



**RFP #ICCD1007-2022
BEVERAGE PRODUCT PARTNERSHIP
IMPERIAL COMMUNITY COLLEGE DISTRICT**

RFP DUE DATE

May 27, 2022 @ 4:00 p.m.

**LATEST DATE/TIME FOR SUBMITTING
REQUEST FOR CLARIFICATION**

May 6, 2022 @ 4:00 p.m.

RESPONSE TO QUESTIONS (CLARIFICATION)

May 13, 2022 @ 4:00 p.m.

For clarification, visit [Imperial Valley College RFP Website](https://www.imperial.edu/about/request-for-proposals/)
<https://www.imperial.edu/about/request-for-proposals/>

PRE-BID MANDATORY CONFERENCE

April 29, 2022 @ 3:00 p.m.

Imperial Valley College

Building 10

380 East Aten Road

Imperial, CA 92251

TABLE OF CONTENTS

<u>Request for Proposals</u>	
Attachment 1	Campus Map
Attachment 2	Beverage Product Agreement
Attachment 3	Company Information and Questionnaire
Attachment 4	Proposal
Attachment 5	Non-Collusion Affidavit Certificate
Attachment 6	Insurance Affidavit Certificate
Attachment 7	Equal Opportunity – Affirmative Action Statement
Attachment 8	Workers’ Compensation Insurance Certificate

NOTICE INVITING PROPOSALS FOR BEVERAGE PRODUCTS PARTNERSHIP

The Imperial Community College District (“District”) requests proposals to provide beverage product services at the District’s Imperial Valley College campus in accordance with the requirements set forth in the (RFP) Request For Proposals:

**RFP #ICCD1007-2022
Beverage Product Partnership
Imperial Community College District**

Proposals shall be responsive to the requirements described in the RFP. The RFP may be obtained without cost at: <https://www.imperial.edu/about/request-for-proposals/>

or by contacting Mr. Cesar L. Vega, the District’s Vice President for Administrative Services at (760) 355-6448.

Sealed proposals will be received at the office of the District’s Vice President for Administrative Services, Imperial Valley College, 380 E. Aten Road (Building 10), Imperial, California, 92251, no later than **May 27, 2022 @ 4:00 p.m.** Any proposal submitted thereafter will not be considered and will be returned unopened.

Proposals submitted in response to the RFP shall not be withdrawn for ninety (90) days after the latest date for submitting RFP Responses.

The District reserves the right to waive minor irregularities or informalities in the Proposals submitted. Award of the Beverage product services Agreement will be by action of the District’s Board of Trustees.

Advertisement Dates: April 11, 2022 – April 18, 2022

BOARD OF TRUSTEES

IMPERIAL COMMUNITY COLLEGE DISTRICT

By: Cesar L. Vega
Vice President for Administrative Services

Contacts/Project Identification

District: Imperial Community College District
380 E. Aten Road,
Imperial, California 92251

District Representative Cesar L. Vega
Vice President for Administrative Services
380 E. Aten Road
Imperial, California 92251

Contract Administrator Cesar L. Vega
Vice President for Administrative Services
cesar.vega@imperial.edu

Site Location Imperial Valley College
380 E. Aten Road,
Building 600 Campus
Imperial, CA 92251

**RFP #ICCD1007-2002
Beverage Product Services
Imperial Community College District**

1. INTRODUCTION

- 1.1. The District. The District is a California public community college district serving the Imperial Valley and adjacent areas by providing higher education services at Imperial Valley College (IVC) and other District owned or managed facilities. IVC is one of 116 community colleges forming a part of the California Community College system. More than 7,261 full and part-time students are enrolled in day and evening classes each semester. The regular academic calendar runs approximately from the second week in August through the first week of June end of May. Summer session classes are offered Mondays through Thursdays and run from the middle of June through the end of July. Beverage service is also provided for the summer school program. There are no residence halls on the IVC campus. IVC employs 301 full-time faculty and staff and 226 part-time employees
- 1.2. IVC Student Demographics. Demographics of students enrolled at IVC generally reflect the general population of Imperial County, as summarized below.

Gender		
Male	Female	Not Reported
2,917 (40%)	4,156 (57%)	188 (3%)
Age		
Under 20	20-30	30+
2,656 (37%)	3,145 (43%)	1,460 (20%)
Ethnicity		
African American		1.3%0.0551
American Indian/Alaska Native		0.1%0.6748
Asian		0.7%0.9503
Hispanic		92.4%92.3977
Native Hawaiian or Other Pacific Islander		0.0%0.0275
Two or More Races		0.8%1.0329
Unknown		1.3%0.7575
White		3.4%4.1041
Enrollment		
FT Students (9 – 12 or more units)		4,170 (57.4%)
PT Students (0.1 – 8.9 units)		3,091 (42.6%)
Spring 2021 Total Enrollment		6,862

2. BEVERAGE PRODUCT SERVICES OVERVIEW

- 2.1. Definition of Terms. The designation of **District** refers to the Imperial Community College District. The term **Contractor** refers to companies or vendors that qualify as a licensed beverage service providers in the State of California, which chooses to submit proposals in response to this RFP. The terms “**contract and/or agreement**” shall be used interchangeably within this RFP.
- 2.2. District Objectives. The District seeks proposals from experienced and qualified beverage service vendors (“Contractors”) who will have exclusive use of your product, as defined in this document, on the Imperial Valley College Campus for a period of five (5) years beginning, at the DISTRICT’s discretion, on August 1, 2022.
- 2.3. IVC Campus. Notwithstanding the Contractor’s right to use the campus for providing beverage product services, under the terms of the beverage service agreement, the Contractor is responsible for the loss, theft, damage, vandalism, or destruction of its equipment and/or property.

- 2.4. Other Exclusions. The beverage service agreement does not include the right for Contractor to use any District-owned furniture, fixtures, and equipment.
- 2.5. Contractor Completion of Beverage Product Services. The Contractor will be required to provide all other labor, equipment, furnishings, beverages, and staff to provide beverage service and perform the Contractor’s obligations under the beverage product services agreement.
- 2.6. Beverage Product Services Agreement. This overview is general in nature. The Contractor’s specific responsibilities for providing beverage services are set forth in the beverage product services Agreement incorporated into this RFP as Attachment 2.

3. RFP RESPONSE SUBMITTAL GUIDELINES

- 3.1. RFP Communications. Communications from Respondents to the District relating to this RFP shall be submitted only to the District’s Contract Administrator. Respondents shall not directly or indirectly communicate with any of the following relating to this RFP: (i) District employees; (ii) any member of the District Board of Trustees; or (iii) any agent, representative of the District or independent contractor to the District. The RFP Response of a Respondent who communicates with any of the foregoing relating to this RFP will be rejected for non-responsiveness.
- 3.2. Mandatory Pre-Proposal Conference; Respondents List. The District will conduct the Mandatory Pre-Proposal Conference at the date, time and location set forth in the RFP. The Mandatory Pre-Proposal Conference must be attended by an executive or principal of the Respondent. Respondents attending the Mandatory Pre-Proposal Conference will be identified in the Respondents List. ***A Response to this RFP submitted by a Respondent who is not on the Respondents List will be rejected for non-responsiveness.***
- 3.3. District Modifications to RFP; RFP Addenda. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing in the form of an Addendum to this RFP. Addenda will be distributed by the District to Respondents on the Respondents List. ***If the District issues any RFP Addenda, failure of a Respondent’s Proposal to acknowledge review of all RFP Addenda issued by the District will result in rejection of the Proposal for non-responsiveness.***
- 3.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 3.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosures of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action

or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 3.6. Errors/Discrepancies/Clarifications to RFP. If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify the District's Contract Administrator of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to the District's Contract Administrator. Responses of the District to any requested clarification will be a written addendum distributed. All requests for clarification of this RFP must be submitted and actually received by the District no later than the date/time indicated in this RFP; the District will not respond to clarification requests submitted thereafter.
- 3.7. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP shall be borne solely and exclusively by the Respondent.
- 3.8. Negotiations. The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its principals or others with full and complete authority to bind the Respondent.
- 3.9. Notice of Intent to Award Beverage Product Services Agreement. At least five (5) days prior to the date of the District's Board of Trustees meeting to consider award of the Beverage product services Agreement, the District will issue a Notice of Intent to Award the Beverage product services Agreement, identifying the Respondent to whom the District intends to award the beverage product services Agreement and the date/time/place of the District's Board of Trustees meeting at which award of the beverage product services Agreement will be considered.
- 3.10. Bid Protest. Any Respondent submitting a RFP Response to the District may file a protest of the District's intent to award the beverage product services Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice President for Administrative Services not more than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the Beverage product services Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President for Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's Vice President for Administrative Services or other individual designated by him/her shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's Vice President for Administrative Services is final and not subject to appeal to any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Vice President for Administrative Services (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relating to the bidding process, the District's intent to award the Beverage product services Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. In the event that any such legal or equitable proceedings are instituted and the

District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

- 3.11. Execution of Beverage Product Services Agreement. If the Board of Trustees awards the beverage product services Agreement, the Respondent awarded the beverage product services Agreement shall execute and return the executed beverage product services Agreement to the District within ten (10) working days after the Board of Trustees takes action approving award of contract. Notice of the Board of Trustees award of the beverage product services Agreement will be communicated via email. The Beverage product services Agreement shall be made in the form and content attached to this RFP, except for modifications thereto accepted by the District. If, the Respondent awarded the beverage product services Agreement fails to return the executed beverage product services Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, award of the beverage product services Agreement may be to another Respondent in the sole discretion of the District.

4. SUBMISSION OF RFP RESPONSES.

- 4.1. Sealed Proposal. All materials forming a part of a Respondent's Proposal shall be submitted in a sealed envelope with the exterior of the envelope prominently marked to identify this RFP and the name of the Respondent.
- 4.2. Latest Date/Time for Submission of RFP Response. The latest date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually received in the office of the District's Vice President for Administrative Services at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses.
- 4.3. Location for Submission of RFP Response. RFP Responses must be submitted to the office of the District's Vice President for Administrative Services. Respondents are advised that the District utilizes a central mailroom for receipt of items delivered by United States Postal Service and courier services (FedEx, DHL, etc.). RFP Responses delivered to the District's central mailroom are not deemed delivered to the District's Vice President for Administrative Services until delivery of a RFP Response by central mailroom personnel to the office of the District's Vice President for Administrative Services is effectuated. Accordingly, Respondents are encouraged to personally delivery RFP Responses directly to the office of the District's Vice President for Administrative Services or to retain a private service to personally deliver RFP Responses to the Office of the Vice President for Administrative Services. The address of the District's Vice President for Administrative Services is:

Imperial Valley College
380 E. Aten Road
Imperial, California 92251
Attn: Cesar L. Vega, Vice President of Administrative Services

4.4. RFP Response Contents/Format.

- 4.4.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12-point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent; however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond to the RFP Response Format described in Paragraph 4.4.4 below.

4.4.2. Additional Materials. Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4.4 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.4.4 below, the Respondent shall separately bind all such additional materials from the RFP Response addressing the matters set forth in Paragraph 4.4.4.

4.4.3. Copies of RFP Response. Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and eight (8) copies of their respective RFP Responses.

4.4.4. RFP Response Format/Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFP Response in the format and with content conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.

Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFP or the RFP Response.

Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing on-going beverage services and a brief statement of the qualifications of the Respondent to provide the requested services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.

Table of Contents. Include a Table of Contents reflecting each of the following sections of the RFP Response:

Tab 1: Company Information and Questionnaire. Complete the Company Information and Questionnaire incorporated as Attachment 4 to this RFP.

Tab 2; Proposed Beverage List. Provide the proposed beverage items that will be provided and offered to students and staff. Include a description of the frequency of Beverage item rotations and pricing for proposed beverage items.

Tab 3; Proposed Marketing Plan. Provide a description of the marketing efforts the Respondent proposes to implement to promote beverage product services at the Campus. Include any proposed text or graphic proposed marketing materials.

Tab 4; Proposed Campus Team. Identify the key members of the Respondents' staff that will be assigned to provide beverage product services at the Campus. For each staff member, provide: (i) the assigned tasks/responsibilities; (ii) description of qualifications and background to complete the assigned tasks/responsibilities.

Tab 5; Proposed Vending Machine Modifications. Provide detailed descriptions of any proposed locations where vending machines will be placed to promote campus beverage product sales.

Tab 6; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent for each policy of insurance with at least the minimum coverage limit for each policy of insurance set forth below.

Required Insurance Policy Certificate	Minimum Respondent Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per Occurrence/Two Million Dollars (\$2,000,000) aggregate

Tab 7; Beverage Service Agreement Comments. Included with this RFP as Attachment 2 is the Beverage Product Services Agreement. Respondents must thoroughly review the Beverage Product Services Agreement and must in their respective RFP Responses identify any term or condition of the Beverage Product Services Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFP must set forth the text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached Beverage Product Services Agreement will be deemed to have agreed to all terms and conditions set forth therein.

Tab 10; Proposal. Complete the form of Proposal (RFP, Attachment 4).

Tab 11; Non-Collusion Affidavit. Complete the form of Non-Collusion Affidavit (RFP, Attachment 5).

5. RFP RESPONSE EVALUATION

- 5.1. Selection Committee. The District has established a Selection Committee consisting of District employees to review and evaluate RFP Responses. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness.
- 5.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the relative weight of each evaluation criteria are set forth below:

[CONTINUED NEXT PAGE]

Evaluation Criteria	Maximum Score
<p>Experience The Respondent and its proposed team will be evaluated based on experience in providing commercial/retail beverage service.</p>	20
<p>Proposed Beverage Evaluation of the proposed beverage(s) for (i) variety; (ii) frequency of beverage item rotations.</p>	20
<p>Proposed Beverage Pricing Evaluation of the proposed pricing of beverage items. Value of product. Ensuring no negative price impact on the beverage operations compared to the current product cost.</p>	25
<p>Proposed District Compensation Evaluation of proposed compensation to the District for use of the Campus to provide beverage product services. Value of other partnership contributions to which a direct dollar value and benefit can be factor in or assign, such as scoreboard naming rights, and scholarships. Present value of cash contributions and percentage of commissions.</p>	20
<p>Responsiveness to RFP Responsiveness to the requirements of this RFP will be evaluated.</p>	15
Maximum Score	100

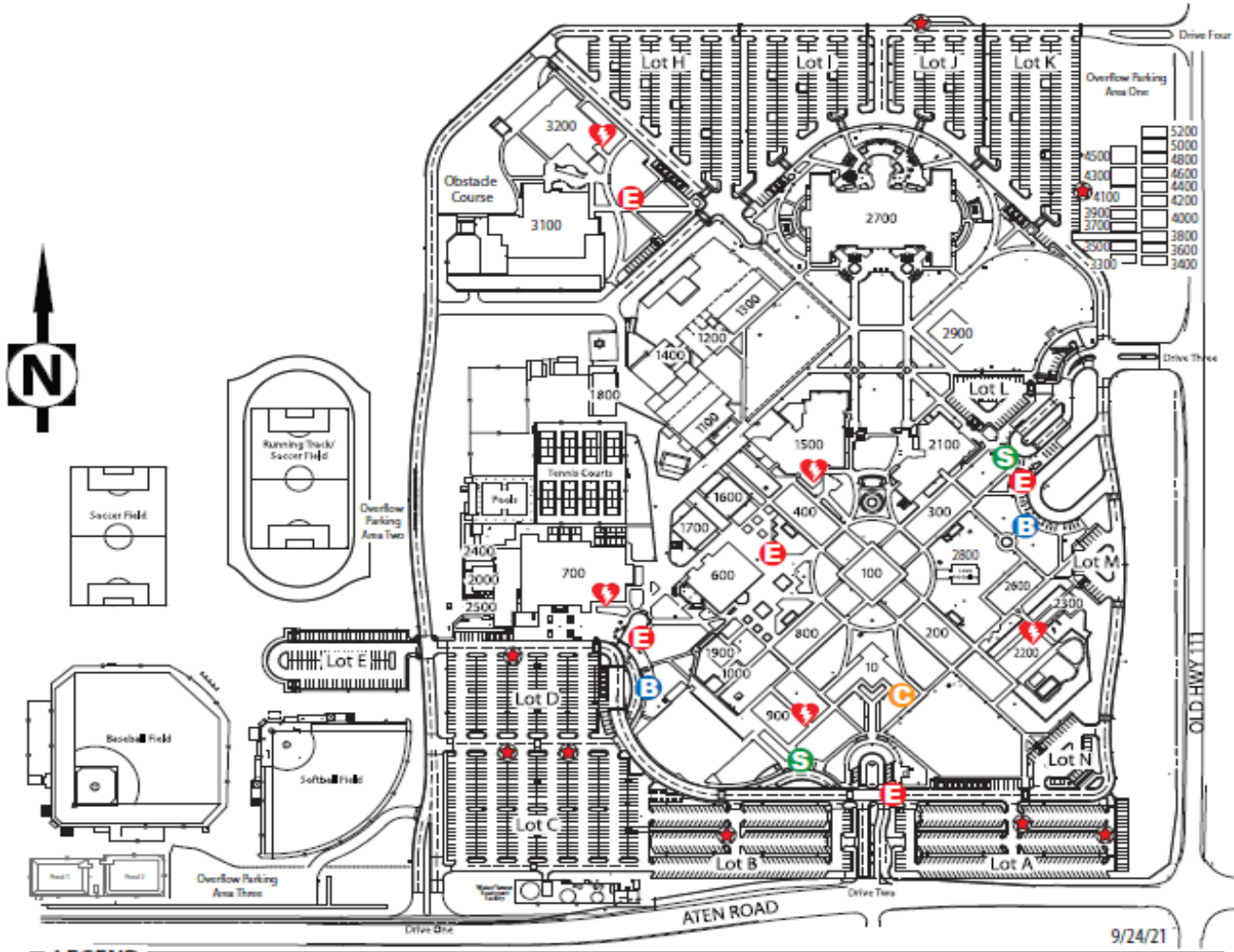
- 5.3. Selection Committee Recommendation. The Selection Committee will make a recommendation to the District Board of Trustees for award of the Beverage Product Services Agreement to the Respondent submitting the highest scored RFP Response based on the Evaluation Criteria set forth above and the Selection Committee scoring of the RFP Responses. The foregoing notwithstanding, the Selection Committee may make a recommendation for award of the Beverage Product Services Agreement to a Respondent who did not submit the highest scored RFP Response provide that such recommendation is supported by substantiating of the basis for such an award.
- 5.4. Award of Beverage Product Services Agreement. Notwithstanding any recommendations of the Selection Committee, authority to award the beverage product services Agreement is vested solely in the District’s Board of Trustees.

[END OF DOCUMENT]

ATTACHMENT 1

Imperial Valley College

Campus Map



LEGEND			
10 Administration/IVC Foundation Admissions & Records/ Business/Instruction Offices	1200 Industrial Technology	2500 Human Resources	3900 Classroom
100 Counseling Center	1300 Classroom Building	2600 Reading/Writing/Language & Math Labs	4500 Classroom
200 Classroom Building	1400 Tool Storage	2700 English/Sciences/Math/Offices	4600 Classroom
300 Classroom Building	1500 Library Media Center/ Student Health Center	2800 Juanita Salazar Lowe Art Gallery & Services	4800 Classroom
400 Assessment Center/Classrooms	1600 Career Center/Classrooms	2900 Disability Support Programs	5000 Classroom
600 College Center/Cafeteria/IVC Kitchen Military & Veterans Success Center	1700 Financial Aid	3100 Career Technical Education Building/ Workforce Development Center	5200 Classroom
700 Gymnasium	1800 Maintenance/Purchasing/ Receiving	3200 Public Safety Building	
800 Classroom Building	1900 Bookstore	3300 Classroom	
900 Info Technology I.T. / Reprographics	2000 Talent Search/ Project Management Office	3400 Classroom	
1000 Student Affairs Office	2100 Health Sciences	3500 Classroom - I.C.O.E	
1100 Industrial Technology	2200 Preschool	3600 Classroom	
	2300 Infant Toddler Center	3700 Classroom	
	2400 Upward Bound	3800 Rest rooms	
			<ul style="list-style-type: none"> Parking/Day Pass Machine Student Drop Off Bus/Transit Drop Off Cashier/Student Payments Emergency Call Box Automated External Defibrillator

ATTACHMENT 2

BEVERAGE PRODUCT SERVICES AGREEMENT

This Agreement (hereinafter “Agreement”) is entered into as of August 1, 2022, at the City of Imperial, County of Imperial, State of California, by and between IMPERIAL COMMUNITY COLLEGE DISTRICT, a California Community College District, (“District”), and _____ (hereinafter “Contractor”); the District and Contractor are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, in April of 2022, the District issued a Request for Proposal #ICCD1007-2022 ("the RFP") pursuant to which the District requested proposals to provide beverage product services at the District’s Imperial Valley College campus (“Campus”).

WHEREAS, the Campus is located in the City of Imperial: 380 East Aten Road. Campus map attached hereto as Attachment 1 (“Campus Map”).

WHEREAS, on or about May 27, 2022, the Contractor submitted a written response to the RFP (“the RFP Response”); by this reference, the RFP Response is incorporated herein.

WHEREAS, the Contractor is engaged in the business of providing commercial beverage distribution and services for sale to the general public (“Beverage Product Services”); the Contractor is duly qualified, licensed and otherwise authorized by law to engage in the business of providing the Services.

WHEREAS, this Agreement establishes the terms and for the Contractor to provide the Services at the Site.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties and each of them, the Parties agree as follows:

1. General.

- 1.1. Contractor Use of Campus and Campus FFE. The District grants the Contractor the right to use and occupy the Campus for the sole purpose of providing beverage product services and completing Contractor obligations under this Agreement.
- 1.2. Labor, Materials, Equipment and Services. The Contractor shall provide all labor, materials, equipment, and services necessary to provide the beverage product services at the site in accordance with the terms and conditions of this Agreement.
- 1.3. Contractor Representations. The Contractor represents to the District:
 - 1.3.1. Beverage Product Services Qualifications and Authority. The Contractor and all personnel engaged by the Contractor to provide beverage product services and complete the Contractor’s obligations under this Agreement shall be at all times skilled and experience in providing beverage product services.
 - 1.3.2. Contractor Authority. The Contractor is a legally organized entity under the laws of the State of California. At all times during the Term of this Agreement, the Contractor shall obtain and maintain all licenses, permits or other approvals issued by any governmental authority having jurisdiction over the Contractor’s business, business operations or beverage product services provided by the Contractor.
 - 1.3.3. Conflict of interest. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the beverage product services and other Contractor obligations hereunder. Contractor further promises and represents that in the performance of the Agreement, no personnel having any such interest shall be employed by Contractor.

- 1.4. Standard of Care. The Contractor shall provide beverage product services and complete its obligations under this Agreement in accordance with the standard of care and skills of others providing similar services under similar circumstances in the geographic area of the District.
- 1.5. Imperial Valley College Advertising. Contractor may distribute appropriate advertising materials, such as flyers, on the Imperial Valley College campus in areas designated for that purpose with the prior written consent of District (as to content and location) which may be granted, conditioned or denied in the sole discretion of the District.
- 1.6. Operational Expenses. Contractor shall promptly pay and discharge any and all management and/or operation costs and expenses incurred by Contractor pursuant to the performance of this Agreement.
- 1.7. Property Damages. The District is not responsible for loss, damage or theft of the property of the Contractor or the Contractor’s personnel, nor is the District responsible for any damage(s) to the storage of Contractor’s property.
- 1.8. Reports. Contractor shall prepare and file all reports and returns required by any governmental agency with respect to Contractor’s operations under this Agreement.

2. TERM.

- 2.1. Initial Term. The Initial Term of this Agreement shall commence as of August 1, 2022, unless earlier terminated, the Initial Term shall expire sixty (60) months after the commencement date of the Initial Term.

3. CONTRACTOR PAYMENTS. During the Term of this Agreement, the Contractor shall make payments to the District as follows:

- 3.1. Beverage Product Services Rebate Payments. The Contractor shall pay to the District’s Associated Student Government the following Commission Payments:

Campus Beverage Product Services [Enter proposed commission here]	\$ _____
--	----------

Commission Payments shall be due on the fifteenth (15th) day of each month, accompanied by any required revenue and expense statements and reports and payable to: “Imperial Community College District” and delivered to the District at: Imperial Valley College Associated Student Government (Building 1000) 380 E. Aten Rd, Imperial, CA 92251.

4. BEVERAGE PRODUCT SERVICES.

- 4.1. General.
 - 4.1.1. Quality. Beverage product services generally consist of a list of comprehensive soft drinks, high-quality, which are offered for sale to the public at the Campus for consumption, or away from the Campus. By mutual agreement of the Contractor and the District, the Contractor may provide Beverage product services at other locations of the Imperial Valley College campus or other facilities owned or operated by the District.
 - 4.1.2. Display. All products shall be attractively displayed and easy to access.
 - 4.1.3. Direct Delivery of Products. Products shall be stocked and available for purchase at all times, including but not limited to:
 - 4.1.3.1. Fountain Syrup and/or CO2 Gas
 - 4.1.3.2. Carbonated soft drinks in 20oz bottles
 - 4.1.3.3. Necessary Cups and Lids

- 4.1.3.4. Weekly scheduled deliveries; delivery driver will deliver supplies to the Associated Student Government for vending machines and provide merchandise to, if necessary, athletics.
- 4.1.3.5. Contractor shall provide at least two (2) ice making machines at no cost to the District for all mutually agreed locations.
- 4.1.3.6. Contractor shall provide high quality new visual display fountain and cooler equipment at no cost for all mutually agreed locations.
- 4.1.3.7. Contractor shall provide large capacity vending machines with newest technology (including vending misers) and dollar bill validators at no cost for all current locations and any mutually agreed upon additional locations. If utility facility modifications are required, the cost of those modifications will be a partner responsibility. Any new vending machines or relocation of vending machines need to receive written prior approval of Dean of Student Affairs and Enrollment Services. All new agreed upon vending machine costs shall be borne by the Contractor. The District shall approve location of machines, quantity of machines, and installation methods, with associated costs borne by the Contractor. The Contractor shall ensure that vending machines are regularly maintained and kept clean.
- 4.1.4. Contractor's Equipment. Equipment such as vending machines shall be in good operational order, and accessible at all times.
- 4.1.5. Temperature. All hot products shall be served hot; all cold products shall be served cold and in compliance with any and all applicable Health Department regulations.
- 4.1.6. Housekeeping and Sanitation. Housekeeping and sanitation shall always conform to the highest possible standards.
- 4.1.7. Packaging. All packaging shall be attractive and appropriate. Contractor shall employ environmentally sound practices to reduce waste and comply with the District's recycling/sustainability policies. When reasonably possible, Contractor shall use packaging that is made of 100% recycled-content paper products and shall use vegetable-based plastic, biodegradable and/or recyclable products. Contractor shall not use polystyrene or "Styrofoam" products.
- 4.1.8. Spills and Debris. All spills and debris shall be promptly removed and cleaned.
 - 4.2. Days and Hours of Campus Operations. No cost, 24-hour, seven (7) days a week service for all Contractor beverage service provided equipment.
 - 4.3. Response Time. Contractor agrees to respond to any District service request, call for repairs, and/or restocking of vending machine supplies within eight (8) hours of notice during the week, and twenty-four (24) hours during a weekend.
- 4.4. Availability. The Contractor shall at all times ensure an adequate supply of beverage products are always available for sale in the Campus during operation of the Campus. The failure of the Contractor to maintain an adequate supply of beverage product service items and other products for sale in the Campus is the Contractor's default of a material obligation of the Contractor under this Agreement.
- 4.5. Pricing. The pricing of beverage product services and other products offered for sale in the Campus shall be determined by the Contractor subject to advance approval by the District. Prices must be at least as competitive as those of similar beverage establishments selling similar beverage products in the geographic area of Imperial Valley College. All requests for pricing increases or decreases shall be presented in writing to the District at least forty-five (45) days prior to the date of Contractor's implementation of such pricing change(s).

- 4.6. Prohibited Goods and Services. Contractor shall not offer for sale or sell any tobacco products, alcoholic beverages, or any other products or beverages that are prohibited by District Board Policy, Administrative Procedures, or applicable ordinance, statute, law, code or regulation.
- 4.7. Forms of Payment. Contractor shall accept payment by: (i) cash; (ii) credit card; (iii) debit card; and (iv) contactless payment. The Contractor shall implement all necessary data security measures to protect payee data from loss, theft, or destruction.
- 4.8. Health Department Visits. Contractor shall respond to required, periodic Health Department visits and shall remedy findings resulting in less than a grade of “A” within thirty (30) days of written notice by Health Department, to the extent that the Health Department violations are Contractor’s fault or responsibility. In the event that any Health Department requirements or violations are the responsibility of the District, the District will remedy the situation as quickly as possible. Health Department grades, evaluations and notices shall be delivered to District’s Vice-President, Administrative Services within twenty-four (24) hours of Contractor’s receipt. Contractor shall comply with any Health Department posting requirements related to Health Department reviews of the Contractor’s products, services and operation(s).
- 4.9. Customer Satisfaction. Contractor shall promptly address and resolve customer complaints and concerns relating to sales of beverage products at the Campus. Contractor shall forward to the District, with three (3) working days of the customer complaint or expression of customer concern, any complaints or concerns that Contractor is unable to resolve to within that period of time. Contractor remains responsible for the resolution of all customer complaints or concerns arising out of Contractor’s sale of any product or performance of Services.

5. CAMPUS

- 5.1. Contractor Use and Occupancy. Subject to the District’s rights under this Agreement, during the Term of this Agreement, the Contractor shall have exclusive use and occupancy of the Imperial Valley Campus.
- 5.2. Contractor Acceptance; No District Warranties. Contractor acknowledges that neither the District nor any of the District’s agents, servants, or employees, has made any express or implied representation or warranty with respect to the suitability of the Campus for providing the Beverage product services and completing the Contractor obligations under this Agreement. The Contractor acknowledges that it has been afforded the opportunity to inspect the Campus and based on such investigation and the Contractor’s conclusions, the Contractor has determined the Campus is sufficient for providing Beverage product services and completing Contractor obligations under this Agreement. The Contractor accepts the Campus in its “as is” condition at the commencement of the Term.
- 5.3. Safety and Sanitation. The Contractor shall maintain the Campus in a clean, hygienic, safe and orderly manner acceptable to the District.
 - 5.3.1. Codes and Regulations. The Contractor shall comply with all federal, state and local health codes and regulations governing sanitation, infection control and the preparation, handling and serving of soft drink beverages.
 - 5.3.2. Beverage Stuff Purchases. Contractor shall ensure that beverage products for sale are purchased from vendors complying with all applicable federal, state, and local laws concerning sanitary preparation and manufacture of such products.
 - 5.3.3. Cleaning Products. Contractor shall supply appropriate cleaning products and materials in accordance with manufacturer recommendations for use of such products.
 - 5.3.4. Hazardous Materials. The Contractor shall not use or permit the use or storage of any hazardous or toxic materials in on or about the Campus. Contractor shall agree to dispose of

hazardous waste in accordance with prescribed policies, procedures and state and local ordinances.

- 5.3.5. District Reserved Rights. District shall have the right to inspect the Campus and other facilities utilized by Contractor to provide beverage product services. The Contractor shall immediately remedy any unsatisfactory safety or sanitary conditions discovered by District as a result of any such inspections. Contractor shall make available to the District for inspection all sanitation inspection reports and other similar reports issued by governmental agencies with regulatory authority over Contractor's business.
- 5.4. Security. The Contractor is solely responsible for security of its property stored in the Campus at all hours. Contractor shall positively control all keys and be responsible for access gained through use of such keys by any Contractor personnel. The Contractor is obligated to notify the District's Public Safety Office and Vice President for Administrative Services of any and all breaches of security, including the immediate notification of the loss of any keys. Any expense incurred by the District as a result of a failure to secure, or due to loss of any key(s), will be charged to the Contractor. The Contractor is solely responsible for loss, theft or damage to property of the Contractor or the Contractor's employees, agents, representatives or contractors.
- 5.5. Utilities, Storage, Commissary. District shall, without charge, provide Contractor reasonable electrical and water supplies for use in the Campus and for completing the Contractor's beverage product services and other obligations under this Agreement. Should there be a failure of the electrical or water supply for any reason, District shall not be responsible, for any resulting losses to Contractor. District shall not be responsible for any damage to Contractor's supplies occurring and Contractor hereby assumes the risk of all such losses.
- 5.6. Contractor's Housekeeping Responsibilities. Contractor shall maintain excellence in housekeeping and sanitation of the Campus. Contractor shall be responsible for all labor, supplies and equipment for housekeeping and sanitation, and shall include the following: periodic cleaning of all production, storage and service equipment.
- 5.7. District's Right of Inspection. The District shall have the right, at any time, to inspect, or have its designated representative inspect, the operation and condition of the Campus, products and/or Services provided by Contractor, including inspections for the quality and quantity of beverage sold, pricing, hours of operation, the staffing, management practices, methods of service, and safety, sanitation and maintenance.
- 5.8. Nuisance or Other Act. Contractor shall not commit or suffer to be committed any nuisance or other act or thing, or anything to be done in or about the Campus which would in any manner whatsoever obstruct or interfere with the rights of others, their enjoyment of the premises or create annoyance to them; nor shall Contractor create waste on or about the Campus or use or permit use of the Campus for any improper, immoral, unlawful or objectionable purpose.
- 5.9. Equipment/Training. Contractor shall ensure that each piece of equipment is operating in a proper and safe manner, and train personnel in proper use and maintenance of equipment prior to its use.
- 5.10. Environmental Practices Campus Recycling. Contractor shall employ environmentally sound practices which will further the District's efforts in recycling, and water, wastewater and utility conservation. Contractor shall comply with all campus recycling requirements and other related environmental or sustainability programs.

6. CAMPUS FFE

- 6.1. Contractor Use. During the Term of this Agreement, the Contractor shall have the right to use the Campus for the sole purpose of completing Contractor obligations under this Agreement. The Contractor acknowledges that prior to entering into this Agreement, the Contractor and as determined to be necessary in the Contractor's sole determination, the Contractor's agents,

contractors and representatives, have inspected the Campus. Based on such inspection, the Contractor has determined that the Campus are: (i) sufficient for the Contractor’s completion of Services hereunder; and (ii) in good working order and operating/functioning in accordance with their respective intended purposes. The Contractor acknowledges that the District has made no warranties or representations to the Contractor concerning the Campus.

- 6.2. Campus FFE Loss, Theft, Damage or Destruction. Contractor shall promptly report the loss, theft, damage or destruction of any Campus FFE item to the District’s Vice President for Administrative Services office in accordance with written procedures established by the District. Contractor is solely liable for any loss, theft, damage or destruction of any Campus FFE item.
- 6.3. Contractor Responsibilities. If any Campus loss, theft, damage or destruction of any Campus FFE item is covered by a policy of insurance obtained by the Contractor, the Contractor shall assign to the District all insurance proceeds for the theft, damage or destruction of any Campus FFE item and the District shall use such insurance proceeds to repair or replace Campus FFE such to loss, theft, damage or destruction. If such insurance proceeds are insufficient to cover the costs of repair or replacement of such Campus FFE, the Contractor shall be solely responsible for all repair or replacement costs exceeding insurance proceeds. The Contractor is solely responsible for implementing measures to prevent loss, theft, damage or destruction of Campus FFE items.

7. CONTRACTOR PERSONNEL

- 7.1. Personnel. All hiring, supervision, training, assigning of duties and termination of employment shall be at solely the responsibility of the Contractor. The Contractor shall employ, train and maintain a regular staff of employees necessary for the proper operation of the Campus Beverage product services operations under this Agreement. Contractor further agrees to comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to staffing requirements, employee status requirements, payment requirements, hours and benefit requirements, working condition requirements, sanitation requirements, safety requirements, health requirements, etc.
 - 7.1.1. Training and Instruction. Contractor shall ensure that all Contractor personnel are courteous and professional in every respect and are properly uniformed, clean, and hygienic while on duty.
 - 7.1.2. Employees/Independent Contractors of Contractor. All persons assigned by the Contractor to provide beverage product services or to complete Contractor obligations under this Agreement shall be employees of the Contractor or independent contractors to the Contractor.
 - 7.1.3. Personnel Staffing. Contractor shall maintain an adequate level of staffing to provide reasonably prompt service in the campus at all times.
 - 7.1.4. Personnel ID Badges and Background Checks. All Contractor personnel at the Campus shall carry identification identifying them as personnel of the Contractor. The Contractor shall complete a background check/screening of all personnel; the Contractor shall not engage any person to provide beverage product services at any District owned or operated facility. All Contractor personnel providing Beverage product services at a District owned or operated location shall be fingerprinted and/or screened with Livescan for verification that prospective personnel do not have a criminal record which has a direct and adverse relationship with the specific duties to be assigned such person.
- 7.2. Status of Contractor and Personnel.
 - 7.2.1. Contractor as Independent Contractor to District. The Contractor is an interdependent contractor to the District under this Agreement. Contractor personnel completing Contractor obligations under this Agreement shall be employees of the Contractor or independent

contractors to the Contractor and not the employees of the District. All Contractor personnel shall be under the supervision, direction and control of Contractor. The Contractor and the Contractor’s personnel shall all be subject to, and shall comply with District Board Policies and Administrative Regulations and shall comply with any other applicable ordinances, statutes, laws, codes, rules or regulations issued or enforced by any other municipality, city, county, state or federal agency which has any jurisdiction over the products or services provided by Contractor and/or Contractor’s obligations under this Agreement.

- 7.2.2. Contractor Compliance With Labor Code §2750.3 (AB5). The Contractor is solely responsible for classifying personnel as employees or independent contractors in compliance with Labor Code §2750.3 (AB5). In addition to other indemnification obligations of the Contractor under this Agreement, the Contractor shall defend, indemnify and hold harmless the District from all claims arising out of or relating the Contractor’s alleged or actual violation of obligations under Labor Code §2750.3.
- 7.2.3. Non-Discrimination. It is the policy of the District that in connection with any work performed under contract with the District there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, age, national origin, marital status, gender, disability, disabled veteran status or religious creed. The Contractor shall comply with the District’s non-discrimination policy and all applicable Federal and California laws including but not limited to the California Fair Employment and Housing Act, commencing with California Government Code §§12940 et seq, and Labor Code §1735.

8. BOOKS AND RECORDS

8.1. Contractor Maintenance.

- 8.1.1. Books and Records. The Contractor shall maintain books and records of all income, disbursements and expenses of the business operations conducted pursuant to this Agreement in accordance revenue generated by Beverage product services and sales of other products in the Campus, Campus Catering events and 3rd Party Catering events. The foregoing shall include without limitation, receipts, cash register tapes, invoices, payroll records, papers, bills, books of account and related data. Such books and records shall be maintained on a continuous contemporaneous basis in accordance with generally accepted accounting principles applied in a consistent manner.
- 8.1.2. Records at Corporate Office. The Contractor shall maintain books and records relating to this Agreement at its principal office, located at _____ . Books and records shall be retained by Contractor for the period required by applicable state and federal laws or for three (3) years after the close of a year’s activity, whichever is later. All books, records and underlying data shall be available at all reasonable times for inspection and/or audit by the District or its agent(s), at the District’s expense, with the assistance of the Contractor, if requested by the District. Cash register tapes shall be identified by register location and date.
- 8.1.3. Commission Payments Records. The Contractor shall maintain separate records for the individual Beverage product services provided, and shall submit its financial reports indicating the gross sales, sales tax, and adjusted gross sales to the District on a monthly basis.
- 8.1.4. Accounting Period. The accounting period for the operation of Beverage product services shall be July 1st - June 30th and all accounting records and statements will be based upon that period.
- 8.1.5. Monthly Profit and Loss Statement. The Contractor shall provide the District with a monthly profit and loss report for and a consolidated profit and loss report. Each profit and loss statement shall include the following, at a minimum:

Breakdown of sales by tender (i.e., cash, credit card, debit card, etc.)

Number of transactions by tender and in total
 Sales (broken down into appropriate categories)
 Cost of sales (broken down into appropriate categories)
 Labor (broken down by wages, benefits, etc.)

9. INSURANCE AND INDEMNITY.

9.1. Contractor Insurance Requirements. The Contractor shall obtain at the Contractor’s cost and expense, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of the Agreement and any extensions thereof, the following policies of insurance:

9.1.1. Comprehensive General Liability. Contractor shall carry a Comprehensive General Liability Insurance, including coverage for completed operations with limits of One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. The District and District’s Board of Trustees shall be named as Additional Insured under the Contractor’s general liability policy of insurance.

9.1.2. Workers’ Compensation and Employers Liability. Contractor shall secure and maintain worker’s compensation insurance covering all personnel of the Contractor providing Beverage product services or completing any Contractor obligation under this Agreement whether said personnel are employed by the Contractor or through an employment service. The Contractor shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by the Contractor. The Employer’s Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained by Contractor hereunder.

9.1.3. Automobile Liability. Contractor shall maintain an Automobile Liability policy of insurance covering the use of all owned, non-owned and hired vehicles and with the following minimum limits of liability: bodily injury liability - in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and/or property damage.

9.1.4. Evidence of Insurance. Contractor shall deliver Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages to the District, which shall be subject to the District’s approval compliance with the requirements of this Agreement, including the satisfactory status of any Insurer. Insurers shall have a Best’s rating of not less than A-VII and shall be an admitted carrier in the State of California. Certificates of Insurance and Additional Insured Endorsements must be delivered with the signed Agreement or at least thirty (30) days prior to the inception date of this Agreement. If requested by the District, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the District.

9.1.5. Notice of Cancellation. All policies required by this Agreement shall provide that District shall be given thirty (30) days’ notice of each expiration or cancellation thereof or reduction of the coverage provided thereby

9.1.6. Failure to Furnish or Maintain. In the event Contractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the District may procure and maintain such coverages for all parties on behalf of Contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice. **If Contractor does not provide the required insurance, District may immediately terminate the Agreement.**

9.2. Contractor Indemnification. The Contractor shall indemnify, defend and hold harmless the District and its officers, directors, board members, employees, representatives, and agents (“Indemnified

Parties”) from and against any all claims, losses, liabilities, damages, costs, expenses and judgments arising out of or in connection with: (i) performance of the Contractor obligations under this Agreement; (ii) the negligent, grossly negligent or willful conduct of Contractor or its employees, independent contractors, officers, agents or representatives. Such indemnification shall also include, but not be limited to, indemnification for Contractor’s misuse or infringement of any intellectual property rights. The foregoing shall include without limitation, reasonable attorneys’ fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

10. TERMINATION AND SUSPENSION

10.1. District Termination of Agreement.

10.1.1. District Right of Immediate Termination. District may immediately terminate this Agreement for cause with two (2) days’ advance notice for the following reasons:

10.1.1.1. Insurance Cancellation. Upon receiving notice that Contractor’s insurance coverage is cancelled, in part or in whole, or reduced below levels identified and required herein.

10.1.1.2. Contractor Conduct. For Contractor’s egregious breaches such as fraud, theft or insolvency, or failure to observe and comply with federal, state, county or municipal laws and regulations.

10.1.1.3. Contractor Failure to Perform. If Contractor fails or neglects to supply or deliver any of said services or goods at the prices named and at the time and place stated.

10.1.1.4. Contractor Loss of Authority to Provide Beverage product services. If any permits or licenses for operating under the terms of this Agreement or to provide Beverage product services, or federal, state, county or municipal laws and regulations, expire and are not renewed in a timely manner by Contractor, or if any permit or license is not renewed or is revoked by the issuing agency.

10.1.2. Termination for Loss of Funding/Resources. The District may terminate this Agreement with twenty-one (21) days’ advance notice to the Contractor if the District loses any funding or other resources which the District deems necessary to continue the District’s performance under the Agreement.

10.2. Termination For Cause. Either party may provide the other party notice, in writing, of the other party’s default in performance of a material obligation under this Agreement. Such notice shall set forth sufficient details and circumstances of the failure to perform a material obligation. The notice shall also advise the non-complying party it has thirty (30) days to cure its failure of performance. If the failure to perform a material obligation is not cured within thirty (30) days of the date of the notice of noncompliance, the non-breaching party may thereupon immediately terminate this Agreement.

10.3. Termination for District Convenience. The District may, at any time, upon seven (7) days advance written notice to the Contractor terminate this Agreement for the District’s convenience and without fault, neglect or default on the part of Contractor. In such event, the Agreement shall be deemed terminated on the date set forth in the District’s written notice to Contractor or such other time as the District and Contractor may mutually agree upon.

10.4. Force Majeure. The parties to this Agreement shall be excused from performance thereunder during the time, and to the extent, that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, pandemic and pandemic related limitations imposed by any governmental agency with authority, lockout or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is

presented to the other party, provided that it is also established that the non-performance is not due in whole or in part to the fault or neglect of the party not performing.

- 10.5. Contractor Responsibilities on Expiration of Term or Termination of Agreement. Upon the termination or expiration of this Agreement, Contractor shall promptly remove from the District premises any property belonging to Contractor and Contractor shall thoroughly clean any areas and fixtures, furnishings and equipment utilized by Contractor during the Agreement term. Contractor shall return Campus and the Campus FFE to the District in the condition existing at the commencement of the Term, reasonable wear and tear excepted.

11. MISCELLANEOUS

- 11.1. Assignment. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or any right, title or interest therein, any funds to be received, any obligation arising thereunder, or any power to execute the same without the prior written consent of the District. The District may grant or withhold such consent in its sole discretion.
- 11.2. Notice. All notices required or permitted hereunder shall be in writing and addressed to the following addresses and sent by U.S. certified or registered mail, postage prepaid:

Contractor:

Name:

Address:

District:

Vice President for Administrative Services
Imperial Valley College
380 E. Aten Road
Imperial, California 92251

Either party may change its address for the purpose of receipt of Notices hereto by giving written notice to the other party of such change.

- 11.3. Written Modification of Agreement. Nothing herein shall limit the parties from modifying this Agreement. Any such modifications of the terms of this Agreement shall be binding and enforceable only if the modification is written, executed on behalf of the District and the Contractor, and approved by the District’s Board of Trustees at an open public meeting.
- 11.4. Governing Law/Provisions Required by Law. This Agreement shall be governed by the laws of the State of California. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 11.5. Severability. The final determination by a court competent jurisdiction that any provision of this Agreement is invalid shall not affect the validity of any other provision.
- 11.6. Venue. Any action or proceeding to enforce this Agreement shall be maintained in Imperial County, California.
- 11.7. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.
- 11.8. Validity and Enforceability. This Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by the Governing Board, in an open public meeting.

11.9. Attorneys' Fees and Costs. If either Party commences an action against the other to enforce any of the terms hereof, or because of the breach by either Party of any of the terms hereof, the prevailing Party shall be entitled to recovery of reasonable attorneys' fees, costs, and expenses.

11.10. Disputes.

11.10.1. Mandatory Mediation. All claims, disputes and other matters in controversy between the District and the Contractor arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service ("JAMS"). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to Contractor's commencement of arbitration proceedings. Neither this mediation provision nor the arbitration provision, below, however, shall constitute or be deemed a waiver by the District of any and all jurisdictional challenges to the claims including, without limitation, claims that the action is barred by the applicable statute of limitations, California Tort Claims Act, and/or any and all statutory conditions precedent.

11.10.2. Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor against the District for money or damages, are deemed a "suit for money or damages" and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of binding arbitration proceedings is the Contractor's compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.

11.10.3. Jurisdictional Challenges to Arbitration. The Superior Court of the State of California for the County of Imperial shall have sole and exclusive jurisdiction to hear and rule upon all claims, disputes and/or disagreements arising out of or pertaining to jurisdictional challenges to arbitration including (i) whether claimant has waived its right to arbitration (Code of Civil Procedure § 1281.2(a)); (ii) whether grounds exist for revocation of the agreement (Code of Civil Procedure § 1281.2(b)); (iii) whether a party to the arbitration agreement is also a party to pending court action or special proceeding with a third party arising out of the same transaction series of related transactions and there is a possibility of conflicting rulings on a common issue or fact or law (Code of Civil Procedure § 1281.2(c)); (iv) whether the claim is time-barred by the applicable statute of limitations; (v) whether the claim is time-barred by the California Tort Claims Act; and/or (vi) whether claimant has failed to satisfy any and all statutory conditions precedent to arbitration.

11.10.4. Arbitration. Subject to the Contractor's compliance with the Government Code Claims Process, all claims, disputes, disagreements or other matters in controversy between District and Contractor arising out of or pertaining to this Agreement shall be resolved by arbitration conducted by a JAMS arbitrator identified as having expertise in public contracts matters and in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the San Diego regional office of JAMS. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated

herein by this reference. Notwithstanding Rule 19 of JAMS Streamlined Arbitration Rules and Procedures, in any arbitration to resolve a dispute relating to this Agreement, the arbitrator’s award shall be supported by law and substantial evidence.

11.11. Entire Agreement. This Agreement, the attached Attachment A (Campus Layout) and Attachment B (Campus FFE), all of which are component parts herein, state the entire Agreement and understanding between Contractor and District concerning the subject matter hereof. Any and all obligations of the District and the Contractor are fully set forth and described therein. Any product or service called for in one and not mentioned in the other, or vice versa, is to be provided as if mentioned in said document. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in the Agreement or in the written documents incorporated herein.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

“District”

“Contractor”

Imperial Community College District

By: _____

By: _____

Title: Superintendent/President

Title: _____

[END OF DOCUMENT]

COMPANY INFORMATION AND QUESTIONNAIRE

1. COMPANY INFORMATION

1.1. Respondent Name. _____

1.2. Contact Information.

Business Address	_____ (Street Address) _____ (City, State, Zip Code)
Name of Primary Point of Contact (POC) for RFP	_____
POC Telephone Number	_____
POC Email	_____

1.3. Form of Business

- Corporation LLC Sole Proprietorship
- Partnership Joint Venture Other, describe: _____

1.4. Years In Business. The Respondent has conduct business under its current firm name for _____ years.

1.5. Years Providing Beverage product services. The Respondent has been provided commercial/retail Beverage product services for years under the Respondent’s current firm name.

1.6. Owners. The Names and titles of all the owners (>10% ownership) are:

Name	Title	%Ownership

1.7. Firm Change of Name. Has the firm changed its name within the past 3 years?

- Yes No

If Yes, provide former name(s): _____

1.8. Change of Ownership. Have there been any recent (within the last three years) changes in more than twenty-five percent (25%) ownership interest of the firm?

- Yes No

If Yes, on a separate attachment, provide details.

1.9. Business Licenses. Complete the following for all business licenses held by your firm:

Issuing Authority/License Description	License Number	Expiration Date

1.10. Beverage product services. Does the Respondent have a Policy/Procedures Manual or similar written materials that establish guidelines for providing Beverage product services, employee conduct, safety/sanitation, customer service and other similar matters?

- Yes
- No

If yes, please attach a copy of the face page and Table of Contents.

2. QUESTIONNAIRE (EACH QUESTION MUST BE ANSWERED TO BE A RESPONSIVE PROPOSAL)

2.1. Minimum Qualifications. Any “not qualified” response to Paragraphs 2.1.1 – 2.1.5 will result in rejection of the Respondent’s RFP Response for failure to meet minimum qualifications.

2.1.1. The Respondent maintains a commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- Yes No (not qualified)

2.1.2. The Respondent maintains an automobile liability insurance policy with combined single coverage limits of at least \$1,000,000.

- Yes No (not qualified)

2.1.3. The Respondent maintains current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.

- Yes No (not qualified)

2.1.4. The Respondent possess all permits, authorizations and other approvals required to provide commercial/retail Beverage product services in Imperial County.

- Yes No (not qualified)

2.1.5. Has any insurer, for any policy of insurance, refused to issue or to renew any insurance policy for your organization?

- Yes No (not qualified)

[CONTINUED NEXT PAGE]

2.2. Respondent Experience.

2.2.1. References. Provide customer and trade references in the following:

Beverage Service Customer References		
<i>Name</i>	<i>Telephone/Email</i>	<i>Beverage Service Facility Name</i>
Trade/Supplier References		
<i>Name</i>	<i>Telephone/Email</i>	<i>Supplies Provided</i>

If the Respondent currently provides Beverage product services at a fixed location that is rented or leased by Respondent, provide the following:

Landlord/Building Operator References		
<i>Name</i>	<i>Telephone/Email</i>	<i>Building/Facility Address</i>

[CONTINUED NEXT PAGE]

2.2.2. Personnel.

2.2.2.1. Employees; Prior Three (3) Years. The number of people employed by Respondent over the prior three (3) years are:

2019 _____
 2020 _____
 2021 _____

2.2.2.2. Current Employees. Current employees (individuals issued W-4 statements) of Respondent are the following:

Current Employees				
Name	Title/Position	Years Employed by Respondent	Full Time/Part Time	Beverage Safety Certified
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Duplicate the above and attach to this Questionnaire for additional employees)

[CONTINUED NEXT PAGE]

2.2.2.3. Independent Contractors. The Respondent has engaged independent contractors to provide Beverage product services in the past three (3) years:

- Yes
- No

If yes, the number of independent contractors employed by Respondent over the prior three (3) years are:

2019 _____
 2020 _____
 2021 _____

2.2.2.4. Current independent contractors. Individuals currently engaged by the Respondent as independent contractors (1099 statement issued) to provide beverage product services are the following:

Current Independent Contractors				
Name	Title/Position	Years Engage as Independent Contractor by Respondent	Full Time/Part Time	Beverage Safety Certified
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Duplicate the above and attach to this Questionnaire for additional employees)

[CONTINUED NEXT PAGE]

2.2.2.5. Proposed Campus Staffing. If awarded the beverage product services Agreement, the Respondent proposes and/or assigns the following personnel to execute and service the account at Imperial Valley Community College:

Proposed Employee Campus Staff				
<i>Name</i>	<i>Title/Position</i>	<i>Full Time/Part Time</i>	<i>Beverage Safety Certified</i>	<i>Employee/Independent Contractor</i>
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor
		<input type="checkbox"/> Full Time (min. 35 hours per week) <input type="checkbox"/> Part Time Hours Per Week: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Employee <input type="checkbox"/> Independent Contractor

(Duplicate the above and attach to this Questionnaire for additional employees)

[CONTINUED NEXT PAGE]

3. Accuracy and Authority. The undersigned is duly authorized to execute this Customer Information and Questionnaire under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Customer Information and Questionnaire and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Customer Information and Questionnaire. The undersigned declares and certifies that the responses to this Customer Information and Questionnaire are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFP Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

By: _____

Title: _____

[END OF DOCUMENT]

PROPOSAL FORM

Respondent: _____

The above-identified Respondent proposes the following compensation to the District if the Respondent is awarded the Beverage product services Agreement.

- 1. **Payments.** The Contractor guarantees cash payments restricted for use by the Imperial Valley College Associated Student Government, and for general college activities and expenditures as approved by the President. (These payments are in addition to any other commissions).

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

- 2. **Optional.** Additional contributions to the Imperial Valley College Foundation General Scholarship Funds.

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

- 3. **Optional.** Additional contributions to provide Athletic Score Boards at Baseball/Softball, and Basketball Athletic Programs.

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

4. **Optional.** Sponsorship Support at **Annual Imperial Valley College Foundation Events.**

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

5. **Optional.** Value of products and equipment for use by the **Imperial Valley College Athletic Teams** (i.e., bench equipment, coolers, cups, isotonic drinks, chairs, towels, etc.).

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

6. **Optional.** Please list other yearly contributions or donations (i.e., provisions of beverage at campus-wide events such as Welcome-Back Week, College Recognition Ceremony, Student Awards Ceremony, General College Forum, Sampling Events, Graduation, national scholarships, free products for fund raising activities, etc.).

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Authority. The undersigned is authorized to complete and execute this Proposal on behalf of the Respondent and to bind the Respondent to the terms of this Proposal if the Respondent is awarded the Beverage product services Agreement.

Executed this ___ day of _____ 20__ at _____
(City and State)

By: _____

Title: _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am the: _____
(Title)

Of _____
(Respondent)

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The bid is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.
5. All statements contained in the bid are true.
6. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

Executed this ___ day of _____ 20__ at _____
(City and State)

By: _____

Title: _____

**INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

State of _____

County of _____

The Undersigned, being first duly sworn, deposes that he/she is,

_____ of _____

herein called the CONTRACTOR; that the CONTRACTOR has submitted a proposal to provide beverage product services to the Imperial Valley Community College District, herein called the DISTRICT. The CONTRACTOR agrees that he/she is familiar with the circumstances affecting the preparation and making of such proposal, and is properly qualified to make this affidavit; that he/she certifies the following:

CONTRACTOR is insured with policy limits not less than the following:

- a. Commercial General Liability:

Bodily Injury &	\$1,000,000	General Aggregate
Property Damage	\$1,000,000	Products Aggregate
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage Limit
	\$ 5,000	Medical Expense Limit
- b. Fire and extended coverage: All Risk
- c. Auto Liability to include owned, non-owned and hired:

Bodily Injury		\$1,000,000each person
		\$1,000,000 each accident
Property Damage	\$1,000,000	
	each accident or	
Combined Single Limit	\$1,000,000	each accident
- d. Blanket Fidelity Bond: \$ 250,000 or maximum exposure
- e. Worker's Compensation Coverage* Statutory for State of California

Employer's Liability		\$1,000,000each accident
	\$1,000,000each employee-disease	
	\$1,000,000policy limit-disease	

Subscribed and sworn to before me firm: _____

This _____ day of _____, 2022.

Sign. _____

Type or Print Name of Affiant

Title

Notary Public
My Commission Expires _____

**IMPERIAL VALLEY COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY
AFFIRMATIVE ACTION STATEMENT**

Every person, firm, company or corporation with whom the Imperial Valley Community College District does business in the amount of \$10,000 or cumulative contracts totaling \$10,000 is required to sign the following statement:

Suppliers will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

**CONTRACTOR’S CERTIFICATE REGARDING
WORKERS’ COMPENSATION
INSURANCE**

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:

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

I am aware of the provisions of Section 3700 of the Labor Code, 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 provisions before commencing the performance of the work of this contract.

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.