejected if they violate this condition. After opening, Activation Systems may, in their sole discretion, initiate discussions with you to discuss your offeror.

Evaluation documents predecisional in nature such as KCCD memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate KCCD memoranda reflecting the predecisional deliberations.

Note: Marking your entire bid confidential/proprietary is not in conformance with the Freedom of Information Act.

Discussions with Responsive Offerors: Discussions may be conducted with responsive offerors who submit bids for the purpose of clarification to assure full understanding of the requirements of the RFP. All offerors, whose bids, in the KCCD's sole judgment, needing clarification shall be accorded such an opportunity.

Price Adjustment: Prices shall remain firm for the life of the contract with the exception of a three percent cost of goods increase each year of the contract.

Product Information

Vendor shall include its latest manual and/or specifications for the proposed software.

Warranty

Manufacturer's standard warranty will be required in writing with delivery of goods and services.

CONTRACT TERM/OPTION TO EXTEND

KCCD reserves the right to award a single or multiple contracts as deemed in the best interest of KCCD.

Contract Period: The resultant contract is intended to be in effect for a term of three (3) years, beginning January 1, 2025 and ending December 31, 2028 with two (2) one (1) year options to renew under the same terms and conditions, beginning on January 1, 2029, subject to the Board of Trustees approval. All quantities specified in this RFP are approximations. No guarantee is made as to the exact quantities that will be purchased or that any quantity of any item will be ordered.

EVALUATION OF BIDS

Evaluation of Bids

Contract awards will be made to the Vendor whose proposal provides the greatest value, in terms of suitability to purpose, quality of goods and services, experience, price, and ability to deliver.

KCCD invites vendors to include in their proposal other contributions beyond those requested in this bid. These may include services, programs, and various forms of payment or contribution of funds by the vendor, both for specific uses and for the unrestricted use by the District. However the vendor should note that any additional contributions would not be included in the evaluation of their bid proposal.

It is the intention of KCCD to award this bid all or nothing to a single vendor. The vendor must respond and provide prices for all items named in this RFP.

After determining the three lowest priced proposals, proposals of the three low bidders will be evaluated as follows in order to select the Successful Vendor:

- Overall Pricing/Funding Components 60%**
- Provided Services 30%**
- References 10%**

The pricing component of the selection criteria will be based on the proposed product unit costs.

INSURANCE

Permits and Responsibilities:

Contractors shall, without additional expense to KCCD, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, state or local laws, codes and regulations in connection with the execution of the work. The contractors shall be responsible for all damages to persons or property that occur as a result of his fault or negligence.

Insurance:

The contractor shall provide and maintain during the entire period of performance under this contract as mentioned on page 10.

Prior to the commencement of work, contractors must furnish to the KCCD, a Certificate of Insurance Coverage showing KCCD as a loss payee. No insurance will be acceptable unless written by a company licensed by the State Insurance Department to do business in the state of California where the work is to be performed at the time the policy is issued and the company must be acceptable to KCCD.

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California such insurance as will protect the contractor from the types of claims set forth below which may arise out of our result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of the, or by any one for whose acts any of them may be liable:

Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment.

Required Documentation. (a) Prior to commencement of the work, contractor shall provide to KCCD assigned, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name KCCD as the certificate holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to KCCD a written endorsement to the contractor's general liability insurance policy that (i) names KCCD (ii) provides no material alterations, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless KCCD has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of KCCD as secondary and noncontributory. (c) Certificate of Insurance must be received directly from the insurance agent or the insurance company.

Contractor shall provide a minimum of thirty (30) days written notice of any proposed reduction of coverage or limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. KCCD's failure to demand either a certificate of insurance required by this paragraph is not waiver of contractor's obligations to obtain the required insurance.

EQUIPMENT LIST

The following list includes an inventory by KCCD employees of the current equipment within the facilities. Bidding suppliers are responsible for confirming the accuracy equipment list.

BAKERSFIELD COLLEGE LOCATIONS AND TYPE OF VENDING

Locations	PowerAde	Bottled Water	20 oz. Soda Bottles - Machines	Non-Carbonated	12 oz. Soda Cans
Business Office/Bookstore			1 – Combo		
Administration Building				1 20 oz Combo	
Business Building			1		
Humanities	1	1	2		1
Music			1	1	
Fine Arts (Outside)			1	1	
Industrial Technology			1		
Agriculture Department					1
Campus Center			1	1	1
Science and Engineering (Outside)			1	1	
Physical Education Dept.	1	1	1	1 - Combo	
Field House			1	1 – Combo	
Baseball Field			1	1 - Combo	
Weill Institute			2 - Combo	2 - Combo	
Breezeway (Outside)			1 - Combo		
Security			1 – Combo		
BC Southwest Campus			1- Combo Beverage		
Delano Center * <i>*Commission goes directly to Delano Center</i>		1	1	1 - Combo	

EQUIPMENT LIST (CONTINUED)

The following list includes an inventory by KCCD employees of the current equipment within the facilities. Bidding suppliers are responsible for confirming the accuracy equipment list.

CERRO COSO COMMUNITY COLLEGE LOCATIONS AND TYPE OF VENDING

Locations	Water	20 oz. Soda Bottles – Machines +	Non- Carbonated ++	12 oz. Soda Cans
IWV Campus		4 –COMBO	4 - COMBO	
Bishop Campus		1 - COMBO		
Kern Valley Campus		1 – COMBO		
Mammoth Campus		1 – COMBO		

+ The 20-oz Soda Bottle machines are a combination of soda, water, Gatorade, Rockstar, and juice. All of these have at least one soda in them.

++ The non-carbonated machines are a combination of juice, tea, water, Starbucks, and Gatorade. None of these have soda in them.

+++ For the Bishop, Mammoth, and Kern Valley campuses, KCCD just entered into agreement with the existing vending company vendors through December 2021. These agreements all indicate that the beverage product brand offerings will be in compliance with any existing agreements of the college.

EQUIPMENT LIST (CONTINUED)

The following list includes an inventory by KCCD employees of the current equipment within the facilities. Bidding suppliers are responsible for confirming the accuracy equipment list.

PORTERVILLE COLLEGE LOCATIONS AND TYPE OF VENDING

Locations	Water	20 oz. Soda Bottles – Machines +	Non- Carbonated ++	12 oz. Soda Cans
CT Building		1 - COMBO	1 - COMBO	
Library Outside		1 - COMBO		
LRC Outside			1 – COMBO	
FA Outside		1 – COMBO	1 – COMBO	
SCCR		1 – COMBO	1 – COMBO	
Fitness Center			1 – COMBO	
SM Outside		1 – COMBO		
AC Lobby			1 – COMBO	