

Request for Proposals (RFP) No. 2099

Beverage Vending Rights



Date Issued: August 02, 2023

Response Closing Date / Time: September 15, 2023 @ 2:00 pm (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.

1. Background about Rio Hondo College:

Rio Hondo Community College (“District”) was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries.

Rio Hondo Community College is a two-year California Community College and the District provides transfer, vocational, and short-term courses for roughly 28,000 students per fiscal year; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board. We were the first college in Los Angeles County to provide two years of free tuition to first-time, full-time college students through our Río Promise program. Our College’s approximately 900 employees hold themselves accountable for the academic success of disproportionately impacted student populations.

There are approximately 2,200 parking spaces and approximately 500,000 square feet of classrooms and offices to be considered on the main campus.

There are three (3) Off Site Educational Centers within the Communities that are served:

El Monte Educational Center (EMEC)
3017 Tyler Ave.,
El Monte, CA 91731

Rio Hondo Educational Center at Pico Rivera
9426 Marjorie St.,
Pico Rivera, CA 90660

South Whittier Educational Center (SWEC)
14307 E. Telegraph Road, Whittier,
CA 90604

The District also has a Fire Academy:

Santa Fe Springs Regional Training Center (SFSRTC)
11400 Greenstone Ave.,
Santa Fe Springs, CA 90670

Rio Hondo College Projects and Initiatives

The District is witnessing extensive development of new facilities and the re-development of existing facilities. Within the next five (5) years, the following construction projects are expected to be completed:

- 1) The Music & Wray Theatre and Campus Inn Renovation Project
 - a. Expected Opening- 2025
 - b. Project consists of alterations of the theatre, classrooms, and meeting rooms. This facility is part of our Civic Center Facilities Rental which allows the District to partner with businesses and community organizations to promote the use of its various facilities for activities such as athletic events, plays, concerts, meetings, conferences and competitions.

This endeavor will substantially increase the footprint of the number of people visiting and using District Facilities.

- 2) L-Tower Phase II Project
 - a. Expected Opening- 2024
 - b. The tower structure consists of 5 stories with a building footprint of about 1,800 sq. ft. of ground floor space and a 10,200 sq. ft. floor area.
- 3) Higher Education Student Housing Grant Program
 - a. Expected Opening- 2027
 - b. The proposed student housing complex will be a four (4) story U-shaped building with two-hundred thirteen (213) beds and five (5) student and ancillary services that include 1) Tutor and Study Lounges, 2) Food Pantry, 3) Basic Needs Center, 4) Counseling Office, and 5) Laundry Space.
 - c. Floor plans propose vending services to be installed on the 1st floor.

2. RFP Objectives:

- A. The District invites qualified firms to submit a proposal in response to this Request for Proposal (RFP), for exclusive Beverage pouring rights, sales of canned/bottled Beverages throughout District premises.
- B. The District requires a primary supplier of Beverage products and vending equipment in accordance with the requirements defined elsewhere in this RFP.
- C. The District objectives are (a) Establish a business partnership with a nationally recognized Beverage company that can implement a cost effective and efficient procurement program for Beverage products and maintaining high standards of quality, service and variety; (b) Increase net revenues by maximizing the availability of product; (c) Maintain quality Beverage services and (d) Develop creative strategies that benefit the District and the selected Bidder (Contractor).

It is anticipated that an exclusive, long term agreement for Beverages will provide additional resources, beyond preferential pricing and commissions. In addition to sales volume, the District is able to partner in marketing and promotional opportunities as part of this Agreement.

See Appendix A for reference to Historical Sales at Rio Hondo College.

3. RFP Background Information:

- A. Current and previous awarded Contractors provided:
 - 1) Commission on cold beverages dispensed at various District locations. Commission calculation method: Cash plus coins collected multiplied by commission rate less sales tax and CRV.
 - 2) Sponsorship fees paid in increments each year.
 - 3) Annual student scholarships.
 - 4) Promotional products to support District functions or other projects.
 - 5) New Beverage promotions and sampling events for the students.
 - 6) Availability of marketing materials/side line kits, such as, coolers, cups, bottle carriers, ice chests, umbrellas, menu boards, clocks, banners & barrels free of cost.

- 7) Interactive promotions, such as, a rock climbing wall, human gyroscope, inverted bungee jumping, Velcro wall, human joust and human twist experience.
- 8) Event tickets.

The District is open to other exciting and unique events.

B. District Equipment Inventory and Locations:

The District has twenty-five (25) units of vending equipment at various District locations. The District and awarded Bidder will discuss addition/reduction of vending equipment locations and quantity.

C. Beverage Selection:

- 1) The District will have the option to use, at the sole subjective discretion of the District, any and all Beverage products produced by Bidder.
- 2) Bidder should include in their response a list of all products produced by Bidder with pricing.

4. RFP Exclusions/Limitation of Scope:

A. This RFP does not include the following:

- 1) Vending services or sales of products at the District Bookstore.
- 2) Bottled drinking water dispensing (Arrowhead/Sparkletts style) in any District office or classroom location.
- 3) Water fountains.
- 4) Any District employee or student or visitor who bring products on campus for personal consumption, or activity, or function, or event sponsored or not by the District but held on District premises.
- 5) Student groups shall have the option during times of fund raising activities to sell generic branded bottled or canned products.
- 6) Hot beverages and non-competing products as determined by the District.

B. The District reserves the right during the term of the Agreement to allow the Concessionaire at Rio Café to serve none competing hot and cold beverages, such as but not limited to, (a) bulk water coolers, (b) health drinks/shakes and (c) Beverages which are part of a proprietary or self-branded food concept which offers specialized Beverages (such as Starbucks). The District's decision as to whether the Beverages are similar and competitive with the products covered by this Agreement or not shall be final.

C. Due to ongoing District construction and maintenance projects, it is expected that some vending locations may be closed, and new or remodeled locations be opened over time. These situations are routine and are not considered justification to renegotiate the terms of this agreement.

5. Term:

The term of this Agreement will be for a period of three (3) years from effective date and with an option for additional two (2) annual renewals, not to exceed five (5) years. The District may also consider a maximum five (5) year Agreement.

6. RFP Schedule:

The following are the schedule of events for this solicitation:

| | |
|--|--|
| RFP Issued | August 02, 2023 (Wed) |
| Pre-Proposal Conference | August 18, 2023 (Fri) @ 10:00 AM (PST) |
| Last Day for Submissions of Questions from Bidders | September 01, 2023 (Fri) @ 2:00 PM (PST) |
| Due Date and Time for Submission of Proposals | September 15, 2023 (Fri) @ 2:00 PM (PST) |

7. Pre-Proposal Conference:

A. A non-mandatory pre-proposal conference will be conducted (see below for details):

A-102 Board Room
3600 Workman Mill Road, Whittier,
CA 90601

B. Special Instructions:

Below is our “Campus Map” link, please stop at our Information/Parking Booth (PB), inform the guard that you are attending the pre-proposal conference for “RFP No. 2099 - Beverage Vending Rights”, and request a parking pass reserved in your name or event and proceed to Parking Lot F. Utilize the stairwell and enter the Administration Bldg. (A).

<https://www.riohondo.edu/wp-content/uploads/2014/02/RHC-Campus-Map-Large.pdf>

8. Qualification Requirements:

A. Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP.

B. Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award:

- 1) Minimum of five (5) years of experience providing the required services in this RFP.
- 2) Respondents must have top-level management offices and resources within the Western States and regional offices within California.
- 3) Ability to obtain and maintain the insurance required by the District (see Exhibit D).

9. Preparation of RFP:

Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.

10. Dissemination of RFP Information:

- A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.
- B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

11. District Contact:

All communication should be sent via email and directed to the following District Contact:

Felix G. Sarao
Director of Contract Management & Vending Services
3600 Workman Mill Road
Whittier, CA 90601-1616
Phone: (562) 908-3493
Email: purchasing@riohondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 2:00 PM (PST) on September 01, 2023 .

NOTE: When communicating with the District Contact, please indicate in the subject line "RFP No. 2099 Query"

12. Restriction on Communications:

- A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:

- 1) The course of a Bidders' conference, if conducted; and 2) Oral presentations and site visits, if conducted.

B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

13. Questions Regarding the RFP:

A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact. All inquiries should include:

- 1) A clear and concise question and reference page number; and
- 2) References to specific points within this RFP.

B. Questions are due by the date specified in the RFP schedule in Section 6 of this RFP.

C. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

14. Errors and Omissions:

A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

15. Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposals and related documentation will be borne by the Bidder.

16. Submission of Proposals:

A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.

B. Bidder's response should contain one (1) signed paper copy (bearing original signatures), three (3) extra copies and one (1) electronic copy on a CD or USB flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:

- 1) Date of the Bidder's response
- 2) RFP Project Name

3) Name of Bidder's representative, phone number, and e-mail

C. Bidders should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

17. RFP Exceptions:

A. The District will not consider the submission of the Bidder's standard agreement(s) to be a presentation of exceptions. Every exception request should be stated as such in their proposal in accordance with this Section 17.

- 1) Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.
- 2) General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.

B. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

18. General Terms and Conditions:

Exhibit D (Sample Agreement) contains the general terms and conditions for this RFP. The District reserves the right to modify Exhibit D to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit D as a mechanism to expedite the contract negotiation process.

19. Specifications:

Bidders are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with this specification. If products and/or services as proposed do not comply with specifications as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation should be understood to mean that Bidder proposed to meet all details of these specifications. Successful Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder(s) shall be required to correct same at Bidder's own expense.

20. Acceptance of Bidder's Response to RFP:

The District reserves the right at its sole discretion to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s).

21. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

22. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

- (a) Late proposals will not be accepted;
- (b) Proposals may be rejected for failure to conform to the rules or requirements contained in the RFP;
 - (c) Failure to sign the proposal;
- (d) Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;
- (e) Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
- (f) Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

23. Proposal Acceptance Period:

- A. All proposals shall remain available for District acceptance for a minimum of one hundred and eighty (180) days following the RFP closing date.

24. District Rights:

- A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.
- B. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.

25. Disclosure of Records:

- A. All proposals, supporting materials and related documentation will become the property of the District.

- B. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

26. Conflict of Interest:

- A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.
- B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.
- C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

27. Ethics:

- A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.
- B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:
 - 1) Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.
 - 2) Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
- C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

28. Proposal Format:

- A. Bidder's response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

29. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- (a) Bidder Experience/Qualifications
- (b) Program Plan
- (c) Financial Proposal
- (d) References/Others

A. Bidder Experience / Qualifications

Bidder should:

- 1) Provide copies of authorization to do business in California. If the Bidder is a sole proprietorship, the Bidder should furnish a copy of a current business license to do business in California. If the Bidder is a corporation, it should furnish the corporate number issued by the Secretary of State with the proposal.
- 2) List all colleges and universities served for the last five (5) years. Include the location of the nearest account to the District and the nearest comparable account in size and scope to the District.
- 3) Provide a list of business clients--especially community college or other educational institutions--to which Bidder is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the District can contact as references for Bidder.
- 4) Furnish as an appendix the previous three (3) years audited/reviewed financial statements. (This disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

Bidder should include information that will address the following:

- 1) Please describe what makes your Firm different from your competitors.
- 2) Please describe how your Firm will provide quality service for the duration of the Agreement. 3) Please describe why your Proposal should be selected over those of your competitor(s).

B. Program Plan

Bidder should describe their overall strategy for achieving the requirements in the Agreement and Statement of Work (See Exhibit A).

Bidder should include information that will address the following:

- 1) What procedures will be taken to ensure a smooth and effective transition from current District Contractor?
- 2) Please describe how your work processes ensure compliance with applicable statutes and regulations.
- 3) Please describe your strategies, work plan and operational plans to support the scope of operation identified in the RFP.
- 4) Please summarize the quality and level of vending, packaged bottles & cans and post-mix related services.
- 5) Please describe the frequency and schedule for delivery, inventory stocking, and merchandising for all locations.
- 6) Please describe how you will provide a quality and innovative Beverage and vending program that demonstrate a commitment to meeting the needs of the District.
- 7) Please list the equipment proposed to meet the District needs.
- 8) Please describe how your Firm will meet the District's Service, Equipment and Maintenance requirements.
- 9) Please describe your proposed method in providing refunds to the public where the vending machine is not in good working order.
- 10) Please describe your organization's approach to obtain consumer feedback to ascertain the level of customer satisfaction. Be specific, citing successful programs at other comparable institutions.
- 11) Please include information including response times for service/repair personnel.

D. Financial Proposal

The Financial proposal should include information on the following:

- 1) Identify a pricing structure for all Beverages that are to be sold or vended on District premises along with volume incentives.
- 2) Effectivity of Pricing, i.e., fixed for 1 year, 2 years, etc.

Note: Include any proposed percentage increase/decrease that is consistent with those applied to your other customers of comparable size and nature.

- 3) Identify the proposed Commission rates by selling price for sale of vended Beverages for each product category, size and package sold.

Note: Define how the Commission will be computed.

- 4) The District will be interested to consider proposals providing the following:
 - (a) One Time Signing Bonus
 - (b) Annual Cash Sponsorship
 - (c) Product Donations
 - (d) Student Scholarships

- (e) A guaranteed amount or revenue payment (Commission) from Contactor Vending Equipment (excluding Rio Café and Rio Hondo Bookstore).

Note: The awarded Bidder will be required to make their financial records available to the District's independent auditors; as part of the District's annual financial audit.

E. References/Others

Bidder should also include information that will address the following:

- 1) Is your firm or any member of your firm involved in any litigation relative to your transactions with other educational institutions?
- 2) Please disclose any conditions that may affect your firm's ability to perform contractually such as:
 - (a) Financial issues
 - (b) Planned office closures
 - (c) Impending merger
 - (d) Disbarment / suspension imposed by any federal, state, or local public agency

30. Method of Evaluation:

- A. Proposals will be evaluated by the District based on the response to the information requested above and the following weights are assigned for evaluation purposes:

| Evaluation Criteria | | Weight |
|----------------------------------|---|--------|
| Bidder Experience/Qualifications | <ul style="list-style-type: none"> ○ Profile and overview of Bidder ○ Bidder's experience in providing Beverage and Vending services to institutions the size and scope of Rio Hondo College, and especially with community colleges, if any. ○ Compliance to required forms and certificates. ○ Completeness of the proposal and adherence to proposal format and forms. | 20% |

| | | |
|--------------------|---|------|
| Program Plan | <ul style="list-style-type: none"> ○ Level of vending and post-mix related service ○ Vending equipment proposed to meet District needs. ○ Service and maintenance (on-site support). ○ Presentation of a quality and innovative Beverage and vending program that demonstrates a commitment to meet District needs. | 30% |
| Financial Proposal | <ul style="list-style-type: none"> ○ Value (price/point) of Beverage products to be sold. ○ Value of signing bonus ○ Value of scholarships ○ Value of annual sponsorship ○ Product donation ○ % of Commission on vending sales | 50% |
| Total | | 100% |

- B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top proposals (up to a maximum of three) may be called for oral presentation. The oral presentation(s) may include, but not limited to, site visit to existing operations, interview, discussion, etc. If oral presentation(s) are conducted, Bidder team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The result of oral presentation will be factored into the final scores assigned to the proposals. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.
- C. The District has the sole authority to select the final contractor(s)/firm(s), and reserves the right to reject any and all submittals or any portion thereof, with or without giving a reason, and to waive any irregularities or informalities in the offers received. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work. In the event of any such rejection, or in the event a Bidder's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the Bidder in connection with the preparation and submittal of the proposal.
- D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest priced proposal.
- E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit D). Bidders should not propose their own standard contract, or terms

and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

29. Incorporated Documents:

A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.

B. The following exhibits shall also apply and incorporated by reference:

Exhibit A: Statement of Work

Exhibit B: Bidder Information

Exhibit C: Transition/Implementation Meeting

Exhibit D: Sample Agreement

Thank you for considering this solicitation.

EXHIBIT A: Statement of Work
RFP No. 2099 - Beverage Vending Rights

1. Scope:

A. General.

- 1) District will grant the Contractor exclusive rights to (a) offer Beverages for sale and/or sampling on District premises and (b) to market and associate Beverages with the District and to promote their consumption and sale generally and on District premises.
- 2) District is under contract for the operations of Rio Café. The current Concessionaire (Campus Food Services) will purchase Beverage products from Contractor under the terms of their Agreement with Contractor. If no Agreement exists between Concessionaire and Contractor, Concessionaire can purchase from Contractor using prices set forth in this Agreement.

B. Exclusions/Limitation of Scope.

- 1) Contractor and District agree that this Agreement excludes vending services or sales of products at the District Bookstore. Contractor and District also agree that if the District Bookstore Concessionaire (Follett) would like to support the District but has no Agreement with Contractor, Concessionaire can purchase from Contractor using prices set forth in this Agreement.
- 2) Contractor and District agree that the following are not covered by this Agreement:
 - (a) Bottled drinking water dispensing (Arrowhead/Sparkletts style) in any office or classroom location.
 - (b) Water fountains.
 - (c) Any District employee or student or visitor who bring products on campus for personal consumption, or activity, or function, or event sponsored or not by the District but held on District premises.
 - (d) Student groups selling generic branded bottled or canned products for fund raising activities.
 - (e) Hot beverages and non-competing products as determined by the District.
- 3) District reserves the right during the term of this Agreement to allow the Concessionaire at Rio Café to serve none competing hot and cold beverages, such as but not limited to, (a) bulk water coolers, (b) health drinks/shakes and (c) Beverages which are part of a proprietary or self-branded food concept which offers specialized beverages (such as Starbucks). The District's decision as to whether the Beverages are similar and competitive with the products covered by this Agreement or not shall be final.
- 4) Contractor and District agree that there will be no duplication of allowances, funding or benefits (including pricing) to District or District Concessionaire(s) if District Concessionaire(s) has an existing Agreement with Contractor.
- 5) District does not operate snack bars at District sporting events.

2. District Premises:

A. Main Campus.

Rio Hondo College
3600 Workman Mill Road
Whittier, CA 90601-1616

B. Off Site Educational Centers.

El Monte Educational Center (EMEC)
3017 Tyler Ave.,
El Monte, CA 91731

Rio Hondo Educational Center at Pico Rivera
9426 Marjorie St.,
Pico Rivera, CA 90660

South Whittier Educational Center (SWEC)
14307 E. Telegraph Road, Whittier,
CA 90604

C. Fire Academy.

Santa Fe Springs Regional Training Center (SFSRTC)
11400 Greenstone Ave.,
Santa Fe Springs, CA 90670

3. Definitions:

- A. "Beverage" or "Beverages" means non-alcoholic, including cold or frozen, carbonated or noncarbonated or naturally flavored drinks except coffees and teas freshly brewed, milk, frozen smoothies, either fruit based or ice cream/yogurt based, tap water, hot cocoas and hot or cold water based coffee like drinks (i.e. a powder mixed with water to create a coffee like drink dispensed from a machine).

Note: "Beverage" or "Beverages" shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, frozen smoothies, hot chocolate or powered drink mix and water to create a coffee like drink from a dispenser.

4. Equipment Inventory and Locations:

A. District.

The current Contractor has twenty-five (25) units of vending equipment at various District locations.

B. Third Parties.

- 1) Rio Café c/o Campus Food Services.
- 2) Rio Hondo Bookstore c/o Follett.

Note: All Third Parties acquire their own equipment (coolers/dispensing) under their contract. Third Parties' equipment is not included in this RFP, but Third Parties will also need to change out their equipment if the existing District Contractor changes as a result of this RFP.

5. Contractor Equipment and Equipment Maintenance/Repair/Replacement/Relocation:

A. Equipment.

Contractor shall provide new or certified like new large capacity vending machines that are:

- 1) At no cost for all current District locations and mutually agreed upon additional locations;
- 2) Newest "state of the art" technology;
- 3) Equipped to provide thermal overload protection and all necessary safety devices;
- 4) Able to accept coins (combinations of nickels, dimes, and quarters) and dollar bills;
- 5) Enabled with a debit/credit card reader in desired areas where applicable;
- 6) Tamper proof counters and coin return mechanisms;
- 7) Approved by the Underwriter's Laboratories, Inc., the National Sanitation Foundation, National Automatic Merchandising Association, and the Los Angeles County Health Department; and
- 8) Have vending equipment serial number and instructions (including telephone number) that will provide information for emergency service, customer service requirement and/or customer refund.
- 9) It is preferred that the Contractor will position equipment where there is an existing power outlet/line. If a new power outlet/line is requested by Contractor at a District location, the cost will be charged to the Contractor.

Notes: If District utility facility modifications are required, the cost of those modifications will be Contractor's responsibility. If needed, Contractor to provide preventive measures for vandalism, such as, cage enclosures, etc.

B. Equipment Maintenance/Repair/Replacement/Relocation.

Contractor shall:

- 1) Provide at no cost, 24-hour, 7 days a week on-call maintenance and repair service for all Contractor provided vending equipment with a commitment for less than 24-hour response time.
- 2) Maintain a program of regular preventive maintenance and replacement of worn, damaged, vandalized or malfunctioning equipment.
- 3) Make regular routine inspection of the equipment locations.
- 4) Ensure that equipment that cannot be returned to full service within two (2) working days of notification shall be replaced with equipment similar in design and quality. Response time shall not exceed four (4) hours.

- 5) Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
 - 6) Provide prior notice of equipment removal, replacement or relocation within reasonable time
 - 7) Maintain, at its expense, the vending machines, including any meters, electronic monitoring systems, electronic sales equipment and special attachments, in proper working order and promptly make all necessary repairs and replacements of parts.
 - 8) Provide schedule that describe how vending machines will be improved upon, changed out or upgraded.
 - 9) Any equipment that requires relocation will be picked-up within 3 - 5 working days.
- C. District shall have the right to inspect any and all vending machine at any time for sanitation and housekeeping reasons and conduct bacteriological examinations (if required) of the vending machines and products vended that the District deems appropriate. Contractor will supply the District, a designated representative with the necessary means to access all vending machines. District agrees to notify Contractor in advance whenever such access is required.
- D. District shall have the right to determine at any time during the period of this Agreement that any of the vending machines are no longer required. These vending machines, that are no longer required, shall be promptly removed by the Contractor at the Contractor's expense.

6. Financial Arrangement:

A. Contractor shall:

- 1) Process any up-front payments within sixty (60) days from the District's approval of Agreement. After initial up-front payments, any yearly payments to be processed before July 31 of that year.
- 2) Implement an effective and efficient system to refund payments when vending machines are not working.
- 3) Provide a statement report of all vending sales for each machine to the District by the 5th business day of the month for the previous month. Report will include the following information:
 - (a) Machine number, type and location
 - (b) Vended quantity and price per machine or item
 - (c) Total sales by coin, bill and card with commissions per machine or time if applicable
 - (d) Commission percentage per machine or item
 - (e) Reporting period
 - (f) Starting and ending meter readings
- 4) Process vending sales commissions payment monthly or once every 4 weeks.

B. Any re-pricing for vending products are to be proposed by the Contractor and approved by the District.

C. District shall have the right to request review and reconsideration of prices judged to be excessive and the Contractor agrees to disclose actual cost of any item(s) reviewed. The District will not unreasonably deny modest price increases.

D. Contractor's books, records, invoices, delivery slips and other pertinent documents relating to the operations of its vending services at the District will be subject to inspection and audit at any time during normal business hours by District staff or its external auditing firm.

E. Refunds.

1) Contractor shall:

- (a) Have an efficient and effective method of providing refunds to the public where the machine is not in good working order. Refunds will not be deducted from gross receipts for the purpose of computing commissions due to Rio Hondo College.
- (b) Provide to the District's satisfaction, a system for keeping track of refund payments and insure refunds are replenished as necessary
- (c) Provide an acceptable customer refund policy, procedure and execution plan for vending machines.
- (d) Process refunds within seven (7) working days of the occurrence.

2) For the purpose of tracking commissions, refunds and vending machine failures, Contractor will develop policy, procedures and execution plan that will identify the performance of machines, type of machines, and location.

7. Beverage Selection:

A. Contractor will be required to provide its complete line of Beverage products.

B. District will have the option to use, at the sole subjective discretion of the District, any and all Beverage products produced by Contractor. The District and Contractor will discuss which products are to be dispensed by Contractor.

8. Product Recall/Replacement/Delivery:

A. Contractor and District will work together to develop delivery schedules and times that are mutually acceptable to fulfill the Beverage demands on District premises. This is to include vended product, syrup, bottled product and all related paper items. No less than twice a week deliveries will be accepted.

B. Contractor shall notify the District immediately of any quality issues including recalls, upgrades and product warnings that may affect product and/or equipment performance.

C. All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.

D. If and when the Contractor enters new Beverage categories (i.e. canned energy drinks), produces new Beverage products or makes changes to existing products, the District and the Contractor will decide whether those Beverage products will be sold on campus during the term of the Agreement.

9. Contractor Personnel:

- A. Contractor's employees shall be subject to District regulations regarding personal behavior and use of the District facilities.
- B. Contractor's employees will be subject to removal from campus at the request of the District for serious violations or offensive conduct to District employees or its students.
- C. Contractor's employees shall wear appropriate uniform identifying them as employees of the Contractor.
- D. District reserves the right to regulate and limit parking and access to student areas. District or authorized Designee will approve parking locations.
- E. Contractor's shall ensure that its employees comply with all posted campus speed, traffic and parking requirements.
- F. Contractor will comply with all applicable government regulations.
- G. Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Contractor understands that harassment of any student or employee of the District with regard to ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
- H. Contractor will provide emergency repair/service personnel who will respond to service request(s) within 24 hours.

10. Transition/Implementation Meeting:

- A. District and Contractor agree to participate in a transition/implementation meeting (See Exhibit C) at least thirty (30) business days prior to commencement of Term. The meeting should include discussing an implementation plan for vending equipment (even if Contractor currently don't provide those machines) and other equipment. If the transition meeting is not held by such time, the commencement of the Term shall be postponed accordingly. District must approve this plan before it is implemented.
- B. District will welcome suggested actions by Contractor which would make the transition seamless and successful, including any contingencies, which may restrict Contractor from a successful transition.

11. Expectation Sessions:

- A. District and Contractor agree to participate in Expectation Sessions throughout the term of this Agreement with a minimum of one (1) per contract year to review business and goal setting.

12. Contractor Program Administration:

Contractor will provide the following major account management and administration functions:

- A. Develop and maintain collaborative relationship with the District by assigning an Account Executive/Manager that can deliver excellent customer service and able respond to any District query within a reasonable period (within 3 - 5 working days).
- B. Maintain District account in regards to correct product pricing.
- C. Quarterly usage reports during the term of the Agreement at no additional cost to the District. Reports should include purchases by product SKU and be detailed by month.
- D. Quarterly meetings between Contractor's Account Manager and the District to discuss operational activities, marketing programs and/or resolve any open issues.
- E. At a minimum, quarterly inspection of equipment to ensure it is being maintained properly.

13. Transition Cooperation:

- A. Contractor agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the District or another Contractor.

14. Utilities:

- A. District agrees to provide all necessary utilities at no cost to the Contractor. It is understood that District approvals are required for all installations.
- B. District will make every reasonable effort to inform Contractor of scheduled utility shutdowns, unexpected utility failures or vandalism but will not be liable for loss of product or equipment.
- C. Contractor agrees to supply, install and maintain utility cords, tubing, etc., so as to comply with all applicable health, safety and building code requirement(s).

15. Contract Continuation:

- A. Upon expiration of this Agreement, provided the Contractor makes such service generally available to other commercial customers, the District may elect to extend the terms and conditions of this Agreement for not more than six (6) additional consecutive month-to-month terms without liability for conversion fees.
- B. The District agrees to pay Contractor rates, charges and fees as prescribed in the Agreement and to give the Contractor 30 days' notice of such election to continue services.

16. Parking:

- A. District will provide access to District Parking Lots and a parking permit for the sales rep to deliver weekly bottle and can orders at the Rio Café and Bookstore.
- B. Marked service vehicles will be permitted on District property if traffic circulation is not obstructed.
- C. All Contractor vehicles must abide by the campus traffic regulations and be operated in a safe and responsible manner.
- D. All parking will be regulated through the District Parking Services Department.

EXHIBIT B: Bidder Information Form
RFP No. 2099 Beverage Vending Rights

Bidder should fill out the following:

| | |
|--|--|
| Authorized Representative (Name & Position) | |
| Company Name | |
| Address | |
| Phone Number | |
| Email Address | |
| Signature | |

EXHIBIT C: Transition/Implementation Meeting RFP No. 2099 - Beverage Vending Rights

Definition:

Transition/Implementation Meeting is a meeting that is always held prior to starting a new service at the District.

Objectives:

- A. To start-up the new service in accordance with District expectations.
- B. To provide for a solid foundation upon which to build a long lasting and mutually beneficial relationships.
- C. To articulate and gain consensus of Contractor's objectives/expectations from the business relationship.

Participants:

- A. District: District liaison(s) and at least one (1) of the following executives: Superintendent/president, VP Finance, Director-Contract Management and Vending Services, Facilities/Maintenance Manager.
- B. Contractor: Sales Director or District Manager responsible for the Agreement and (if identified) the General Manager ultimately responsible for Contractor's performance. Upper Management should attend on "as needed" basis.

EXHIBIT D: Sample Agreement
RFP No. 2099 Beverage Vending Rights

RIO HONDO COMMUNITY COLLEGE DISTRICT
Beverage Vending Rights Agreement

THIS AGREEMENT is made and entered into this XXth day of Month, 2023 ("Effective Date") at Whittier, County of Los Angeles, State of California, by and between the Rio Hondo Community College District, ("District"), and TBD ("Contractor"). District and Contractor are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement: The Agreement sets forth the terms and conditions upon which District retains Contractor as described in Exhibit A "Statement of Work".

Article 2. Term:

- A. The term of the Agreement is three (3) years ("Initial Term") from effective date and with option of two (2) one (1) year term ("Renewal Term") upon mutual agreement of the Parties, unless terminated by either Party.
- B. In the event this Agreement expires, and Contractor continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to the financial terms until terminated by either party on sixty (60) days' prior written notice.
- C. District and Contractor shall participate in a transition meeting (See Exhibit C for details) at least seven (7) business days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, District and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

Article 3. Services to be Performed: Contractor hereby agrees to perform the services set forth in this Agreement and Statement of Work ("Exhibit A") to the satisfaction of the District.

Article 4. Licenses and Permits: The Contractor, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.

Article 5. Independent Contractor:

- A. Contractor is an independent Contractor. The Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, Medical Insurance, Student Health Services, State Unemployment Compensation or Worker's Compensation. The Restaurateur assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

B. Contractor shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 6. Employee Benefits: Contractor shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Insurance:

- A. The Contractor shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions the following:
1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of \$1,000,000 per occurrence / \$4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
 2. Fire Damage with minimum limit of \$1,000,000 per occurrence
 3. Worker's Compensation and Employers Liability - As required by applicable state law.
 4. Automobile Liability insuring owned and non-owned vehicles (when on District Property)
- B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation ..
- D. The District may require provision of a copy of the insurance policy in its entirety. Contractor agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 8. Audit and Inspection of Records: At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Contractor shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Contractor will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 9. Confidentiality and Use of Information: Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's business affairs, but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

Article 10. Administration of Agreement: This Agreement shall be administered on behalf of the Parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT:**

Stephen Kibui
VP, Finance and Business
Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 463-7088
Email: skibui@riohondo.edu

For **CONTRACTOR:** TBD

Article 11. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 12. Termination for Cause: If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause .. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void .. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity ..

Article 13. Termination for Convenience: Either Party may terminate the Agreement at any time without penalty upon sixty (60) days' prior written notice.

Article 14. Indemnity: Except as otherwise expressly provided herein, Contractor and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 15. Conflict of Interest: Prior to execution of this Agreement, Contractor shall disclose in writing to District any and all compensation, actual or potential, which Contractor may receive in any form from a Party other than the District as a result of performance of this contract by Contractor. If Contractor becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Contractor shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Contractor shall disclose any financial interest that Contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 16. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Contractor without the express written consent of District and without such consent all services hereunder are to be performed by Contractor, its officers, agents and employees.

Article 17. Compliance with Applicable Laws: Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 18. Equal Opportunity and Affirmative Action Employer: Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees.

In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 19. Permit(s) / License(s): Contractor and all of Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

Article 20. Non-Waiver: The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 21. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 22. Governing Law/Venue: The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 23. Attorney's Fees: If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 24. Amendments to Agreement: All provisions of the Agreement shall remain in effect throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 25. Regulations and Access: District will make reasonable procedures for use and occupancy of the Premises and shall give Contractor written notice thereof. Contractor's authorized representatives shall have access to the Premises at all times. District grants Contractor approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Contractor.

Article 26. Entire Agreement: This Agreement, Agreements incorporated by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

Article 27. Incorporated Documents:

- A. RFP No. 2099 - Beverage Vending Rights (RFP Packet, Exhibit A and any addendum and bulletins issued)
- B. RFP No. 2099 - Exhibit A: Statement of Work
- C. Bidder Proposal dated Month, Day, Year

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

CONTRACTOR

DISTRICT

TBD
TBD
TBD

Date

Stephen Kibui
VP, Finance and Business
Rio Hondo Community College District

Date

RHC Board Date: Month Day Year

Appendix A : Historical Sales & Vending Unit Quantity

| Location | Vending Machine Qty. | 2022-2023 Cases | 2021-2022 Cases | 2020-2021 Cases | 2019-2020 Cases | 2018-2019 Cases |
|--|-----------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Rio Cafe/Campus Foods | 0 | 2062 | 908 | 0 | N/A | 4053 |
| Rio Hondo Follett Bookstore | 0 | 1303 | 275 | 0 | N/A | 4498 |
| B&C Total | | 3365 | 1,183 | 0 | N/A | 8551 |
| Rio Hondo Pico Ed Center | 1 | 9 | 0 | 0 | N/A | 11 |
| Rio Hondo El Monte Ed Center | 1 | 0 | 0 | 4 | N/A | 4 |
| Rio Hondo Fire Academy | 1 | 23 | 14 | 28 | N/A | 41 |
| Rio Hondo College | 21 | 1319 | 781 | 191 | N/A | 1611 |
| Rio Hondo S. Whittier Ed Center | 1 | 0 | 0 | 2 | N/A | 2 |
| FSV Total | | 1351 | 795 | 224 | N/A | 1670 |
| Grand Total | 25 | 4716 | 1978 | 224 | N/A | 10221 |

*Numbers are reflective of the move from in-person instruction to remote instruction due to the pandemic. Data is not available for 2020-2021.