Notice is hereby given that proposals will be accepted by Hartnell Community College District until 10:00 a.m., Pacific Time, on Monday, August 15, 2016 for Food and Snacks Vending Service.

Submit proposals electronically to:

Joseph Reyes  
Director of Facilities, Maintenance, Operations, and Asset Management  
jreyes@hartnell.edu  
411 Central Avenue  
Salinas, CA  93901  
Phone: (831) 755-6950

Hartnell Community College District reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.

Date: July 26, 2016
REQUEST FOR PROPOSAL
Food and Snacks Vending Service

I. INTRODUCTION
Hartnell Community College District invites proposals for Food and Snacks Vending Service at its Alisal Campus location. Proposals must be submitted in accordance with specifications and conditions contained herein. The District reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.

II. GENERAL INFORMATION
The Hartnell Community College District serves over 16,000 students annually through its Main Campus in Salinas, the Alisal Campus in East Salinas, the King City Education Center, and various outreach learning centers throughout the Salinas Valley. Hartnell College, a Hispanic Serving Institution, provides workforce training, basic skills courses, and prepares students for transfer to four-year colleges and universities. Hartnell College is recognized for its innovative public and private partnerships that support world class STEM education, career technical education, fine and performing arts, humanities, and athletics. We are proud to be the winners of the Innovation Award for CSin3 – a Computer Science degree in three years. We are growing leaders through opportunity, engagement, and achievement.

III. TERM OF CONTRACT
The contract shall be awarded for a three (3) year period, beginning September 1, 2016. Subject to a review by the District through its designated committee or staff, the Agreement may be extended by mutual agreement for two (2) additional, one (1) year periods. Terms and conditions of the extension shall be determined at the time the extensions are granted.

IV. SCOPE OF SERVICES
The District wishes to obtain from the successful bidder, hereinafter referred to as “Contractor,” Food and Snacks Vending Service that includes but is not limited to the elements outlined in VII.(c) and (d), below.

V. SUBMISSION OF PROPOSALS
The District invites all interested bidders to submit proposals in response to this RFP to provide the desired services as listed in Section IV, above. All proposals should include the following and any other documents in support of the proposals:

- Official registered name and address of the firm
- Names of the principals of the firm
- Brief history of the firm
- Potential benefits to the District
- Respective roles of District and Contractor in operations

VI. BASIS OF AWARD
The contract shall be awarded on the basis of the Food and Snacks Vending Service most advantageous to the District considering, but not limited to factors such as:
• Description of services
• Pricing structure
• Experience and reputation
• Comprehensiveness of proposal

VII. QUALIFYING SPECIFICATIONS

(a) Company Identification
Complete legal business name, address, telephone number, and name(s) of officer(s) authorized to act for the company or corporation must be provided. The proposal must be executed by a fully authorized official.

(b) References
• Provide a list of businesses being served for at least the last three (3) years
• Provide a list of businesses that have terminated services in the last three (3) years together with reasons for termination

(c) Services To Be Provided
The successful Contractor will provide Food and Snacks Vending Service. The proposal should include the following:

1. Provide Vending Machine (2 units)
2. Stock food and snacks
3. Provide Maintenance
4. Vending Machine to have credit card readers

Hartnell College will conduct regular inspections during the length of the contract to ensure good quality of work is being completed to the satisfaction of Hartnell College.

VIII. NONDISCRIMINATORY EMPLOYMENT PRACTICES

It is the policy of the Hartnell Community College District that no person shall be discriminated against in any employment procedure on the basis of race, color, national origin, ancestry, religion, sex, sexual orientation, age, marital status, status as a Vietnam-era veteran, or disability.

This policy is in compliance with the United States Civil Rights Act of 1964, as amended; Title IX of the Higher Education Amendments of 1972; the California Fair Employment and Housing Act of 1959, as amended; and the Age Discrimination in Employment Act of 1963, as amended. The District will make reasonable accommodations for the handicapped as required by Section 504 of the Rehabilitation Act of 1973 and by the Americans with Disabilities Act of 1990 (ADA).

It is the policy of the Hartnell Community College District to establish and maintain equal opportunity in employment for all persons and to prohibit discrimination based on race, sex, sexual orientation, color, religion, age, disability, marital status, status as a Vietnam-era veteran, ancestry, or national origin in every aspect of personnel policy and practice in employment, development, advancement, and treatment of persons employed.
To violate this Agreement would constitute cause by which the contract could be immediately terminated by the District.

IX. PUBLIC LIABILITY AND DAMAGE INSURANCES

Throughout the term of this Agreement and any extension thereof, Contractor, at Contractor’s expense shall maintain an insurance policy issued by an insurance company satisfactory to and in a form approved by the Chief Business Officer, Hartnell Community College District. Said insurance company shall have a policyholder’s surplus of at least ten (10) times the amount of the liability coverage under said policy. Said policy shall afford liability insurance coverage of Contractor’s operations, including but not limited to, premises, products, and personal injuries. Said policy shall be expanded to include contractual liability assumed under the Agreement with respect to bodily injuries, personal injuries, and property damage. Policy shall include the Hartnell Community College District, its Board of Trustees, officers, employees, and agents as additional insured and shall stipulate that no other insurance affected by District will be called on to contribute to a loss covered thereunder. Said policy shall cover loss or liability for damages for bodily injury, personal injury, death, or property damage for a single limit of not less than One Million Dollars ($1,000,000) applying to bodily injuries, personal injuries, and damages in any one occurrence.

Policy shall provide that written notice of cancellation or of any material change therein, shall be delivered to the Vice President of Administrative Services, Hartnell Community College District, 411 Central Avenue, Salinas, CA 93901, by the issuing company within thirty (30) days in advance of the effective date thereof. Contractor shall increase the aforesaid limit upon the written demand of the Chief Business Officer of the District provided that such increase is found reasonable and necessary by the District.

A certificate of insurance showing the required coverage and the endorsement of additional insured shall be delivered to the District prior to the Contractor’s commencing service of this Agreement. On the renewal anniversary of said policy, if the term of the Agreement has been extended, District will accept a certificate of insurance from the insurance company indicating that the policy has been renewed without change.

X. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the District, its Board of Trustees, officers, employees, and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor’s performance of this Contract, including but not limited to the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on District, its Board of Trustees, officers, employees, and/or agents except to the extent that such claim, loss, damage, injury, or liability is the result of the sole negligence or sole willful misconduct of District, its Board of Trustees, officers, employees, and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its Board of Trustee, officers, employees, and agents from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.
XI. AGREEMENT

It is understood and agreed that if written notice of the acceptance of this proposal is delivered to the undersigned after the opening and within the time this proposal is required to remain open, or at any time thereafter, the Contractor will execute and deliver to the District a signed Agreement in duplicate which is to be provided by the District and that the contract shall commence by the Contractor on the date stated in the Agreement.

(a) Default and Termination
   Either party shall have the right to immediately terminate the Agreement prior to expiration upon a material breach of the terms or conditions as specified if not cured within thirty (30) days after written notice of the breach to the breaching party and shall be determined a material default. The rights of termination are not exclusive and are in addition to any other rights available to either party in law or equity.

(b) Confidentiality
   Except as may otherwise be required by law or legal process, neither this proposal nor the final Agreement terms and conditions shall be disclosed to any third party.

(c) Assignment
   Neither the successful Contractor nor the District will assign, subcontract, or transfer any of its rights or obligations under the Agreement to a third party without prior written consent of the other party.

(d) Insurance
   The successful Contractor shall maintain Workers’ Compensation self-insurance in compliance with the provision of the Labor Code of the State of California and during the full term of the Agreement, will continue to provide Workers’ Compensation insurance for all their employees.

(e) Hold Harmless
   District agrees to defend, indemnify, and hold harmless Contractor, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.
   
   The successful Contractor agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney’s fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Contractor in the performance of this Agreement.

(f) Entire Agreement
   The Agreement entered into by the successful Contractor and the District shall contain the entire understanding and agreement between the two parties and supersedes all other Agreements between the parties respecting such.
(g) **Amendment**

Any Amendment to the Agreement entered into by the Contractor and the District shall be in writing only and signed by both parties.

**XII. BIDDER AS INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, District shall not be responsible for payment of unemployment insurance, workers’ compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor’s sub-contractors.

**XIII. ASSIGNMENT**

This Contract or any interest therein may not be assigned without prior approval of the District.

**XIV. GOVERNING LAW**

Any Agreement or Contract between the District and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said Agreement or Contract shall be in Monterey County, California.

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**Hartnell College Mission**

*Focusing on the needs of the Salinas Valley, Hartnell College provides educational opportunities for students to reach academic goals in an environment committed to student learning, achievement and success.*

**Hartnell College Vision**

*Hartnell College will be nationally recognized for the success of our students by developing leaders who will contribute to the social, cultural, and economic vitality of our region and the global community.*