

**HEMET UNIFIED SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL RFP 2022-05**

**DISTRICT WIDE BEVERAGE AND SNACK VENDING SERVICES**

**FOR FISCAL YEAR(S) 2022-2023**



**HEMET UNIFIED SCHOOL DISTRICT**

**1791 WEST ACACIA AVE.**

**HEMET, CA. 92545**

**RFP DUE DATE**

**June 22, 2022**

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HEMET UNIFIED SCHOOL DISTRICT  
1791 West Acacia Ave.  
Hemet, Ca. 92545

NOTICE CALLING FOR PROPOSALS FOR RFP 2022-05  
District Wide Beverage and Snack Vending Services  
FOR FISCAL YEAR(S) 2022-2023

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the “District”, will receive up to, but not later than 2:00:00 PM., on June 22, 2022, proposals for the award of District Wide Beverage and Snack Vending Services.

Proposals shall be received at:

Purchasing Department  
Hemet Unified School District  
1791 W. Acacia Ave.  
Hemet, Ca. 92545-3637

Firms who are desirous of securing plans, specifications and proposal forms may do so from the Purchasing Department, Hemet Unified School District. Please email requests to: [purchasing@hemetusd.org](mailto:purchasing@hemetusd.org) or find proposal forms on district website at [bit.ly/3sXnJ8u](https://bit.ly/3sXnJ8u)

The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

BY ORDER OF THE GOVERNING BOARD  
Dawn Bray  
Director of Purchasing  
Hemet Unified School District

## **BACKGROUND**

The Hemet Unified School District is pleased to issue this Request for Proposal (RFP) for District Wide Beverage and Snack Vending Services.

The Hemet Unified School District is located in western Riverside County and services a diverse geological area of approximately 840 square miles. Schools within Hemet Unified's jurisdiction consist of small schools in rural mountain and foothill communities and larger suburban schools in valley flatland areas. The District's current projected ADA including county school placement and adult education averages around 22,000. The district operates thirteen K-5 elementary schools, three K-8 schools, four middle schools (6-8), and four comprehensive high schools (9-12). In addition, the District operates a continuation school, community day school, two independent study schools, a charter high school, and adult education and preschool programs.

HEMET UNIFIED SCHOOL DISTRICT

RFP 2022-05-District Wide Beverage and Snack Vending Services

## Interested Bidder Form

Attention Bidders: Please email this sheet to Erica Del Rosario at [edelrosario@hemetusd.org](mailto:edelrosario@hemetusd.org) in order to participate in RFP.

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

Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please contact Dawn Bray, Director of Purchasing at [dbray@hemetusd.org](mailto:dbray@hemetusd.org) or Erica Del Rosario at [edelrosario@hemetusd.org](mailto:edelrosario@hemetusd.org) if you have any questions regarding this RFP. The above information will be used to send addendums for this request for proposal to all potential bidders who received the proposal from the District.

## **INSTRUCTIONS TO PROPOSERS**

### **SECURING DOCUMENTS:**

Documents can be accessed on the District's website or by emailing to:  
[purchasing@hemetusd.org](mailto:purchasing@hemetusd.org).

**SCOPE OF WORK** The Services are described in the specification/scope of services section and lists the description of work for the District. Vendors are required to carefully read the specifications and project requirements before submitting proposals. Any questions regarding the type of work performed may be addressed to **Dawn Bray, Director of Purchasing via email at dbray@hemetusd.org**. Questions regarding proposal documents or contractual issues should be addressed to Dawn Bray, Director of Purchasing, at [dbray@hemetusd.org](mailto:dbray@hemetusd.org).

**The contract term will be for the Fiscal year 2022-2023.**

### **PROPOSER RESPONSIBILITIES**

**READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A PROPOSAL. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER PROPOSALS YOU MAY HAVE RECEIVED FROM THIS OFFICE.**

Before submitting a proposal, each firm is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to the Request for Proposal. If you submit a bid, it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this bid and contract.

The governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the proposals.

FURNISH THE FOLLOWING WITH ALL BIDS: (FORMS FOR THIS INFORMATION AND INSTRUCTIONS FOR THESE FORMS ARE INCLUDED IN THIS BID PACKAGE). FAILURE TO SUBMIT ALL FORMS WITH THE BID MAY RESULT IN REJECTION OF THE PROPOSAL.

1. Proposal Form
2. Non-Collusion Affidavit
3. Worker's Compensation Certificate
4. Statement of Qualifications.
5. One (1) original and one (1) digital copy on thumb drive of the proposal.

ACCESSIBILITY. The Contractor shall fully inform them regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. They shall exercise due and particular caution to determine that all parts of their work are made quickly and easily accessible.

AUTHORIZED SIGNATURES. Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the Hemet Unified School District, any agent submitting a proposal on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

Upon request of the Hemet Unified School District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL Contract will be awarded to vendor that complies with all the requirements prescribed in the proposal/contract documents including panel interviews and scores highest on the DISTRICT's assessment which includes but is not limited to pricing.

PROPOSAL FORMS. Proposals shall be made on the blank forms prepared and provided by the Hemet Unified School District. Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the proposal, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be

furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

PROPOSAL PREPARATION. All proposals must be prepared and submitted using only the proposal schedule, proposal sheet, questionnaire and other forms included in the proposal package. Proposals prepared on any other forms may be rejected. All forms must be complete, and all information must be typed or written in ink.

State numbers in both words and figures where so indicated. If there is a conflict in the words and the figures, the words shall govern. Both unit and extended prices must be shown on proposal forms when spaces are provided. In the event of an error in the extension of proposal prices, unit prices will prevail.

PROPOSAL SUBMITTAL. Proposals shall be submitted in a sealed envelope bearing on the outside the name of the firm presenting said proposal, firm's address and the project name and bid number for which the bid is submitted. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Proposer's authorized representative may withdraw proposals only by written request received before Proposal Opening.

PROPOSER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed proposal will be interpreted to mean proposer has agreed to all the terms and conditions set forth in the pages of this request for proposal.

CANCELLATION OF PROPOSAL. The Hemet Unified School District may cancel this proposal at any time.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or

ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all proposal forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the bid or contract. The submission of a proposal shall constitute an acknowledgement upon which the Hemet Unified School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

**DEADLINE, PROPOSAL SUBMITTAL. Per Government Code Section 53068, Proposers shall submit their proposals by the "Proposal Submittal Deadline". The "Proposal Submittal Deadline", is shown on the general information page. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Proposers shall submit their proposals on or before June 22, 2022, by 2:00:00 P.M. Proposals will not be opened before the time set for receipt. Late proposals will be returned unopened.**

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the date and time set for opening may render a proposal non-responsive. The documents that must be returned by proposal opening time is listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

ANTI-DISCRIMINATION. It is the policy of the District that in connection with all work performed under contracts; there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with government Code Section 12900 and Labor Code Section 1735. In addition, the bidder agrees to require like compliance by any subcontractors.

EXPERIENCE AND COMPETENCY. The Successful Bidder shall be skilled and regularly engaged in the general class or type of service called for under the contract. The Successful Bidder shall also have no less than **three (3) years'** experience in the magnitude and character of the service bid. It is the intention of the Hemet Unified School District to award a contract to a Bidder who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work



successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, the Hemet Unified School District will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

INDEMNIFICATION AND INSURANCE The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against the Owner that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive Thirty(30) days cancellation.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

- (c) Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work.

The Contractor shall provide the insurance as set forth in the contract and as follows:

The amount of comprehensive general liability insurance shall be **\$3,000,000.00** per occurrence for bodily injury, personal injury and property damage. And, subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**.

Automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.

Worker's Compensation and Employer's Liability shall be set in accordance with sections 3700 and 3800 of the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** per accident for bodily injury or disease.

The contractor shall also defend, indemnify, protect, and hold harmless Hemet Unified School District and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by the contractor's failure to comply with all or of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the proposal.

OFFERS OF MORE THAN ONE PRICE. No person, firm or corporation shall be allowed to make, or file, or be interested in, or submit more than one proposal for the same work.

OTHER FORMS. All Firms must submit the following forms, enclosed in the proposal:

- A. Proposal Form.
- B. Non-Collusion Affidavit.
- C. Worker's Compensation Certification.
- D. Statement of Qualifications.

PERMITS AND LICENSES. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and off of his/her employees shall secure and maintain in force such licenses and permits as required by law. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State and Local laws.

PRICES. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Bidder's authorized representative. Prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the scope of services are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection

QUALIFICATION OF BIDDERS. Each bidder shall be skilled and regularly engaged in the general class or type of service called for under the contract. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of the Hemet Unified School District to award a contract to a proposer who furnishes satisfactory evidence that their firm has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Hemet Unified School District will weigh any evidence that the Proposer has performed satisfactorily within other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the Proposer with which the District will contract for services, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered specified in the contract documents. To this end, each proposal shall

be supported by a statement of the Proposer's experience on the form entitled "Statement of Qualifications", which is a part of the contract documents.

QUESTIONS, INTERPRETATION, OR CORRECTION OF DOCUMENTS. Questions regarding this proposal may be addressed to Dawn Bray, Director of Purchasing, at [dbray@hemetusd.org](mailto:dbray@hemetusd.org).

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The Hemet Unified School District reserves the right to reject any or all proposals or any part of a proposal and to waive any irregularities or informalities in the proposal or RFP process.

RULES FOR SUBMITTING PROPOSALS.

Proposal Submittal Deadline. **The Proposal Submittal Deadline is: June 22, 2022, at 2:00:00 P.M. Proposals must arrive in the Purchasing Department, 1791 W. Acacia Ave., Hemet, Ca. 92545, by deadline, Per Government Code 53068, late proposals will not be accepted and will be returned unopened to the vendor.**

Proposers are solely responsible for ensuring their proposal is received by the Purchasing Department in accordance with the proposal requirements, before the proposal Submittal Deadline, and at the place specified. The Hemet Unified School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Hemet Unified School District.

SEVERABILITY. If any provision or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

WITHDRAWAL OF PROPOSAL. A Proposer may withdraw any Proposal he/she has submitted at any time prior to the hour set for the due date and time, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn.

WORKERS COMPENSATION. In accordance with the provisions of section 3700 of the Labor Code, the successful bidder as contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with the District the Certificate of Workers Compensation prior to performing the work under this contract.

## TERMS AND CONDITIONS

AGREEMENT. Submission of a signed proposal will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Notice to Contractors/bid solicitation. Bidder's signed bid and District's written acceptance or purchase order shall constitute a contract.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

AWARD OF CONTRACT. Rejection of any and all proposals, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract. Owner reserves the right, without any liability, to cancel the award of any proposal at any time before the full execution of the Agreement between Owner and Contractor. Owner reserves the right to award contracts to separate bidders for project expediency.

EXPENSES. The Hemet Unified School District shall not be liable to the Contractor for any costs or expenses paid or incurred by the Contractor in performing services for the District.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Hemet Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to Acts of God, war, or acts of public enemy, pandemic, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the County of Riverside, State of California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

RIGHTS RESERVED.

- (a) *Rejection of Work.* Contractor agrees that the Hemet Unified School District has the right to make all final determinations as to whether the work has been satisfactorily completed.
  
- (b) *Completion of Work.* If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the Hemet Unified School District reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

TAXES. Service provider acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of the Contractor's compensation shall be subject to withholding by the District for payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

TERMINATION. The District, may, at any time, with or without cause, terminate this agreement and compensate the Contractor only for services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by the Contractor. Notice shall be deemed given when received by the Contractor, or not later than five (5) days of mailing, whichever is sooner.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the District. The term for this proposal shall be for 2022-2023 Fiscal Year(s) (July 1, 2022 through June 30, 2023). The District reserves the right to continue the contract with the Contractor selected, or seek new proposals at the end of the contract term.

TOBACCO, ALCOHOL, DRUGS. The Hemet Unified School District is a Tobacco, Alcohol and Drug Free district. The Contractor and employees will not use any tobacco, alcohol or drugs while on school district property. Violations of this Board of Education mandate will result in immediate removal of the person from district property.

**SCOPE OF WORK  
AND  
SCORING METHODOLOGY**

## SPECIAL INSTRUCTIONS AND SCOPE OF WORK

Services/Scope of Work: The Hemet Unified School District is requesting **sealed** proposals for an agreement from vending companies to provide beverage and snack vending services to the District school sites and departments. The District will award an agreement to one company to provide vending and snack services, including installation and maintenance of vending machines for carbonated and non-carbonated products, such as water, fruit/vegetable juices or flavored drinks, and other drinks, as well as appropriate snack items to our District Office, Elementary, Middle and High School staff lounge locations. Machines may be added or deleted as necessary at the request of the District.

The District, in agreement with a Vendor, will provide appropriately priced, quality beverage and snack products to staff while providing a commission back to the District. All commission checks must be paid to the District. All commission checks will be delivered to the Assistant Director of Fiscal services for disbursement to sites.

Proposers must clearly present evidence that they are a competent and qualified company capable of providing the products and services detailed in the Request for Proposal. Furthermore, all proposers shall, in their submitted proposals, detail their experience and qualifications to provide the product and services requested.

The Hemet Unified School District is located in Riverside County, California. The District serves the city of Hemet.

The District supports over 3,500 employees at the District Office and 28 school sites, which includes fifteen elementary schools, four middle schools, four comprehensive high schools, one charter school, and four alternative schools.

Proposal Preparation: This proposal shall be for an agreement to provide beverage and snack vending services to the District based on the specifications and requirements of this RFP. Proposers must provide all information requested in this RFP and provide any additional information requested by the District.

It is the intent of these specifications to outline the minimum requirements for District Wide Beverage and Snack Services. **The successful Contractor shall have all necessary licenses and permits for services provided which meet all state and local codes and regulations.**

Questions: All questions regarding this solicitation will be addressed to Mrs. Dawn Bray, Director of Purchasing, via email at [dbray@hemetusd.org](mailto:dbray@hemetusd.org).

Proposal Submittal: Proposers will be required to submit with their proposals all potential product names offered for sale in the vending machines provided to the



District. Proposals are due in the Purchasing Department by the submittal deadline **in a sealed envelope or package**, with the proposal number, date and time due, displayed on the package or envelope. **The RFP submittal deadline is June 22, 2022, at 2:00:00 P.M.** Proposers shall submit their proposals on or before the due date and time. The receiving time in the Purchasing Department will be the governing time for receipt of proposals. Proposals will not be opened or revealed before the time set for receipt.

Term of Agreement. The initial agreement shall be effective August 1, 2022 through June 30, 2023, and may be renewed annually, if mutually agreed upon, with a total agreement period not to exceed five years.

Award. Award of this proposal will be made to the highest ranked proposer determined by the Evaluation Criteria per the specifications of the RFP.

Services. Vendor shall provide full-service vending machine services for the sale of Permitted Beverage and Snack Products on District property. Vendor's services shall include, but not be limited to furnishing product (as required), stocking vending machine equipment, and servicing and maintaining equipment in accordance with the terms, conditions, requirements and specifications set forth.

Equipment. Vendor shall supply vending machines. Machines shall be visually appealing to faculty in order to enhance sales. All machines shall be new, newer or recently refurbished inside and out, and well lighted. District may inspect the machines prior to accepting the proposal. Proposals shall include all power requirements necessary for each proposed piece of equipment, dimensions of equipment, space requirements, energy usage, and other technical specifications. The District prefers that Vendors provide vending machines with either an Energy Star label verification.

Products for Sale. The awarded vendor will monitor movement of different products as well as new items to maximize availability of more frequently used products and will vend products at reasonable prices.

Vendor must provide a list of potential beverage and snack items that will be offered for sale in the various machines. Any new products that are to be added over the course of this agreement must be submitted for evaluation prior to being added to the list of approved vending items.

Nutritional Information/Labeling. Upon request, Proposer shall provide a complete nutrient analysis of the products offered. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. All products provided are required to carry legible, open code dating on each can or bottle and must indicate pack code or expiration date. If code is encrypted, vendor must provide key from manufacturer to decode information.

Customer Service and Repair Service. Vendor will service all machines and will perform all routine, monthly inspections to provide any preventive maintenance and necessary repairs. Each Vendor's proposal shall include the machine service schedule. Units will comply with food safety, health and sanitation standards.

Refunds. To ensure maximum convenience to staff at each location, Vendor will provide change refund boxes, or other type of change refund mechanism by the Vendor for use by District Staff. Amounts of change shall be provided and replenished regularly by the successful Vendor to facilitate refunds in a prompt and orderly fashion.

The Vendor's proposal shall provide clear information on the vending machines including how the customer may obtain immediate refund of money lost to any vending machine. The process must be in agreement with regular District operations with no additional burden to the District.

Reports/Commission. Vendor will pay a percentage of gross sales each month to the District and submit a spreadsheet outlining total sales per site by machine to the District's Fiscal Services Department. Vendors will not deliver commission checks to school sites. Reports shall show gross sales, purchase price, redemption values, taxes, rebates and commission earned for each machine. All commissions shall be paid to the District by the 15<sup>th</sup> of the following month and shall be accompanied by the computerized statement. Quarterly and annual reports will be required as requested by the District. **The commission is a percentage of gross sales less all applicable taxes.**

Commission Structure. The successful proposer shall provide the commission structure selected by the District, while maintaining competitive pricing of vended products, as well as the highest standards of service. Commissions shall be based on gross sales less applicable sales tax and cash redemption value. The successful bidder will absorb all costs due to abuse, pilferage, theft, breakage, damage, and/or vandalism of vending machines, and such costs shall not be deducted from commissions payable in accordance with the bidder's proposal.

## SUBMITTAL FORMAT AND CONTENT

### GENERAL

Each proposal package should be presented so that it can be readily viewed and labeled in the order outlined below. The order in which items are presented is important, as District evaluators will follow this order. **It is required that one (1) unbound original and one (1) digital copy be submitted.**

### CONTENTS

1. **Business Organization-** State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation, if as a corporation, include state in which it is incorporated. If appropriate, state whether your vendor is licensed to operate in the state of California.  
State the number of years your vendor has been in business and the total number of employees, size of service personnel staff, and all other information pertinent to your company's qualifications for this project.
2. **Ability to Perform** - Proposers shall provide a transition plan, including a timeline, for the installation of all vending machines assuming a agreement is awarded to your vendor. Proposers shall also outline their maintenance and service plan for all vending machines installed at District locations.
3. **Key Personnel** - Indicate the individuals (along with telephone numbers, fax numbers and email addresses) who will be dedicated to this project and to servicing the District. Please specify in detail the names, titles, addresses, telephone numbers, fax numbers, email addresses and the specific responsibilities each will have in this project.
4. **Product Line** - Proposers shall list all the beverages and snacks available for vending.
5. **Price/Compensation** - Proposers shall list the prices that will be charged to the customer as well as the commission rate, which will be paid to the District for all vended items.
6. **Product and Service Benefit Summary** - Proposer shall also include on a separate page(s), a detailed written summary of the product and service benefits that the Proposer believes will be derived by, the District, from their products and services.
7. **Prior Experience/References-** Indicate the prior experience of your vendor in providing the beverage and snack services and product detailed herein. This portion of the proposal should include all other similar projects performed by your vendor, especially those performed for large, California school districts, or large California public sector organizations. Provide a minimum of three (3) school districts, public agencies and/or large organizations for which your company successfully provided beverage-vending services. All references shall include client name, full address, phone number, and management contact. The District reserves the right to interview, and if applicable, visit reference clients.

1. Company Name \_\_\_\_\_

Address \_\_\_\_\_

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

Contact Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Provide the dollar amount and description of the products and services provided.

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2. Company Name \_\_\_\_\_

Address \_\_\_\_\_

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

Contact Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Provide the dollar amount and description of the products and services provided.

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3. Company Name \_\_\_\_\_

Address \_\_\_\_\_

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

Contact Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Provide the dollar amount and description of the products and services provided.

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**Questions.** All questions, interpretations or clarifications, either administrative or technical must be submitted via email by **4:00:00 P.M. on June 14, 2022** and directed to Dawn Bray, Director of Purchasing at [dbray@hemetusd.org](mailto:dbray@hemetusd.org). Answers and/or Addenda will be posted on the website on June 15<sup>th</sup> by 4P.M.

**Selection Process.** An evaluation panel will review and analyze the RFP's received and may choose to conduct interviews of all, some or none of the Vendors. Be advised that award may be made without interviews or further discussion.

Proposals will be evaluated by the District on a variety of criteria as described below, which includes, but is not limited to, experience with similar projects, ability to perform, product line and price/compensation. Based on this review of the Proposals, and any potential interviews, the District shall rank the proposals, with the top-ranking going to the Proposal deemed most advantageous to the District. The District will award an agreement to the proposer with the most advantageous proposal based on the above-described evaluation. This means the lowest pricing or highest compensation proposal may not be selected. The District may, at its sole discretion; award to a proposer based on their proposal alone and without further consideration or the District may interview several proposers.

#### **Evaluation Criteria**

**Experience with similar projects** - The District will consider the Proposer's references, past performance and history providing product and service of similar scope, size and complexity.

Possible Points: 0-20

**Ability to Perform** -The District will review the Proposer's transition plan including the installation, service, and maintenance of all vending machines at District sites.

Possible Points: 0-20

**Product Line** -The District will review the Proposer's beverage and snack product line available for vending.

Possible Points: 0-10

**Price/Compensation** -The District will analyze the reasonableness of the product pricing compared to local market rate and proposed commission rate.

Possible Points: 0-50

**Agreement Award**

The Governing Board of the District reserves the right to accept or reject any or all RFPs, to select a qualified vendor with or without interviews and to negotiate with any or more than one of the responsible submitters. Submitters shall be responsible for any and all expenses that they may incur in preparing proposals. Responses received from this RFP will be used as the foundation for the development of an agreement and agreement with specific provisions subject to review, negotiations and approval of the Hemet Unified School District Board of Trustees and District Superintendent or his designee.

**Rejection and Waiver of Proposals**

This request for information does not commit the District to award an agreement or pay any costs incurred in the preparation of a proposal in response to this request. The District reserves the right to accept or reject any or all proposals received, to negotiate with qualified vendor(s) or cancel the request, and to waive any minor irregularities in the proposal or proposal process.

The District may require the vendor to submit additional data or information the District deems necessary to substantiate the costs presented by the vendor. The District may also require the vendor to revise one or more elements of its proposal in accordance with agreement negotiations.

## GENERAL TERMS AND CONDITIONS

### WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME  
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

### Insurance.

Vendor shall carry and maintain during the entire term of this Agreement the following insurance coverage:

- a. Comprehensive general liability insurance shall be **\$3,000,000.00** per occurrence for bodily injury, personal injury and property damage. And, subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**. Automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.
- b. Workers' Compensation Insurance shall be set in accordance with sections 3700 and 3800 of the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** per accident for bodily injury or disease. in such amounts as may be required by law, and
- c. Vendor shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District's governing board's approval of the Agreement or prior to the first day of service or delivery of products hereunder, whichever occurs first, which certificates shall be endorsed as follows:
  - i. This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension. Cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.
  - ii. The certificates of insurance and insurance policies required under this Agreement shall name the District indemnities named in the Request for Proposal as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the period provided in subsection (c) above, the District may declare the Agreement unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.
  - iii. The insurance companies providing the insurance required under this Agreement must be "A+ or A++" rated or better as reflected in "Best's Keys Rating Guide" and be subject to the District's prior written approval, which shall not be unreasonably held.
  - iv. Proof of insurance coverage must be provided for any contractor or sub-contractor personnel.

#### Product Quality Control.

The District reserves the right to discontinue service of all or any portion of any agreement resulting from this RFP for any reason determined by the District to be detrimental to the health and welfare of school personnel, or failure to meet agreement specifications or wholesomeness standards, and to hold the vendor in default. All products received under this agreement shall be processed and stored according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Proposer's plant is located or by the applicable federal standards, whichever are higher.

#### Prices of Vending Operations.

During the term of the agreement, as the need for other products arises or new products are developed, the District reserves the right to add these other available items to this agreement, at a price to be negotiated between the District and the Vendor, and which shall be subject to the terms and conditions of this agreement. This unit price will remain in effect until either party notifies the other of a price change but in no case, more frequently than at the anniversary date of the award. Written justification will be required at the time of the request for a price change. Any change will be mutually agreeable to both parties and incorporated into the Agreement by written amendment.

#### Health and Safety Requirements.

The Vendor shall comply with all state and local health and sanitation regulations relating to product storage and maintenance of the vending machines, and comply with District safety requirements.

#### Equipment.

All vending machines shall be modern and of the latest machine technology, have bill change capabilities, be electrically efficient, have unit sales verification by the District or its representatives.

The vending machines to be installed shall remain the sole responsibility of the Vendor who shall have the right at any reasonable time to ask for removal and/or replacement of the machines as mutually agreed. The District assumes no responsibility for these machines, but shall exercise reasonable care to permit only authorized Vendor personnel to remove or repair any of the machines. The Vendor shall be responsible for cleanliness of all vending machines.

Vendor is to provide and install all cages and protective housing necessary to protect vending machines. The successful Vendor shall absorb all costs due to abuse, pilferage, theft, breakage, damage, and/or vandalism of vending machines, and such cost shall not be deducted from commission's payable in accordance with the Vendor's proposal.

Vendor shall be responsible to contact the District for approval of machine installation prior to moving, adding or removing any machines at any school site.



In the event of District owned utilities needing repair, i.e. water lines, drain lines and power lines it will be the responsibility of the Vendor to immediately notify the District.

The locations of vending machines, number of vending machines and types of products sold from vending machines will be specifically negotiated by the District and the successful Vendor.

All such furnishing and installation of equipment and services shall be at no cost to the District. The District, in consultation with the Vendor, shall determine for each District location the specific machine locations and products. Additionally, all machines under this Agreement shall have automatic sales counters that can be used for sales verification by the District or its representatives.

All vending machines shall be modern and of the latest machine technology; have bill change capabilities, be electrically efficient; have unit sales counting capabilities; and be aesthetically acceptable to the District. The vending machines shall be quiet and non-disruptive to the activities on District property.

The vending machines to be installed, at school campuses or district offices, shall remain the sole responsibility of the vendor who shall have the right at any reasonable time and with 30 days written notice to the District to remove and/or replace specific machines.

The vendor shall be responsible for the maintenance and cleanliness of all vending machines and their proper operations, at all times and at no cost to the District. Vendor shall assume all responsibility for damage to the vending machines caused by neglect; vandalism, or any other cause outside the District's control.

All vending machines shall meet Federal Handicapped Requirements in that all controls be located between two and four feet from ground level. The machines shall be double insulated and grounded. Replacement of existing machines or additional machines may be required as facilities are expanded or volume of sales increases. The machines that are added or substituted for old ones must meet the same specifications as the machines installed at the commencement of the Agreement and must be approved by the District.

Equipment Maintenance and Repair Response Time.

The Vendor shall be responsible for the ordinary maintenance and repair of vending equipment and any other equipment it provides for use on District property that is vendor owned during the term of this agreement. The Vendor shall respond, with machine replacement or repair service, within two (2) business days to all calls regarding defective and/or inoperable machines.

Non-Collusion.

By submitting and signing the proposal, the vendor is certifying that the proposal document is genuine and not a sham or collusive, and not made in the interest of any person not

named and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Electricity.

The District shall furnish; at no cost to the Vendor, the electric power necessary for the operation of the vending machines. A projection of the maximum annual electric cost and maximum aggregate annual electrical consumption per machine shall be provided to the District. Vendor shall provide information detailing the amperage of the machines and electrical consumption. Excessive power consumption will be reviewed during the course of this agreement and such machines evaluated by the District as utilizing excessive power must be replaced by the Vendor at no cost to the District. Vending machines placed on District property shall be required to provide, at no cost to the District, an energy efficient control/regulation device to control/regulate power consumptions.

The District shall not be required to install or relocate any electrical outlet in order to provide electrical power to vending machines at desired locations. All such costs shall be the responsibility of the Vendor. Additionally, each vending machine installed shall be connected on its own electrical circuit. Any new electrical outlets or circuits (inclusive of materials and labor) required shall be provided by the Vendor at no cost to the District. The District must approve the use of electrical cords for vending machine power that are longer than ten feet (10').

The Vendor shall request permission, in writing to install additional outlets, circuits, or move existing electrical outlets for the initial installation. All such installation or relocation of electrical outlets must be approved by the District's Director of Facilities and/or Director of Maintenance and Operation. All requested and approved electrical outlet or circuit additions and relocations shall be done by an electrical vendor duly licensed in the State of California. All work performed must be done in full compliance with state and local building, electrical and safety codes and regulations. All electrical work shall be subject to District inspection. Any re-work deemed necessary by the District inspectors, due to code non-compliance, shall be done at Vendor expense and no cost to the District.

Compliance with Laws and Relations.

The vendor shall comply with federal, state and local laws, regulations, and industry standards. The vendor shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec 8350 et. Seq.

Withdrawal of RFP.

The Proposer may withdraw its proposal by submitting a written request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the District contact person identified in this RFP. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Reservations.

The District reserves the right to cancel this RFP at any time prior to agreement award without obligation in any manner for proposal preparation, fee negotiation or other marketing costs associated with this RFP. The District further reserves the right not to agreement for the services described in the RFP.

District may reject any or all proposals and may waive any immaterial deviation(s) in a proposal. District's waiver of an immaterial deviation shall in no way modify the **RFP** documents or excuse the Proposer from compliance with the other provisions of this RFP.

Confidentiality and Disposition of Proposals.

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information and proprietary information, as clearly marked by Proposer, contained therein shall become public documents subject to the Public Records Act. Proposer must notify the District in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. The District shall have sole discretion to disclose or not disclose such material subject to any protective order, which the proposer may obtain.

Costs.

Costs of preparing a Response in response to this RFP are the sole responsibility of the Respondent.

Fingerprinting and Drug-Free Policy.

The successful vendor shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug Free Workplace Certificate.

Ownership of Bids. All proposals submitted become property of the Hemet Unified School District. The district reserves the right to make use of any and all information or ideas contained in the bids. These bids when submitted become public information and are subject the Freedom of Information Act requests from the general public. Any ideas, trade secrets, or proprietary or confidential information submitted by the vendor must be stamped as such; however, this may not preclude the district from releasing such information if requested to do so. Entire bids designated as confidential may be rejected by the district.

Terms and Conditions. The terms and conditions of this RFP are applicable and considered part of the award and subsequent agreement.

Termination of Agreement. If at any time, in the opinion of the Hemet Unified School District, upon recommendation of the Purchasing Department; (1) provider fails to conform to the requirements of this agreement; (2) provider seeks relief under any law for the benefit of insolvent or is adjudicated bankrupt; (3) any legal

proceedings are commenced against provider which may interfere with the performance of the agreement; or (4) provider has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the agreement, notice thereof in writing may be served upon him, and should he neglect to provide means for a satisfactory compliance with the agreement, as directed by the Hemet Unified School District's Board of Education within the time specified by said notice the Hemet Unified School District in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the agreement. Any excess of the cost arising there from will be charged against the provider and his sureties, who will be liable thereof. In the event of such termination, all monies due the provider or retained under the terms of the agreement shall be forfeited to the Hemet Unified School District; but such forfeiture will not release the provider or his sureties from liability for failure to fulfill the agreement.

Assignment of Work. Work assignments made at any time during the agreement period shall be completed under the terms and conditions of the Agreement.

Vendor Fingerprinting. During the entire term of the Agreement, the Vendor, including all sub contractor entities and their employees, shall fully comply with the provisions of California Education Code Section 45125.1 when the Hemet Unified School District determines that the Vendor's employees and/or employees of sub-contractor entities will have contact with Hemet Unified School District pupils in performance of the work of this agreement. Vendor shall not permit any employee or sub-contractors to perform any services until the Department of Justice has determined that the employee has not be convicted of a felony or has not felony criminal charges pending as defined I Education section 45122.1. Vendor shall certify in writing that all of his/her employees and all sub-contractor employees, present or new hires, have not been convicted of a serious or violent crime or is awaiting adjudication of same. This certification shall be provided by Vendor to the District prior to any of the Vendor's employees, or subcontractor's employees coming into contact with District pupils.

Preparation of Proposal Form. Proposals shall be submitted on the prescribed Proposal Form, completed in full. All proposals items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

Form and Delivery of Proposals. The proposal must conform and be responsive to all Agreement Documents and shall be made on the Proposal Form provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a

sealed envelope, addressed and hand delivered or mailed to the DISTRICT Purchasing Office at 1791 W. Acacia Ave., Hemet, CA 92545 and must be received on or before the bid deadline (Public Agreement Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Agreement designation and the date and time for the opening of bids. **It is the proposer's sole responsibility to ensure that its proposal is received prior to the bid deadline.**

Proposal Requirements. The proposer, if awarded the Agreement, will execute the Agreement within ten (10) working days after notice of award of the Agreement, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification are in effect, all within ten (10) working days of the notice of award of the Agreement or as otherwise requested in writing by the DISTRICT.

Signature. Any signature required on Agreement Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Agreement for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

Erasures, Inconsistent or Illegible Proposals. The proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

Examination of Facilities and Agreement Documents. At its own expense and prior to submitting its Bid, each Bidder shall examine the Agreement Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the proposer, at any time prior to the scheduled closing time for receipt of proposals. No proposer may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

Bidders interested in more than one Proposal. No person, vendor or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the DISTRICT. A person, vendor, or corporation that has submitted a sub proposal to a proposer, or that has quoted prices of materials/services to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Agreement.

Award of Agreement. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the Agreement, if made by the DISTRICT, will be by action of the Governing Board and to the highest ranked proposer determined by the Evaluation Criteria per the specifications of the **RFP**. If two identical bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Agreement Code Section 20117. In the event an award of the Agreement is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within ten (10) working days after the notice of award of the Agreement to bidder, the DISTRICT may award the Agreement to the next ranked responsive and responsible bidder or reject all bidders.

Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the Agreement shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Agreement Documents. labor Code Section 1861.

Anti-Discrimination. In connection with all work performed under this Agreement, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

Indemnification and Insurance. Vendor shall hold harmless, indemnify and defend (with counsel acceptable to the District), the District's: their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities. Claims, losses. Damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the beverage and snack products, (b) Vendor's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder or any other negligent behavior or willful misconduct of Vendor, or (c) any breach or default by Vendor under this Agreement. The indemnification shall be in addition to other indemnification contained in the Agreement Documents. The Vendor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive Thirty (30) days cancellation.

Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Agreement Code, each bid must be accompanied by a Non-collusion affidavit. If there is reason to believe that collusion exists among the bidders, the Hemet Unified School District may refuse to consider bids from participants in such collusion. No person, vendor, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, vendor, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested. If there is reason to believe that collusion exists among the bidders, the Hemet School District may refuse to consider Bids from participants in such collusion.

Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to

fingerprinting of employees and must complete the District's Criminal Records Check Certification.

Force Majeure Clause. The parties to the Agreement may be excused from performance during the time and as to the extent that they are prevented from performing by any acts of God, fire, strike or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other part, provided that the nonperformance is not due to the fault or neglect of the part who does not perform.

Prohibited Interests. No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, approve, or take part in negotiating, making accepting or approving this Agreement, shall become directly or indirectly interested financially in this Agreement or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.

Protection of Persons and Property. The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the execution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the Bidder's risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b).

Proposer Claims. If the Proposer shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, Bidder shall, within five (5) days after sustaining of such damage, make to the DISTRICT a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which such damage shall have been sustained the Bidder shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and shall not be entitled to consideration for payment on account of any such damage.

No Waiver. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

Law to Govern; Venue,



This Agreement is made, entered into and executed in Riverside County, California and the Parties agree that any legal action, claim or proceeding arising out of or connected with this Agreement shall be filed in the applicable court in Riverside County, California. The Parties further agree this Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

Attorney's Fees, Costs, and Expenses.

In the event of any dispute between the District, and Vendor pertaining to this Agreement or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses Incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

## EQUIPMENT LOCATIONS

<u>Location</u>	<u>Drink Machine Quantity</u>	<u>Snack Machines</u>
1. Hemet High School	1	1
2. West Valley High School	1	1
3. Rancho Viejo Middle School	1	1
4. Acacia Middle School	1	1
5. Diamond Valley Middle School	1	1
6. Harmony Elementary School	1	1
7. Cawston Elementary School	1	
8. Ramona Elementary School	1	1
9. McSweeny Elementary School	2	2
10. Valle Vista Elementary School	2	1
11. Bautista Creek Elementary School	1	1
12. Jacob Wiens Elementary School	1	1
13. Winchester Elementary School	1	1
14. Whittier Elementary School	1	1
15. Academy of Innovation	1	
16. HUSD Nutrition Center	1	
17. HUSD Maintenance	1	1
18. HUSD Transportation	1	1
19. HUSD District Office	1	1
20. HUSD Student Services	1	

All vending machines are typically located indoors in office areas and faculty lounges that are only accessible to staff and not students. During the term of the agreement, additional equipment may be installed if approved by the Director of Purchasing and/or Assistant Director of Fiscal Services.

# MANDATORY FORMS

**BID PROPOSAL PAGE**

Name of Proposer: \_\_\_\_\_

**To: Hemet Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."**

1. The undersigned proposer, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Proposal Form, Proposal Form Price Sheet, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, and Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Proposal Documents), the local conditions affecting performance and the cost of performance, hereby proposes and agrees to be bound by all the terms and conditions of the Proposal Documents and agrees to perform, within the time stipulated, everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform and complete in a good workmanlike manner everything required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with the following:

**PROPOSAL FORM  
RFP NO. 2022-05: DISTRICT WIDE BEVERAGE AND SNACK VENDING  
SERVICES**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, on file at the office of the **Hemet Unified School District** for the sums as set forth in this Bid Form.

Name of Proposer \_\_\_\_\_

**BASE PROPOSAL:**

The undersigned, having carefully examined the information for Proposers, Agreement Forms, General Conditions and Drawings, if applicable, prepared by the Hemet Unified School District, 1791 West Acacia Ave., Hemet, CA 92545 for agreed upon Beverage and Snack Vending Services, hereby submit to listed pricing for the specified services. Vendor guarantees that all services meet the specifications listed, unless otherwise stated herein. In order to establish an equitable framework from which to base a comparison of all proposals submitted, the proposers shall submit their costs for such Services on the lines below. The pricing formula proposed, will be the same formula the proposer will use for determining actual costs of routes provided by the District if awarded the agreement. Any changes to the formula proposed will be negotiated with the District prior to award of an agreement or only with the District's approval after the award.

The listed beverages and snacks are examples of the types of items currently sold at District locations. Please list and provide brand, volume, vending prices and commission rates on the below proposal sheet. **Vendors are requested to Include a listing of all brands of beverages and snacks that they have rights to provide as part of this vending proposal.** All pricing submitted as the vend price must include the vending price, tax, and CRV.

Any alternate commission plan that companies wish to propose, may do so on separate pages and submit with this RFP.

Product	Brand	Vending Price
Bottled Water 20 oz		
Carbonated Water 12 oz		
Carbonated Drink 12 oz		
Diet Carbonated Drink 12 oz		
Chips		
Candy		

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Commission Rate Percentage %

1. Each individual proposal term shall be determined from reviewing all portions of the Proposal Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Proposal Documents, whether or not expressly listed or designated.
2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. It is understood and agreed that if written notice of the award of a agreement is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, and Tobacco Use Policy Certification, within five (5) working days of the notice of award of the agreement, or as otherwise requested in writing by the District.
4. Communications conveying notice of award of the agreement, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.
5. The name(s) of all persons interested in the bid as principals are as follows:  


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6. In submitting this proposal, the proposer offers and agrees that if the proposal is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the agreement. (Government Code section 4550 et seq.).
7. The undersigned hereby warrants that the bidder has all appropriate licenses, at the time of the bid opening, that such license entitles bidder to provide the services, that such license will be in full force and effect throughout the duration of performance of any awarded agreement. Bidder shall be nonresponsive if the Bidder is not licensed as required by the Districts at the time of the bid opening.

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"<sup>11</sup>) in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
9. It is understood and agreed that if requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the awarded agreement.
10. Time is of the essence.
11. The required non-collusion declaration is attached as required by Public Agreement Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
12. The District reserves the right to award agreement(s) to the highest ranked proposer determined by the Evaluation Criteria
13. The Information Required of Bidder form has been fully completed and is attached hereto

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_

Signed by \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_

Signed by \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed by: \_\_\_\_\_ President, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ President

Signed by: \_\_\_\_\_ Secretary, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Secretary

(Seal)

A corporation awarded the agreement shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



**PROPOSAL RESPONSE FORM**

The work will be performed in accordance with the requirements outlined in the specifications and scope of work, and will be performed by the personnel identified in the proposal. The Contractor will enter into an agreement with the District in the form submitted with this Request for Proposal.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name of Signer Date

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Business Web Address

**STATEMENT OF QUALIFICATIONS**

1. Business name, address and contact information:

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2. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. E-mail: \_\_\_\_\_ Website URL: \_\_\_\_\_

4. Type of firm: (check one)

5. Individual  Partnership  Corporation  Joint Venture

6. Identify the Respondent’s interest and qualifications in providing health plan coverage/services as outlined.

7. Summarize/describe how the Respondent meets the minimum requirements as described herein.

**8. Background, Financial Capacity & Management Structure:**

- a. A brief history of the company;
- b. Key differentiating factors and areas of expertise;
- c. Length of time providing such services, and
- d. Location of California offices.

**9. Company Personnel and Qualifications:**

- a. Location(s) from which employees will be assigned.
- b. Names of senior members who will be responsible for working with the District on the services provided.
- c. Enclose a resume with qualifications and experience for the proposed staff.

**STATEMENT OF QUALIFICATIONS (continued)**

**REFERENCES**

1. Have you ever had any direct or indirect business, financial, or other connection with any official, employee, or consultant of the District? Yes  No

a) If Yes, identify and elaborate and discuss any potential, apparent, or actual conflict of interest:

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2. Each proposer must include the following reference information:

a) List at least three clients for whom you have provided similar services. Include the names, addresses, telephone numbers, and e-mail addresses of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Name	Address	E-mail Address	Phone Number
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

**LEGAL**

1. Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? Yes  No

a) If Yes, provide the name of the public agency and brief:

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2. Have you ever had a services agreement terminated for convenience or default in the prior five (5) years? Yes  No

a) If Yes, provide details including the name of the other party:

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3. Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? Yes  No

a) If Yes, provide details:

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**LEGAL(continued)**

4. Is your Business, owners, and/or any principal or manager involved in or aware of any pending disciplinary action and/or investigation conducted by local, state or federal agency? Yes  No

a) If Yes, provide details:

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5. Will your firm comply with all District, local, state, and federal legal requirements, regulations, and laws? Yes  No

## SAMPLE AGREEMENT

### **RFP NO. 2022-05 DISTRICT WIDE BEVERAGE AND SNACK VENDING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_th day of \_\_\_\_\_ 20\_\_\_, between the **VENDOR**, hereinafter referred to as the Vendor, and the **HEMET UNIFIED SCHOOL DISTRICT**, a California public education institution hereinafter referred to as the **DISTRICT**. Vendor and District are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

**WITNESSETH** that the District and the Vendor for the consideration stated herein agree as follows:

#### **RECITALS**

- A. The District, has solicited proposals for the District-Wide Beverage and Snack Vending Services **RFP 20xx/xx-xx**, whereby the District may agree to a beverage and snack vending service use from the successful bidder(s).
- B. Vendor is the successful bidder under such Request for Proposal, the District and Vendor hereby desire to set forth their agreement with respect to District-Wide Beverage and Snack Vending services on the terms and conditions hereinafter set forth.

#### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made by the Parties and contained herein the Parties agree as follows:

#### **SECTION 1. TERM OF AGREEMENT**

This Agreement shall be valid from \_\_\_\_\_, **20xx** through \_\_\_\_\_, **20xx**. However, upon mutual agreement of Hemet Unified School District and the Vendor before the end of the Agreement period, the Agreement may be continued for an additional fiscal year. The parties may agree each year to continue the Agreement on a yearly basis for up to five one-year periods, including the **20xx-20xx** school year.

## SECTION 2. CONDITIONS

1. **Products and Services:** Vendor shall provide exclusive full-service vending machine services for the sale of beverage and snack products at select District locations. Vendor's services shall include, not being limited to furnishing product (as required), stocking vending machine equipment, and servicing and maintaining equipment in accordance with the terms, conditions, requirements, and specifications set forth within the Request for Proposal 20xx-xx. Vendor will monitor movement of different products as well as new items to maximize availability of more frequently used products and will vend products at prices mutually agreed upon as a result of this proposal.
2. **Product Availability and Nutritional Information.** Vendor must provide a list of beverage and snack items that will be offered for sale in the various machines. All nutritional information and ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration.
3. **Equipment.** District shall make available to Vendor some other unused vending machines free of charge. The vendor must take possession and haul away. Vending machines placed at select District locations shall be new, newer or recently refurbished inside and out, and well lighted. Vendor to provide vending machines with either an Energy Star label verification or equipment unit was a vending energy miser.
4. **Repair Services.** Vendor will service all machines and will perform all routine, monthly inspections to provide any preventive maintenance and necessary repairs. Vendor shall provide the machine service schedule and comply with food safety, health and sanitation standards.
5. **Refunds.** Vendor will provide change refund boxes, or other type of change fund mechanism by the Vendor for use by District Staff. Amounts of change shall be provided and replenished regularly by the Vendor to facilitate refunds in a prompt and orderly fashion.
6. **Commission.** Vendor will pay a percentage of gross sales each month to the District and submit a spreadsheet outlining total sales per site by machine to the District's Fiscal Services Department. Reports shall show gross sales, purchase price, redemption values, taxes, rebates and commission earned for each machine. All commissions shall be paid to the District by the 15<sup>th</sup> of the following month and shall be accompanied by the computerized statement. Quarterly and annual reports will be required as requested by the District. **The commission is a percentage of gross sales less all applicable taxes and rebates.**
7. **Insurance.** Vendor shall carry and maintain during the entire term of this Agreement the following insurance coverage:
  - a. Comprehensive general liability insurance shall be **\$3,000,000.00** per occurrence for bodily injury, personal injury and property damage. And, subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**. Automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.



- b. Workers' Compensation Insurance shall be set in accordance with sections 3700 and 3800 of the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** per accident for bodily injury or disease. in such amounts as may be required by law, and
  - c. Vendor shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District's governing board's approval of the Agreement or prior to the first day of service or delivery of products hereunder, whichever occurs first, which certificates shall be endorsed as follows:
    - i. This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension. Cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing.
    - ii. The certificates of insurance and insurance policies required under this Agreement shall name the District indemnities named in the Request for Proposal as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the period provided in subsection (c) above, the District may declare the Agreement unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.
    - iii. The insurance companies providing the insurance required under this Agreement must be "A+ or A++" rated or better as reflected in "Best's Key Rating Guide" and be subject to the District's prior written approval, which shall not be unreasonably withheld.
    - iv. Proof of insurance coverage must be provided for any contractor or sub-contractor personnel.
8. **Indemnification.** Vendor shall hold harmless, indemnify and defend (with counsel acceptable to the District), the District's: their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities. Claims, losses. Damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the beverage and snack products, (b) Vendor's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder or any other negligent behavior or willful misconduct of Vendor, or (c) any breach or default by Vendor under this Agreement. The indemnification shall be in addition to other indemnification contained in the Agreement Documents. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.
9. **Default Remedies.** The delivery of defective products and/or poor service, or the breach of any other term or provision of this Agreement by Vendor. shall constitute a "Default" of Vendor hereunder. Vendor shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the poor service and/or delivery of defective products. No cure period shall be provided Vendor with respect to any Default relating to the poor service and/or

delivery of defective products. If Vendor fails to cure the Default within the aforementioned cure period (or the Default relates to the poor service and/or delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Agreement by delivery of a written termination notice to Vendor. Immediately upon the delivery of such termination notice, this Agreement shall be terminated and all rights and obligations of the parties hereunder. Except those that expressly survive the termination of this Agreement, shall terminate and be of no further force or effect. In addition to the right to terminate the Agreement pursuant in the preceding sentence, the District may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure services, repairs and food products from other sources for the remaining term of this Agreement (including, without limitation, the difference between the price charged by such other sources for the service, repairs and food products and the price that would have been charged for the same or similar food products hereunder).

10. **Assignment.** Vendor shall not assign or transfer, by operation of law or otherwise, any or an of its rights, burdens, duties or obligations under this Agreement (or any part hereof) without the prior written consent of the District, which may be granted or withheld In the District's sole and absolute discretion.

### **SECTION 3. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES**

Each and every provision of law and clause required to be inserted into 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 this Agreement shall forthwith be physically amended to make such insertion or correction.

### **SECTION 4. TERMINATION FOR CAUSE AND CONVENIENCE**

The Hemet Unified School District reserves the right to immediately terminate any agreement resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Hemet Unified School District also reserves the right to terminate the contract immediately, with written notice to the Vendor, for convenience, if in its sole discretion that it is in the best interest of Hemet Unified School District to do so. The Vendor will be compensated for work performed and accepted and goods accepted by any member district as of the termination date if the contract is terminated for convenience of the Hemet Unified School District. Any award under this procurement process is not exclusive and the Hemet Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest of the Hemet Unified School District.

## **SECTION 5. NOTICES**

All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's Signature line to this Agreement, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Agreement, the term <sup>11</sup>business day<sup>11</sup> shall mean a day other than a Saturday, Sunday or any day on which the Agency is authorized or required by law to be closed.

## **SECTION 6. AUTHORITY TO EXECUTE**

This Agreement is duly authorized, executed and delivered by Vendor, is the legal, valid and binding obligation of Vendor enforceable against Vendor in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of Agreeing parties generally), and does not and will not violate any provisions of any agreement to which Vendor is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms and provisions hereof.

## **SECTION 7. AMENDMENT**

No amendment to or modification of the Agreement shall be valid unless made in writing and approved by the authorized representative of the Vendor and authorized representative of the District. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **SECTION 8. WAIVER**

Waiver by any Party to the Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this agreement. Acceptance by District of any work or services by the Vendor shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 9. LAW TO GOVERN; VENUE**

This Agreement is made, entered into and executed in Riverside County, California and the Parties agree that any legal action, claim or proceeding arising out of or connected with this Agreement shall be filed in the applicable court in Riverside County, California. The Parties further agree this Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

**SECTION 10. ATTORNEY'S FEES, COSTS AND EXPENSES**

In the event of any dispute between the District and Vendor pertaining to this Agreement or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**SECTION 11. ENTIRE AGREEMENT**

This Agreement and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Agreement and made a part hereof. The Agreement may be amended or modified only by a writing executed by both parties hereto.

**SECTION 12. SEVERABILITY**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**[Signatures on the following page]**

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Hemet Unified School District

VENDOR:

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

**ADDITIONAL INFORMATION**

Please provide any other information that may assist the District in ascertaining your qualifications, capability, and customer service under any resultant agreement.

SAMPLE

**HEMET UNIFIED SCHOOL DISTRICT  
NON-COLLUSION AFFIDAVIT  
NON COLLUSION AFFIDAVIT TO BE EXECUTED  
BY PROPOSER AND SUBMITTED WITH PROPOSAL**

**(Public Contract Code Section 7106)**

Contractor: \_\_\_\_\_

**State of California**            )  
  ) ss.  
**County of Riverside**        )

\_\_\_\_\_*(name of undersigned)*, being first duly sworn, declares and states that: he or she is the \_\_\_\_\_ *(position or title)* of \_\_\_\_\_ *(Contractor company name)*, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WORKERS' COMPENSATION**  
**(FORM MUST BE SUBMITTED WITH PROPOSAL**  
**LABOR CODE SECTION 3700**

"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 either as an individual employer or as one employer in a group of employers, 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 or her employees.

(c) For any. county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers, compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state that, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

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

\_\_\_\_\_  
Name of the Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5, commencing with Sections 1860 and 1861, 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 the contract.)



**VENDOR/CONSULTANT CERTIFICATION**  
**REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
*[Name of Vendor/consultant]*

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Hemet Unified School District, pursuant to the agreement/purchase order dated \_\_\_\_\_ and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Vendor will ensure the safety of pupils by one or more of the following methods:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Vendor/Consultant)

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

**VENDOR/CONSULTANT CERTIFICATION**  
**REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful *bidders/Vendors/consultants* pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a agreement or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each agreement or grant awarded by a State agency may be subject to suspension of payments or termination of the agreement or grant, and the Vendor, consultant or grantee may be subject to debarment from future contracts, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a agreement or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the agreement or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the agreement or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Hemet Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the agreement awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug- Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

VENDOR/CONSULTANT

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

Signature

**VENDOR CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO FREE CAMPUS POLICY**

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

DATE: \_\_\_\_\_

**VENDOR**

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

Signature



Christi Barrett, Ph.D.  
Superintendent

Darrin Watters  
Deputy Superintendent  
Tracy Chambers  
Assistant Superintendent  
Derek Jindra, Ed.D.  
Assistant Superintendent  
Jennifer Martin, Ed.D.  
Assistant Superintendent

**Professional Development  
Service Center**

1791 W. Acacia Avenue  
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(951) 765-5100  
Fax: (951) 765-5115

**Professional Development  
Academy**

2085 W. Acacia Avenue  
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**Governing Board**

Vic Scavarda  
Stacey Bailey  
Dr. Sumanta Chaudhuri Saini  
Rob Davis  
Megan Haley  
Patrick Searl  
Ross Valenzuela

  
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**TO: Vendors, Suppliers and Contractors**

This letter constitutes notice to District vendors and contractors ("Firm(s)") of the need to comply with economic sanctions imposed by the federal government and the State of California in response to Russia's actions in Ukraine ("Notice").

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

Your Firm, as a vendor with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Under the Federal Order and the State Order, failure to comply may result in the termination of your Firm's contract with the District.

If your Firm's contract with the District has a cumulative value of \$5 million or more, please provide a written response to the undersigned within thirty (30) days of the date of this Notice indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

The District thanks you for your attention to this important matter. Please notify the undersigned if you have any questions, although the District will not provide advice on how to ensure compliance with either the Federal or State Orders.

Sincerely,

**Dawn Bray**

*Director of Purchasing, Warehouse & Contracts*  
Hemet Unified School District  
951.765.5100 ext. 5600