



Dear Vendor,

The Kern Community College District Purchasing Department uses an online bid management system called Public Purchase. In order to begin, or continue to, receive bid notifications as a current vendor you must register with this new system. If you would like to do business with our District please complete the registration process detailed below.

INSTRUCTIONS

1. Register with Public Purchase:

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase previously please proceed directly to step 2.

2. Register with Kern Community College District:

A. Once you have received your activation email from Public Purchase log into www.publicpurchase.com and accept the terms and conditions of use.

B. Then click on the link below to start your registration process with the Kern Community College District. Begin by selecting the NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities.

<http://www.publicpurchase.com/gems/kccd,ca/buyer/public/home>

C. If, for any reason, the link below fails, you can follow the following procedure to complete the registration process:

Use the Public Purchase link in Step 1 and log in. Then click "Select Region," and "Select Agency." After selecting **Kern Community College District**, click on the "Register with **Kern Community College District**" on the right hand side of the **Kern Community College District** logo

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the Kern Community College District. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

Why the switch?

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by Government Agencies and their Vendors.

Benefits to Us

This eProcurement system is compliant with all Federal and State regulations, which determine the required procedures for Government Agency purchasing practices. This service will also create an up to date vendor database, which will be hosted on Public Purchase's servers and will allow suppliers to easily update and change their information as needed.

Benefits to You?

This eProcurement system will create a single location in which to view open Requests for Quotation and award information for previous RFQ's issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. *All of this is provided at no charge to you.*

If you need any assistance with this process, please contact Public Purchase at support@publicpurchase.com. Or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

Thank you for participating in the Kern Community College District vendor registration process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cammie Ehret-Stevens', with a large, stylized flourish at the end.

Cammie Ehret-Stevens
Purchasing & Contracts Manager



REQUEST FOR PROPOSAL # PC211019

**FOOD AND BEVERAGE KIOSK
AT KERN COMMUNITY COLLEGE DISTRICT
FOR
PORTERVILLE COLLEGE**

PROPOSAL SUBMISSION DEADLINE

Proposals submitted by: 2:00 p.m.
Date: October 19, 2021

Submit responses electronically through Public Purchase website at www.publicpurchase.com or through US Mail at the address listed below.

Proposals must be received by the due date and time to be considered.

Kern Community College District
2100 Chester Avenue
Bakersfield, California 93301

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- Attachment A. Financial Bid Form
- Attachment B. Vendor Statement of Intent
- Attachment C. Vendor Non-Collusion Affidavit
- Attachment D. Porterville College 2021-2022 Academic Year Calendar
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- Attachment F. Bidder Inquiry Form
- Attachment G. Porterville College KIOSK Floor Plan
- Attachment H. Existing Porterville College KIOSK Equipment List

GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for the management and operation of professional food KIOSK services to be used by the students, faculty and staff of Porterville College. Any resulting agreement will be between the supplier whose proposal is selected and the Kern Community College District ("District" or "KCCD").

1.2 District Contact Person

Submit responses electronically through the Public Purchase website at www.publicpurchase.com.

1.3 RFP Definitions

The following designations are used interchangeably and will apply for the purpose of this RFP:

The term "Kern Community College District," "Kern CCD," "KCCD," "District" or "Porterville College" as used in this RFP shall be construed to include its employees, officers and agents at its District Office and campuses.

The term "Vendor," "Candidate," "Supplier," "Bidder" or "Consultant" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP.

The term "Successful Vendor," "Successful Bidder" or "Awarded Vendor" shall mean the company awarded this contract.

1.4 Key Action Dates

Listed below are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective vendors.

First week Advertisement of RFP	September 21, 2021
Second week Advertisement of RFP	September 28, 2021
Deadline for RFP Questions	October 12, 2021 at 12pm
RFP Submission Deadline	October 19, 2021 at SP
Notice of Award	December , 202
	<i>Submitted to the Board of Trustees for Approval</i>
Anticipated Commencement Date	January 2022

1.5 Prospective Vendor Presentations

After review of the submitted Responses to the RFP, qualified Prospective Vendors may be invited to make oral presentations via Zoom during the week of October 25, 2021.

2. SCOPE OF PROPOSED SERVICES

Kern Community College District (“KCCD”) on behalf of Porterville College (“the College”) is seeking a qualified Vendor to furnish all financial resources, management, equipment, goods and supplies necessary to manage and operate professional food and beverage KIOSK services that will maintain and expand these services to the DISTRICT. The College’s overall goal in soliciting a Vendor is to provide the highest level of food and beverage service to the students, faculty and staff that are congruent with the equally important objective of the highest possible financial return to the College. It is essential that the food services operations are maintained and managed with maximum sensitivity to the needs and concerns of our students, faculty, and staff. Products, prices, and services shall promote confidence that the College is obtaining the best possible combination of quality, customer service and price and that the services are appropriate to the needs of the College. In addition, the College is seeking a commitment from a dedicated and professional Vendor willing to invest in the College’s food and beverage KIOSK service.

Please note: The District has an exclusive pouring rights agreement with PepsiCo, which will directly impact the food service operation.

2.1 Kern Community College District’s Profile

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

KCCD is geographically one of the largest community college districts in the United States, serving over 34,000 students. Our students represent a diversity of religions, economic backgrounds, sexual orientations, abilities, and ethnicities.

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

Today, education centers and sites in Delano, downtown Bakersfield, the

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

Porterville College

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

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

The population of the Porterville urban area is approximately 469,400 people. Porterville provides a quality of life that includes inexpensive housing, outdoor recreation, excellent elementary and secondary schools, and friendly neighbors.

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

2.2 Intent

It is the intent of Kern Community College District to contract with a qualified, professional, experienced Food and Beverage KIOSK management Vendor that will provide broad point of sale breakfast, beverage and lunch menu that includes healthy food options. The College expects Prospective Vendors to present a complete program for the management of the Porterville College Food and Beverage KIOSK operations and to include verifiable examples of successful programs. In addition to menus and prices, proposals should include a quality assurance program, promotional programs, and décor concepts, all in sufficient detail to allow the College to evaluate the intended operation from the standpoint of quality, cost, and service.

The Successful Vendor will provide full management services and turn-key operation of Porterville College on-campus Food and Beverage KIOSK. It is also the intent of the Kern Community College District to enter a contract and work collaboratively with the successful Vendor for the duration of the contract.

2.3 Overview of College Food and Beverage KIOSK Service Operations

The Porterville College Food and Beverage KIOSK operation provides Students, Faculty, Staff and campus visitors with a broad variety of pre-prepared, salads, pastry, burritos, sandwiches, side dishes, snacks and beverage products. The menu should be designed to meet consumer demand for all dayparts, including breakfast, lunch, and snacks. The District and Porterville College believe that as an educational institution, food service provided to the on-campus population should contribute to the College's educational objectives. Freshly prepared, well balanced, nutritional convenience items

should be included in the daily menu.

Porterville College's on-campus food and beverage KIOSK service sales occur from a single mobile KIOSK located in the center of the College campus with two optional locations. The Food and Beverage KIOSK is open during the Academic Year that includes the Fall and Spring Semesters instructional weeks and the six-week Summer Intersession. Food and Beverage KIOSK Service is offered during the Fall and Spring semesters daily, Monday through Friday, and Monday through Thursday during the Summer Intersession.

For the Academic Year 2021-22, the Food and Beverage KIOSK is scheduled to offer service on 188 College instruction days. Historically, food services have not been offered during periods of limited College instruction, including three to four additional weeks annually when only Health Care, Police and Fire Academy instruction occurs.

2.4 Food and Beverage KIOSK

The Porterville Food and Beverage KIOSK is in the quad of the Porterville campus and offers two locations. One location next to the Art Gallery and a second location next to the Science Math building.

2.5 Vendor's Responsibilities

The Successful Vendor selected based upon the RFP process will provide full-service management and operations of the on-campus Food and Beverage KIOSK to be provided at Porterville College. The Vendor will assume all costs of operation, including, but not limited the following:

- Cost of Operation
- Food products, kitchen, and server supplies.
- Taxes, insurance, and labor including wages, benefits, Social Security tax, Workers'
- Compensation and unemployment insurance.
- All uniforms, linens, towels, and laundry service.
- Paper goods and utensils.
- Routine sanitation and cleaning of KIOSK kitchen and service equipment necessary to the operation of food services including but not limited to cleaning solutions, degreasing chemicals for drains, other chemical treatments as required and preventative maintenance calls.
- Maintenance, Repair and Replacement of KIOSK appliances and equipment.
- Transportation and vehicle costs required for food service operation.
- Any costs associated with facility improvements or electrical upgrades required for additional Vendor provided equipment.
- Any replacement of District-furnished or District-supplied equipment intentionally damaged or destroyed by Vendor and/or its employees.

The College maintains separate contract(s) for vending machines. The Food and Beverage KIOSK does not include concessions for athletic events.

2.6 Implementation

The following statement is not to be interpreted as a disqualification of the current contract holder. To assure a successful changeover in Vendors for these services, the District requires that the successful Vendor have all equipment, schedules, and programs in place no later than January 15, 2022. An operational plan must be submitted for approval to Vice President of Finance and Administrative Services for Porterville College no later than 30 days after receipt of notice of award. This plan must be approved, prior to the successful Vendor starting.

3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS

3.1 Proposal Submittal Process

1. All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
2. Proposals shall be received by District, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic or facsimile proposals will be considered.
3. Corrections and/or modifications received after the specified closing time will not be accepted.
4. An authorized officer or employee of the responder must sign all responses.
5. Submit responses electronically through the Public Purchase website at www.publicpurchase.com.
6. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendor shall sign and date any Addenda Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
7. All proposals received by the District will be considered a "Public Record" as defined in California Government Code section 6252 and shall be open to public inspection, except to the extent of the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Vendors are advised that the District does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless necessary.

No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal and are specifically requested to be returned.

8. Interested Candidates shall register at www.publicpurchase.com to upload your response electronically.
9. The submission of an electronic proposal to the District is the sole responsibility of the vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the District after the specified deadline will not be considered.
10. The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.
11. The contract to be negotiated must include the following requirements, as requested by the District.

3.2. Proposal Validity Period

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

3.3. Withdrawal or Modification of Proposal

Proposals may be withdrawn or modified in writing and submitted via www.publicpurchase.com from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

3.4. Basis for Award

Proposal Evaluation Method

The contract resulting from this Request for Proposal, if any, shall be awarded to the most qualified and responsive, responsible bidder whose proposal is determined to be the most advantageous to the Kern Community College District, taking into consideration the evaluation factors set forth in this solicitation.

Evaluation Criteria

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

The District invites Prospective Vendors to include in their proposal other contributions beyond those requested in this RFP. These may include services, programs, and various forms of payment or contribution of funds by the Prospective Vendor, both for

(In the event that the Board does not approve the contracts for up to five years, the contracting period will then be for three years.) Additionally, the resultant contracts shall be in accordance with all special provisions, terms and conditions, and specifications set forth herein.

3.6. Termination of Contract

KCCD may elect to terminate the contract, in whole or in part, for its convenience, and such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract.

The successful Vendor may choose to terminate the contract, and the Vendor must give KCCD 90-days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention: Arlitha Harmon, Ph.D. Interim Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301. The successful Vendor shall be in compliance with all Federal, State and Local laws governing this invitation to bid.

3.7. Issuing Office

The KCCD is issuing this Request for Proposal (RFP) through the Business Services Purchasing & Contracts Department. The KCCD Business Services Purchasing & Contracts Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be submitted via www.publicpurchase.com prior to the deadline with a subject line: Amendments to RFP #PC211019.

3.8. Questions Regarding This RFP

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Proposal process, may request clarification by submitting written questions via www.publicpurchase.com. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted through the Public Purchase site at www.publicpurchase.com or by US Mail, using the attached Bidder Inquiry Form in Attachment "F"- no later than October 12, 2021 at 12:00 p.m.

3.9. Reimbursement of Costs

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing KCCD with additional information and making an oral presentation. KCCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

3.10. Protest Against Award

Any Vendor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed by the committee and bidders chosen for an oral presentation. All protest will be taken under advisement. Any protest received after that will not be recognized.

A protest of any Vendor proposal will be delivered to the Kern Community College District, Attention: Arlitha Harmon, Ph.D. Interim Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal working hours.

3.11 Qualifications of Vendor

Proposals will be considered from experienced companies who can demonstrate the capacity to meet all the needs stated in this RFP.

1. Name and address of operating firm, names of owners or principals of firm. Also include a completed W-9, Request for Taxpayer Identification Number and Certification.
2. Provide historical background and capabilities of Vendor's company relating to support services to community colleges and universities.
3. List and describe any claims or lawsuits that have been made against Vendor for non-performance or inadequate performance as a provider of carbonated and non-carbonated beverages and vending equipment.
4. Include a minimum of five (5) clients that the KCCD may contact for reference purposes. Provide the client entity name, primary contact name and title, phone number, e-mail and mailing address. Include references from any higher education institutions where the company provides similar service.

3.12 Suspension and Debarment

The Vendor certifies, for itself and all its designated partners, that neither the Vendor, nor any designated partners are under suspension or debarment by the LEA (Local Educational Agencies) or any other governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation as an attachment to this RFP form of why such certification cannot be made. A Vendor must verify its suspension or debarment status.

3.13 Responsibility and Notice of Any Change

It is the Vendor's obligation to see that the services provided are ongoing from and after the effective date of the Vendor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Vendor shall notify KCCD and the campus or LEA, by written notification if at any time during the term of the Vendor Contract or any Purchase Order, it changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are

suspended or debarred by any agency, LEA, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency or change.

3.14 Defaults

Default by Vendor: The District will hold the Vendor responsible for any damage which may be sustained because of failure or neglect to comply with any term or condition listed herein. It is specifically provided and agreed that time will be of essence in meeting the contract delivery requirements.

If the successful Vendor fails or neglects to furnish or deliver any of the materials supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the Vendor Contract, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is terminated in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made will be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor, or deducted from any funds due the Vendor.

3.15 Insurance Requirements

The successful bidder selected shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits:

- a. \$2 million per occurrence for Workers' Compensation, if required;
- b. \$1 million per occurrence for Comprehensive General Liability;
- c. \$1 million per occurrence for Automobile Liability;
- d. \$1 million per occurrence for Errors and Omissions insurance.

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

3.16 Hold Harmless Clause

The successful bidder shall hold harmless and indemnify KCCD from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the bidder or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused.
- b. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid.
- c. The successful Vendor at his own expense and risk shall defend any legal proceedings that may be brought against KCCD on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

3.17 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Vendor Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, throughout the trade, and freight embargoes.

The Vendor shall notify KCCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Vendor Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the force majeure event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of college campus written request such supporting documentation as KCCD may reasonably request. After receipt of such notification, the College Campus may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

3.18 Declaration of Non-Collusion

This RFP requires the Vendor to attest under the penalty of perjury that no collusion

took place in providing a response to this RFP. Vendors must complete the Vendor Non-Collusion Affidavit in Section C of this RFP. If a Vendor cannot answer yes to these questions, he/she/it will not be able to submit a response to this RFP.

3.19 Conflict of Interest

Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

3.20 Compliance With Civil Rights Law and Americans With Disabilities Act

The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP.

The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. Vendors must complete the Certification of Non-Discrimination in Section E of this RFP.

3.21 Work Hours and Safety Standards Act

In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CFR Part 5). Material Safety Data Sheet (MSDS) as required by California General Order 5194 for all products that contain hazardous substances with the products shipped.

3.22 Public Agency Clause

Public agencies are authorized by law to purchase off of a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the KCCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be “piggybackable” by other agencies in the state, if the awarded Vendor agrees.

KCCD waives any right to receive payment from other California agencies making purchases off the awarded contract. KCCD shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor, and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a “piggyback.”

4. GENERAL SPECIFICATIONS

4.1. Product Quality

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), Underwriters Laboratory, National Sanitation Foundation (NSF) and other relevant agencies. In the absence of grade labeling, the Vendor shall provide the District, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

The Vendor shall maintain rigid procurement procedures throughout the entire process or purchasing, receiving, storing and inventorying of all foods and direct supplies. However, the District is to receive the benefit of all quantity purchase rebates and discounts associated with purchases made on its behalf.

4.2. Pricing

After the first year of the Agreement, requests for retail and catering price adjustments for the ensuing year will be considered by the District no later than April 15th for potential implementation on or about August 1st. Denial by District of all or some price increase requests shall not be a breach of this Agreement.

All prices shall include applicable sales tax. Vendor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. Vendor shall hold harmless and indemnify the District from and against all claims or demands arising out of Vendor’s failure or refusal to collect and remit taxes applicable to its activities hereunder.

Prices shall be competitive with comparable menu items served by local commercial food operators and by other local area educational institutions. Requests for increases in the retail and catering will be based upon:

- Increases in the U. S. Department of Labor Regional statistics for labor cost increase in similar job categories.
- The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast should be used to justify the increase in food cost.
- U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increase in tax rates affecting labor cost should be applied.
- Changes in menu, points-of-service, additions or levels of service provided.
- Increases for similar portions/products in similar food operations in the Sacramento market area (a price survey will be required).
- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous twelve-month span.

The College may approve a temporary price increase due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize. For example, a freeze in South America results in destruction of a major portion of the coffee crop. With its temporary price increase request, Vendor shall submit documentation as to the impact on the wholesale price of the food item.

The College reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, the College will not unreasonably deny price increases.

4.3. Tender Types / Discounts

At a minimum, the Vendor shall accept cash, major credit cards and bank and prepaid debit cards as payment options for its Cafeteria customers. KCCD is in the process of putting in place a prepaid card system similar to those utilized by many retail companies for use at selected on-campus locations including Cafeteria facilities. In addition, the Vendor will work with the Porterville College – Vice President of Finance and Administrative Services to accept Porterville College Meal Cards, EOPS or other payment vouchers.

Department-direct charges may be established through the normal Porterville College Purchase Order and invoicing process. All Department charges must be submitted for payment by the Vendor no later than ten (10) days following creation of the charge(s).

There will be no faculty/staff discounts unless Vendor chooses to offer such discounts.

4.4. Invoicing

The Vendor is to invoice the District or requesting department for all food, beverage and service charges contracted for. Invoices and collections for special events, catering, or conferences not sponsored by the District shall be made by the Vendor. At the end of each year of the Agreement or on expiration of the Agreement, any unpaid accounts that are deemed uncollectible remain the liability of the Vendor.

Commission shall be paid to the District on catering sales in the period they are earned and charged, and not on the collection date. The Vendor shall not be reimbursed for commissions paid on uncollected accounts.

Payment of commissions related to all retail, catering and special contract sales shall be made to the District by the Vendor on or before the 20th day after the last day of the previous accounting period. One year from the effective date of this Agreement and each full year thereafter during the life of the Agreement, the Vendor shall pay the District that portion of commissions due, if any, to equal a guaranteed annual commission required in this Agreement. Payment shall be made by the 20th day of June and recorded as commission paid in the year a guarantee was due.

4.5. Sanitation and Health Codes

The Vendor shall provide daily housekeeping, cleaning, preventive maintenance, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. These facilities shall include areas used by the Vendor but not be limited to, production and serving areas, snack bars, carts, refrigerators, freezers, receiving and storage, trash and garbage. During the course of each business day, the Vendor shall have the responsibility to spot clean all associated areas. Drain and flush the grey water tank on the KIOSK trailer. Disconnect all utility connections and secure the KIOSK trailer. All food service areas inside and around the KIOSK shall be the sole responsibility of the Vendor.

- a. Training.** The Vendor shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest legal and generally accepted industry standards of sanitation and safety, and supervised in a “clean as you go” policy that will result in a clean and orderly facility at all times. At a minimum, at least one full time management person should have successfully attained a Certified Food Service Sanitation Professional designation. All other key management and staff employees should have successfully completed the National Restaurant Association’s “ServSafe” or equivalent program.

The Vendor shall maintain and make such records available all applicable training records for review upon District request.

- b. Cleaning Schedules.** The Vendor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat and sanitary appearance. Upon review and approval by the District, the schedules shall be posted and implemented within 30 days of the beginning of the Agreement.
- c. Ventilation Hoods & Fire Suppression Systems.** The Vendor shall be responsible for periodic cleaning of hood ducts, plenums, fans and related units. The Vendor shall retain responsibility for the regular cleaning of all interior and exterior surfaces as well as the filters (if applicable).
- d. Holiday Closures.** When the Food Service areas are closed for District vacations/holidays, these areas shall be left in a clean and ready-for-inspection condition.
- e. Food Handling/Sanitation/Safety Practices.** The Vendor's employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food.
- f. Linens & Uniforms.** The Vendor shall be responsible for providing cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels, and other related food service linens. Vendor employees and district employees shall be in uniform and wear a visible name tag identification at all times while on duty. Management shall be appropriately dressed (but not necessarily in uniform) and wear name tag identification.
- g. Employee Illness.** The Vendor shall not allow any food service employees to work with known illnesses which are transmitted through the air or via the food products, equipment or other mediums; open sores; or other symptoms. Any contagious disease such as hepatitis or COVID-19 must be reported immediately to the College's liaison as well as the District and local Health Department authorities.
- h. Pest Control.** The Vendor shall coordinate its deep cleaning and pest control procedures with District building management and be responsible implementing and sustaining measures to prevent infestation in accordance with the District's pest control measures. The Vendor shall have the responsibility for paying for all approved pest control procedures.
- i. Conservation/Recycling.** The Vendor is urged to purchase and promote the use of environmentally friendly post consume waste products. In addition, the Vendor is encouraged to recycle food, packaging, and other items to the extent that there are available markets and outlets for the products and which meet state and local sanitation and safety regulations.

j. **Garbage.** The District will provide for the removal of trash and garbage which has been delivered to the designated locations.

k. **Campus Sanitation Inspections.** The Vendor shall permit unrestricted access to its food service facilities and at catered events held outside of the District at any time by its employees or authorized representatives. Copies of all inspection and follow-up/corrective action reports shall be submitted to the District immediately upon completion.

4.6. Right of Inspection

The College shall have the right of inspection of all KIOSK areas including the operation of the Vendor with respect to the quality and quantity of food service, the method of service, opening and closing hours, coffee service or and generally with respect to use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the College. Authorized representatives of the College shall have the full right of access to all areas of the Cafeteria premises at any and all times.

4.7. KIOSK Facility Utilization

All use of Porterville College KIOSK and other facilities is restricted to Porterville College approved College events and functions. No usage of College facilities for non-College events is to occur without advance approval by the Porterville College – Vice President of Finance and Administrative Services. From time to time, the KIOSK operation may be given non-exclusive use of additional on-campus spaces as necessary and available to carry out the terms of this Contract as the College determines necessary, including such spaces as areas for equipment, related auxiliary equipment and supply storage. Subsequent modifications of space needs shall be subject to mutual agreement.

4.8. Facility Keys

Vendor will provide all locks and keys for the KIOSK. The Vendor shall be responsible for the cost of replacement of lost keys. If the District determines that keys lost by the Vendor or its employees could compromise District building or campus security, the Vendor shall be responsible for paying all costs associated with re-keying designated locations.

The Porterville College Office of Maintenance and Operations shall retain emergency keys to all facilities, storage areas or on-campus vehicles utilized by the on-campus KIOSK operation.

4.9. Utilities and Services Provided by Porterville College

a. **College Provided Utilities.** The College will provide utility services to the

KIOSK operation on a no charge basis, including HVAC, electricity, water, trash removal and pest control. The successful Vendor is expected to pay for telephone usage based on established College participation rates.

- b. Recycling.** The Vendor shall be required to participate in the District's recycling program. The Vendor shall remove all trash and recyclable materials and place them in the proper recycling containers as provided by the College.
- c. "Green" Practices.** The Vendor will utilize environmentally friendly practices whenever available, practical and efficient.
- d. Energy Conservation Efforts.** The Vendor agrees to implement maximum energy conservation techniques wherever possible and practical within the Porterville College KIOSK operation, including but not limited to the use of EnergyStar™ products where possible. Vendor further agrees to exercise care to minimize the usage of energy services according to established District and College energy conservation practices, regulations and policies.
- e. Campus and Facility Security.** Porterville College shall provide ongoing campus security services through the Office of Public Safety, including existing facility alarm system(s) at no charge to the Vendor.
- f. Internet Access.** The Vendor will be responsible for providing Internet access and required connectivity hardware, i.e., switches, routers, hubs, etc. as needed by the Vendor, either directly to the Cafeteria area or to the Porterville College Intermediate Distribution Frame (IDF) for wired distribution to the Cafeteria facility.

4.10. Equipment

The Vendor shall use the existing NEW KIOSK trailer, fixtures, and equipment located within the Porterville College KIOSK operation immediately upon commencement of the Contract. Any furniture, fixtures, and equipment in the KIOSK areas which the Vendor decides to no longer utilize in the operation of the KIOSK shall be turned over to the College. At the termination of the Contract, the Vendor will return the KIOSK trailer, any appliances, fixtures and related equipment to Porterville College in the same condition as at the commencement of the Contract, excepting normal wear and tear.

With respect to the KIOSK equipment provided by the District, neither the District nor individual college campus make any implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Vendor shall have the benefit of any warranty or guarantee given the District by the manufacturer or the seller of the equipment.

The Vendor, at its cost, shall provide any office machines necessary for the

management of the District's food service program including computers, printers, facsimile machines, copy machines, typewriters, calculators and similar items. If there are food and beverage items which must be transported by motor vehicle, the Vendor shall be responsible for providing: 1) a vehicle(s) suitable to the purpose; 2) adequate and qualified staff to operate the vehicle; and 3) appropriate insurance to cover the activity. The Vendor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Vendor's employees or agents. The Vendor's employees and sub-Vendors will not be permitted to use any District owned transportation equipment. Vendor shall abide by district policies and regulations regarding transportation activity.

4.11. Maintenance

The Vendor is responsible for the on-campus behavior of all its employees, agents or designated are properly using and caring for the equipment and facilities assigned to tit in the performance of its daily duties. The Vendor shall be responsible for making all repairs and performing all manufacturer/industry standards preventative maintenance procedures necessary to properly maintain and operate all College owned or purchased capital equipment, furnishings and building components.

In addition, the Vendor shall maintain a detailed record of all repairs and preventative maintenance service for each piece of equipment. In the event that Vendor negligence results in diminished or no performance, the district shall, at its option, require the Vendor to make and/or pay for the necessary repairs or replacements without charging such costs against the account.

4.12. Theft/Burglary

The Vendor shall be responsible for immediately reporting to the respective Campus Police and Vice President of Finance and Administrative Services any break-ins or unauthorized entries into the food service areas and all property losses associated therewith.

The Vendor shall exercise maximum security control over all cash, charge and sales transactions. The District shall not be responsible for theft or loss of the Vendor's cash or property. The Vendor shall be responsible for reporting to the District all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the Premises.

4.13. Marketing

The Vendor shall regularly implement advertising and promotional efforts to increase the visibility and image of each campus' food service program. At a minimum, the Vendor shall disseminate student, faculty and staff information brochures, catering menus, monthly, weekly, and daily menu calendars, and quarterly newsletters as well as maintain the appropriate portion(s) of each

college's website. Vendor may work with a college committee, such as, which will assist in coordination of surveys, promotional efforts and dissemination of information. Vendor shall cooperate with the Student Services regarding promotion and marketing of the student activity card.

4.14. Logos and Marks.

Vendor will utilize the Porterville College Logo or other Marks for identification purposes of all on-campus menus or other marketing collateral materials. Vendor Company transparency is desired by Porterville College, limiting the use of Vendor Company logos on Porterville College On-Campus KIOSK Program marketing communications and materials without prior approval of the Porterville College - Vice President of Finance and Administrative Services.

4.15. Licensing

It is expressly understood that the Vendor assumes sole responsibility of observance of, and complies with all provisions of Federal, State, and local laws governing or relating to the operation of food services. Vendor shall comply with statutory language imposed by the California Office of Environmental Health Hazard Assessment related to the Safe Drinking Water and Toxic Enforcement Act of 1986.

4.16. Assignment of Contract

The Vendor will not be permitted to assign the Contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of KCCD and the Porterville College – Vice President of Finance and Administrative Services, and then only subject to such conditions as the College may prescribe.

4.17. Accuracy of RFP Information

Kern Community College District and Porterville College have endeavored to provide throughout this RFP complete and accurate data, information and descriptions relating to the Porterville College On-Campus KIOSK Program. Regardless of the intent to provide true, accurate and complete information, the District and College recognizes the possibility of errors and omissions occurring within this RFP.

To provide clarification on any point of information provided within this RFP, a Prospective Vendor considering providing a Response to this RFP is invited to submit any questions for such clarification at www.publicpurchase.com.

Prospective Vendors considering submitting a Response to this RFP agree to hold Kern Community College District and Porterville College and its employees and agents harmless from any liability of any type associated with such errors and omissions.

5. SPECIFIC TERMS AND CONDITIONS

5.1. Product Availability

- a. The Vendor shall provide the College community with a full range of food and beverage products. The Vendor is responsible for scheduling deliveries of food and beverage items and supplies to ensure consistent product availability of all scheduled menu items on a daily basis within the Porterville College KIOSK operation.
- b. Vendor agrees to ensure the consistent availability of products capable of providing customers with an appropriate balance of nutritional requirements. For snack items, a minimum of 20% of the item variety available must meet some dietary requirement to qualify the product as “healthier”, i.e., low fat, low calorie, low carbohydrate, organic, all natural, fresh fruit, etc. Food is to remain available until the scheduled closing.
- c. The Vendor shall submit to the Porterville College – Vice President of Finance and Administrative Services a menu listing the “minimum daily menu variety and prices” being offered a minimum of six (6) weeks prior to the start of each Academic Semester or otherwise as requested by the College throughout the academic year. No changes to such variety and pricing during the Semester are to occur without advance approval by the College. Vendor also agrees not to reduce serving portions of menu products at any time without the advance approval by the College.
- d. The Vendor may, at any time, place additional items on the menu at prices fair and comparable to the basic daily menu. The Vendor may remove said additional items or change them if they are not sold in sufficient quantities to justify their continuance or if food costs of such items become prohibitive within the pricing framework. Also, the Vendor may establish “special” pricing for either on-menu or additional menu products and/or beverage items, either individually or in combination, as deemed by the Vendor appropriate to create incremental sales volumes.
- e. All serving stations and bars are to be kept well stocked during all designated serving times. The last customer is to be offered the same or equal range of choice as the first customer. Wrapping shall be both attractive and serviceable, and, if possible, recyclable. Food items at the serving stations shall be readily identifiable with attractive and individual labels noting the name and price of each. Additionally, nutritional specifications of all products should be in accordance with local, state and federal requirements. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served.

- f. No intoxicating liquors, including alcoholic beverages or drugs of any type, shall be kept, disbursed, sold or given away upon the premises of Porterville College without the express written consent of the College and in accordance with KCCD Board Policy the Vendor shall not offer for sale any Prohibited Items as established by the College unless specifically approved by the College in writing. The Vendor will withdraw from display or sale, any item or items, which the College requests not be displayed or sold.

5.2. Staffing and Employees

The Vendor, at its sole cost and expense, shall be responsible to appropriately and adequately staff the Cafeteria KIOSK during all Hours of Operation. Vendor will employ all personnel necessary for the efficient operation of the Porterville College on-campus KIOSK operation(s) and to deliver the level of customer service required by the College in accordance with the requirements established by Porterville College. During all cafeteria hours of operation such staffing will include on site the presence of a manager or supervisory level employee.

- a. **KIOSK Manager/Director.** The KIOSK Manager/Director assigned to the Porterville College KIOSK operation by the Vendor must be approved in advance by the College. Subsequent changes in assignments will be made by the Vendor only after prior consultation with, and approval by, the Porterville College – Vice President of Finance and Administrative Services. The College expects management continuity (i.e., limited turnover of the Manager/Director) in order for the Vendor to meet the expectations and requirements of Porterville College.
- b. **Student Employees.** The Vendor shall provide employment opportunities for Porterville College Students as available and appropriate.
- c. **Employee Conduct.** The Vendor shall be responsible for the actions of its employees, agents, and independent vendors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons.
- d. **Compliance District and College Policies and Procedures.** While on Porterville College premises, all employees, agents and independent vendors of the Vendor shall comply with District Standards for employee conduct and all applicable Kern Community College District and Porterville College rules and regulations. The Vendor will be required to remove any such employee, agent, or independent vendor from the Porterville College premises at the College's request.
- e. **Employee identification.** All Vendor KIOSK employees are to wear name badges provided by the Vendor according to guidelines established by the College at all times during employment hours.

- f. **Employee parking.** Porterville College to provide parking permits for non-student employees; such permits to be controlled and returned by Vendor upon employee termination or otherwise as directed by the Porterville College - Vice President of Finance and Administrative Services. No parking permits will be provided by College to student employees.

5.3. KIOSK Hours of Operation

Porterville College KIOSK operations will include at a minimum Monday through Friday during the Fall and Spring Semesters and Monday through Thursday during the Summer Intersession. Specific KIOSK operating hours will be defined by the College in conjunction with the Vendor. Business hours may be extended during the beginning of each semester or otherwise upon recommendation by the Vendor and approval of the College to support special programs and events as necessary (i.e., Open Houses, Orientation, etc.).

Vendor may choose to expand the hours of operation to provide additional services to the College population and increase total Cafeteria sales. However, changes to the defined hours of operation must be approved by the College.

5.4. Catering Services

- a. The Vendor will have the right to and is encouraged by the College to expand its offerings by developing on-campus Catering services to supply food and beverage items throughout the Porterville College campus. For on-campus catered events, the Vendor shall have first right of refusal for all catered food service activities over \$125.00 with the caveat that the services offered by the Vendor are competitive with the alternative catering supplier in terms of provided products and pricing.
- b. Such Catering opportunities may include food and beverage sales opportunities associated with social functions, athletic events, receptions, group meetings, conferences, symposiums or other such events as may occur on campus. An example is the annual High School Senior Day, at which 1100-1200 high school students visit the Porterville College campus. The College historically has provided through an off-campus source box lunches for the High School Senior Day, which can be provided by the Vendor.
- c. The College will strongly support the development of the Vendor's on-campus Catering program. Prior to each semester, the Vendor will provide to the Porterville College – Director Vice President of Finance and Administrative Services a catering menu and price schedule for on-campus catered food and beverage products. It is recommended that the Vendor's catering menu include basic beverage, snack and sandwich/salad item provision as well as

full-service meals.

- d. The District, in coordination with the Vendor, will assume operational and financial responsibility for setting up and tearing down each scheduled event at District facilities. The Vendor will, however, be responsible for spot cleaning prior to and between events. All catering equipment and supplies must be removed from the catered services site and all clean-up activities completed immediately following the event.
- e. The Vendor is strictly prohibited from soliciting non-related catering off-campus. However, the Vendor is encouraged to accept all such non-District related business which is requested by outside groups and held within the District's cafeterias or elsewhere on one or more of the campuses. The District reserves the right to approve all such business.

5.5. Nutritional Awareness Plan

Vendor is to develop and communicate a Nutritional Awareness Plan targeting Porterville College students. The plan's components should include awareness of "healthier" meal and snack alternatives.

5.6. Customer Needs Compliance

The VENDOR shall adopt the following objectives, with the goal of maintaining and expanding the management and operation of the food services:

- a. **Excellence in Customer Service.** The Vendor shall provide excellent customer service at the Porterville College KIOSK facility and in all other activities associated with activities governed by this RFP.
- b. **ADA Requirements.** The Vendor shall meet the needs of disabled persons, by complying with all requirements as established, either currently or in the future, by the U.S. Department of Justice and relating to the Americans with Disabilities Act ("ADA").
- c. **Positive Customer Relations.** The Vendor shall strive at all times to maintain positive public relations with students, faculty and staff.
- d. **Customer Feedback.** The Vendor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results will be shared with the Porterville College – Vice President of Finance and Administrative Services. Written complaints received by KIOSK to be communicated to the Porterville College – Vice President of Finance and Administrative Services within 48 hours along with an indication of the appropriate Vendor response/resolution.

5.7. On-Campus KIOSK Exclusivity

The Vendor shall have the exclusive right to operate the Porterville College KIOSK, including the kitchen, serving, storage and food service office areas. The Contactor shall provide, furnish and serve Grab and Go breakfast, lunch snacks and beverages to students, faculty, staff, guests or other groups approved by the College. Use of property shall be in strict compliance with all applicable governmental laws, ordinances and regulations.

However, the College Administration may authorize the sale of certain items by alternative approved Vendors, student groups, or by organizations of the College. Exclusive operation and sales does not include or permit the sale of items determined by the District or College to be objectionable.

Please note: The District has an exclusive pouring rights agreement with PepsiCo, which will directly impact the food service operation.

5.8. Facility Modifications Consideration

The College will consider KIOSK facility modifications, including upgrades or renovations that will improve service and/or make the operation more efficient. Renovations may be minor and/or cosmetic in nature or more significant. The submitted Proposal should specify the level of financial responsibility the Vendor is willing to commit towards any renovation(s).

6. ACCOUNTING AND AUDITING

6.1. Annual Business Review and Plan

a. Annual KIOSK Business Review. Each Contract year following completion of the Spring Semester and no later than six (6) weeks prior to the start of the Fall Semester, Vendor will meet with the Porterville College - Vice President of Finance and Administrative Services to review KIOSK operations and performance during the prior Academic Year. Specific review points will include:

- Financials, including sales and profitability and comparison to prior year
- Operations, including facilities and staffing overview
- Product offerings and pricing
- Marketing and promotions and perceived impact
- Nutritional Awareness Program
- Implemented prior year operational changes and impact
- Existing KIOSK issues

b. Future Plan Development. At the time that the Annual KIOSK Business Review is presented, Vendor will also present the Next Year KIOSK Plan and proposed changes to the Porterville College On-Campus KIOSK Program for

the upcoming Academic Year. The Annual Next Year Cafeteria Plan should include any changes proposed for the Porterville College KIOSK operation, including:

- Operational changes
- Facilities and equipment recommendations
- Staffing adjustments
- Product offerings and menu changes
- Pricing changes
- Marketing and promotions proposed
- Financial projections

c. Vendor Plan Execution. Upon approval of the Annual Next Year Plan, Vendor agrees to execute the Plan specifics as of the earliest date possible in order to have the Plan in operation throughout as much of the Academic Year as possible. Any components of the approved Plan that the Vendor determines cannot be implemented on a timely basis need to be surfaced to the Porterville College – Vice President of Finance and Administrative Services immediately to allow the College and Vendor to determine the proper course of action.

d. Approval of Operational Changes. Porterville College and the Vendor will review all proposed changes in on-campus KIOSK operations. Any changes implemented by the Vendor will require advance approval by the Porterville College – Vice President of Finance and Administrative Services.

6.2. Vendor Credit Capability

The Vendor shall operate the KIOSK on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the College.

6.3. Vendor Investment and Amortization

a. Vendor Utilization of Existing KIOSK Assets. All existing Porterville College KIOSK facilities, equipment and fixtures are the property of the District and Porterville College and are available for use by the Vendor at the commencement of the Contract.

b. Expected KIOSK Investments. It is expected that capital investments in KIOSK facilities, equipment and/or fixtures may be necessary for the continued, effective and efficient operation of the Porterville College KIOSK program over the term of the Contract. Such investments may occur at the inception of the Contract or at other times during the Contract Term. Vendor should include in its response to this RFP any investments contemplated to occur at Contract inception.

- c. Advance Approval of All Investments.** All investments, regardless of the nature of the investment, require advance approval by the Porterville College – Vice President of Finance and Administrative Services for such investment to be considered as a component of the Cafeteria operation and prior to inclusion in the Porterville College KIOSK operations financial statements.
- d. Investment Standards.** All investments associated with this Contract must meet District and Porterville College standards; must be approved in advance; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Vendor with the Porterville College – Vice President of Finance and Administrative Services. Any third party vendor used by the KIOSK Vendor to assist with making facility improvements must be approved in advance by Porterville College.
- e. Ownership of Capital Investment and Fixtures.** All capital investments and fixtures in the KIOSK facilities shall become the property of Porterville College at the termination of the Contract. If the Contract ends for reasons other than poor performance prior to the capital investment being fully amortized, then the College will reimburse the Vendor for the unamortized portion of the capital investment in the KIOSK facilities, and all capital investments and fixtures shall become the property of Porterville College. If the Contract is terminated for poor performance or at the independent request of the Vendor, then the College shall not reimburse the Vendor for the unamortized portion of the capital investment and all capital investments and fixtures shall become the property of the College.
- f. Design Fees.** All KIOSK design fees and planning fees associated with facility improvements shall be incurred solely by the Vendor and the Vendor shall treat all design and planning fees as the Vendor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- g. Facility Investments.** The Porterville College KIOSK operation will remain in its current location. Prospective Vendors are required to submit proposed facility investments for the Porterville College KIOSK facility as part of their response to this RFP.
- h. Equipment and Fixture Investments.** Vendor investments to replace or upgrade KIOSK equipment and fixtures require the advance proposal submission to and approval by the Porterville College – Vice President of Finance and Administrative Services.
- i. Technology Investments.** Vendor technology investments that are to be amortized by Porterville College KIOSK require advance proposal submission to and approval by the Porterville College – Vice President of Finance and

Administrative Services. Technology investments relating to this Contract and considered for amortization are to only include the share of costs directly attributable to the Porterville College KIOSK operation. Corporate technology investment costs, whether related to technology acquisition, upgrade or other modification, are not considered Porterville College KIOSK investments without the advance and express approval by the Porterville College – Vice President of Finance and Administrative Services.

- j. Accounting Of Facility Investment.** The Vendor will provide the College with a full accounting of its facility, equipment or fixture investments, including copies of invoices paid to Vendors for the facility investment.

- k. Investment Amortization.** The capital investment by the Vendor in the Porterville College KIOSK facilities will be amortized on a straight-line basis over the five (5) year Term of the Contract. Such amortization is considered a normal operating expense associated with the KIOSK operation and should be included in the appropriate Vendor financial statements. Mid-Contract investment amortization is to occur either over a similar five (5) year period or over the remaining Term of the Contract at the discretion of the Porterville College – Vice President of Finance and Administrative Services. Unamortized investment that occurs specifically from an amortization period extending beyond Contract termination will be resolved with the Vendor at time of Contract termination.

- l. Vendor Investment Proposal Variance.** If the actual amount spent by the Vendor on the initial KIOSK facility and equipment investment at the time of Contract inception is less than the amount indicated in the Vendor's Response to this RFP, the Vendor will provide Porterville College with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility and/or equipment improvements. If the actual amount spent by the Vendor on the facility investment is more than the amount offered in the Vendor's proposal, then the Vendor will be solely responsible for all costs necessary to complete the renovation.

- m. Timing of Capital Investment.** The timing of the capital investment for the KIOSK facilities will be determined by Porterville College.

6.4. Operating Financials

The Vendor will assume all costs of operation, including, but not limited to product purchasing, preparation, waste or spoilage product costs, serving expenses for foods and beverages, bussing, personnel, workers' compensation insurance and all other expenses and materials required to provide quality on-campus Cafeteria to the Porterville College population as covered by this Contract. The Vendor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.

6.5. Financial Reporting and Records Retention

- a. Maintenance of Proper Accounting Records.** The Vendor is to maintain full, complete and separately distinguishable accounting records for the Porterville College KIOSK operation. Accounting records for the Porterville College KIOSK operation are to include all expenses of any type, revenues, taxes, overhead charges or allocations and any other financial items attributable to the Porterville College KIOSK operation in accordance with Generally Accepted Accounting Principles.
- b. Reporting Requirements.** The Vendor will provide quarterly and annual in-depth financial reports to both the District Chief Financial Officer and the Porterville College - Vice President of Finance and Administrative Services, or an appropriate designee. The Vendor will meet with the Porterville College - Vice President of Finance and Administrative Services on a quarterly basis to review the KIOSK financial performance.

On a quarterly and annual basis, the Vendor will submit detailed Cafeteria financial statements to the College. At a minimum, the KIOSK financial statements will include the following:

- Porterville College KIOSK Profit and Loss Statement
 - Sales by Category/Department for all locations
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses by line item
 - Indirect Expenses (e.g., Management Fee, Vendor Overhead Charges)
 - Depreciation and/or amortization
 - Rent/Commission Paid to the College
 - Profit/Loss
 - Porterville College KIOSK Balance Sheet
- c. Annual Vendor Corporate Financial Statements.** The Vendor will provide the District and Porterville College annually with a copy of its company's certified financial statements.
- d. Financial Records Availability.** Vendor will make available as requested by the District and/or Porterville College all financial records associated with this Contract and the operation of the Porterville College KIOSK program, including both paper and electronic copies of individual transaction support and financial reports.
- e. Financial Records Retention.** Vendor will retain all financial records associated with this Contract and the operation of the Porterville College KIOSK program

throughout the Contract Term and thereafter for a period to be not less than five (5) years following Contract termination.

6.6. Vendor Financial Payments

The Vendor shall pay Porterville College annually the greater of either (i) the financial return based on the appropriate payment and/or commission schedule(s) established upon Award of the Contract to the Vendor, or, (ii) the minimum annual financial guarantee.

Payments will be made to Porterville College on a quarterly basis. Porterville College shall have the option to select either (i) quarterly payments according to the payment or commission schedule(s) or (ii) quarterly payments based on one-fourth (1/4th) of the minimum annual financial guarantee. Regardless of the payment method selected by Porterville College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each Contract Academic Year.

6.7. Technology

The Vendor shall provide industry standard and proven hardware and software for Cafeteria Point-Of Sale, inventory tracking, costing and related systems to meet the requirements of this RFP. Vendor hardware and software must be capable of accepting KCCD's Prepaid Debit Card system.

Vendor is to maintain technology security at all times, including proper protection of consumer credit, debit/prepaid card data utilizing encrypted transmissions and other protective requirements per the standards set by the PCI Security Standards Council.

7. PROPOSAL SUBMITTAL REQUIREMENTS

Note: To simplify the College's review process, the format for all Proposals must be sequentially consistent with the information requested in this Section

7.1 Proposal Submittal Overview

a. Contract Objective. It is Porterville College's objective to provide quality KIOSK to the campus population at competitive prices to the surrounding community while receiving fair financial compensation from the Successful Vendor for providing the exclusive opportunity and on-campus rights to Porterville College KIOSK operations

b. Submittal Inclusions. Successful Vendors should be complete in their responses to this RFP without including unnecessary material. Specific requirements for Proposals to be considered should follow the format below and include:

- Part 1: Prospective Vendor Qualifications.

- Part 2: Summary of Proposed Operations – Detailed description of Prospective Vendor’s commitments relative to operating Porterville College KIOSK, including both the operation of the current Porterville College KIOSK and additional on-campus services to be offered.
- Part 3: Porterville College Financial Package – Requires submittal of the Financial Bid Form included in Attachment A.
- Part 4: Summary of Investments – Proposed facility, equipment and/or technology investments.
- Part 5: Specific Contract Documents Signed and Completed
 - Attachment B: Vendor Statement of Intent
 - Attachment C: Vendor Non-Collusion Affidavit.
 - Attachment E: Certificate of Non-Discrimination
- Part 6: Exceptions To The Request for Proposal Identified – Any and all exceptions to the RFP that are included in your Proposal. Note: One of the District’s evaluation criteria as outlined in Section 3.4 of this RFP is “Conformance to RFP Specifications, Requirements, Terms, Conditions and Provisions.”
- Part 7: Additional Information – Please provide any additional ideas, concepts or information you feel is pertinent to the consideration of your proposal.

7.2 Part 1 Instructions: Prospective Vendor Qualifications

a. Company History and Background

1. Company Overview. Please provide a general summary of your company’s current business, including but not limited to the following:
 - Years in business
 - Description of products and services provided
 - Entity type (i.e., corporation, sole proprietorship, etc.)
 - Company locations, including corporate or regional offices
 - Corporate organizational chart, including the names of all officers and key employees
2. Financial Statements. Please include your company's certified financial statements for the past two (2) fiscal years.

b. Qualifications and References

1. Qualifications. Please provide your company's qualifications and experience in managing college/university or similarly-sized KIOSK operations. Please

specifically describe your company's experience serving large community colleges.

2. References. Please provide a client reference list that includes length of service, sales volume, and the name and telephone number of the client management contact responsible for the KIOSK operation. Please identify at least five (5) clients with KIOSK similar in nature to the Porterville College KIOSK environment.
3. Discontinued Client List. Please provide a list of all local KIOSK accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the client administrator responsible for the KIOSK management.

7.3 Part 2 Instructions: Summary of Proposed Porterville College KIOSK Operations

a. General Porterville College KIOSK Operations. Please describe your company's plan for operation of the Porterville College KIOSK. Specific components to include:

1. KIOSK Operating Periods. Days and Hours of normal KIOSK operation.
2. Product and Menu Offerings. Please include sample menus and pricing. Please include your overall pricing policy as it relates to the Porterville College cafeteria.
3. Branded or Licensed Cafeteria Executions. Please describe in detail your intentions to utilize any franchised or licensed KIOSK execution branding within the Porterville College KIOSK operation. Include the expected or recommended brands and the associated licensing fees and other financial impacts.
4. Facility Improvements or Changes. Please indicate the changes you propose to the existing Porterville College KIOSK facility.
5. Tender Types. Please list the tender types your company will accept at the Porterville College KIOSK. Please specifically address acceptance of the KCCD prepaid debit card.
6. On-Campus Marketing and Promotions. Please describe ongoing or special promotions to increase on-campus KIOSK sales.
7. Staffing. Please provide your proposed organization chart, staffing plan, and reporting structure for the Porterville College KIOSK operation. Please also

include:

- A description of your employee selection process
 - Your compensation program, including incentive programs, etc. and a description of your employee benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Staff training programs
 - Commitment to hire student employees
8. Customer Service. Please describe in detail how your company will provide excellent customer service at the Porterville College KIOSK. Please describe the methods your company will use to obtain regular feedback from Porterville College KIOSK customers to ensure a high level of customer satisfaction.
9. Technology. Please describe your methodology and plans for implementing and integrating the necessary hardware, software and services to address the requirements of this RFP. Please also describe:
- The technology support system or capabilities your company will utilize at the time of technology problems or issues
 - Technology security systems designed to safeguard customer and College data, systems and information
10. Overhead, Licensing or Other Financial Allocations. Please identify specifically any Company corporate overhead, licensing or other percentage or dollar allocations to be included within the Porterville College KIOSK financials.
11. Transition Plan. Please describe in detail the activities and calendar relating to how your company will transition between the current Porterville College self-operation of the on-campus KIOSK and your operation of the facility.
- b. Expanded Services To Be Offered.** In addition to the description of KIOSK operations included above, please outline any program for enhanced, remote, specialized or other on-campus services which you propose to make available either on a continuing or promotional basis.
1. On-Campus Catering Services. Please provide a description of your intention to provide on-campus Catering service. Please include proposed menu descriptions and sample pricing.
 2. Expanded KIOSK Availability. Please provide a description of your intention to expand KIOSK hours, i.e., extended hours, instruction week operation, etc.

7.4 Part 3 Instructions: Porterville College Financial Package (Requires submittal of the Attachment A: Financial Bid Form).

- a. Financial Return To Porterville College.** Please summarize the financial return that you will provide to the College for the operation of the Porterville College KIOSK.
- b. Specific Financial Return Components.** The Financial Return to the College may include one or more of a variety of alternative components, including but not limited to the following:
1. Fixed Payments to the College. Contract inception or annual lump sum financial payments to the general College fund or for specific, assigned usage. Please include any upfront, Vendor-funded investment in on-campus KIOSK facilities and equipment.
 2. Operations-Based Payments. Commission on KIOSK sales, with the schedule expressed as a percentage of Net Sales or Profit sharing based upon Porterville College On-Campus KIOSK Program financial performance:
 - Fixed rate and tiered percentage schedules will be considered
 - Minimum annual financial guarantee to Porterville College to be included
 3. Square footage facility rental fees payable to the College.
 4. Additional financial incentives that you would like Porterville College to consider, which may include among other items:
 - Free goods available for Faculty, Staff or Student group usage
 - On-campus KIOSK marketing and promotional funds available
 - Student employment commitments
 - Others financial commitments as developed

c. Financial Definitions

1. "Gross Sales" shall be defined as all sales of the Vendor and revenue received by the Vendor based upon all business conducted in or from the Porterville College on-campus KIOSK operations for any product or service offered for sale by the KIOSK operation. This includes all orders taken or received at the KIOSK facility, whether such orders are placed at the cafeteria, via the internet (i.e., "on-line sales") or elsewhere. Gross Sales shall include any commissions received by the Vendor from products sold and commissions received by the Vendor for authorized sales by other companies or organizations.
2. "Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the Vendor to any government agency which was collected from customers, less sales made at no margin by the

Vendor at the request of Porterville College.

7.5 Part 4 Instructions: Summary of Investments (Note: Investment components are required to be included in Attachment A: Financial Bid Form.)

- a. Facility Investment. Please describe your detailed facility plans and financial commitment to provide Porterville College with state-of-the-art KIOSK facilities throughout the Term of the Contract.
- b. Equipment and Fixture Investment. Please describe your expectations for investment commitments relating to the replacement or updating of KIOSK equipment, furniture and fixtures during the Term of the Contract. Note: All equipment is brand new at the start of this agreement.
- c. Technology Investment. Please describe your detailed technology plans and the associated investment commitment to provide Porterville College with state-of-the-art KIOSK technology during the Contract.

7.6 Part 5 Instructions: Please complete, sign and include the required Contract Documents included as Attachment B: Vendor Statement of Intent and Attachment C: Vendor Non-Collusion Affidavit.

7.7 Part 6 Instructions: Exceptions To The Request for Proposal. Please list and identify any and all specific exceptions to the RFP that are included in your Proposal.

7.8 Part 7 Instructions: Additional Information. Please provide any additional ideas, concepts or information you feel is pertinent to the consideration of your proposal. In addition to providing a summary of “typical” services such as snack bar and cafeteria selections, Prospective Vendors should outline any program for enhanced, specialized or other services which they propose to make available, either on a continuing or promotional basis. Creativity is strongly desired.

8. “NO BID” RESPONSE FORM

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Kern Community College District vendor list **for this service/commodity**, please remove this form and email to the Purchasing Department.

Kern Community College District
Purchasing & Contracts Department
2100 Chester Avenue
Bakersfield, CA 93301
purchasing@kccd.edu

RFP # PC211019 – Porterville College Food and Beverage Kiosk

_____	_____
<i>Business Name</i>	<i>Date</i>
_____	_____
<i>Mailing Address</i>	<i>Telephone</i>
_____	_____
<i>City, State, Zip</i>	<i>Contact</i>

REASON(S) FOR NOT SUBMITTING A BID:

ATTACHMENTS

Attachment I. Financial Bid Form

Attachment J. Vendor Statement of Intent

Attachment K. Vendor Non-Collusion Affidavit

Attachment L. Porterville College 2021-2022 Academic Year Calendar

Attachment M. Certification of Non-Discrimination

Attachment N. Bidder Inquiry Form

Attachment O. Porterville College KIOSK Floor Plan

Attachment P. Existing Porterville College KIOSK Equipment List

ATTACHMENT A

KERN COMMUNITY COLLEGE DISTRICT PORTERVILLE FOOD KIOSK FINANCIAL BID FORM

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. Part 3: Specific Financial Return Components to Porterville College

- a. Fixed Payments to the College. Contract inception or annual lump sum financial payments:

Contract Inception Payment	Annual Payments During Contract
\$	\$

Description: _____

- b. Operations-Based Payments

i. Commission on Net Cafeteria Sales	<input type="text"/> %
ii. Profit sharing based upon financial performance	<input type="text"/> %
iii. Minimum annual financial guarantee	<input type="text"/> \$

Description: _____

- c. Square footage facility rental fees payable to the College
- | | |
|----------------------------|------------------------|
| Per-Square Facility Rental | Annual Facility Rental |
| \$ | \$ |

Description: _____

d. Additional Financial Incentives.

Amount	Description
--------	-------------

\$

\$

\$

\$

Description: _____

2. Part 4: Summary of Contract Inception Investments

Category	Amount	Amount to be Amortized	Without Amortization
----------	--------	------------------------	----------------------

Facility	\$	\$	\$
----------	----	----	----

Equipment	\$	\$	\$
-----------	----	----	----

Technology	\$	\$	\$
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Description: _____

Note: Please attach additional explanatory schedules as necessary.

ATTACHMENT B

VENDOR STATEMENT OF INTENT

**TO BE EXECUTED BY VENDOR AND
SUBMITTED WITH ITS PROPOSAL**

TO THE BOARD OF TRUSTEES
OF THE KERN COMMUNITY COLLEGE DISTRICT:

The undersigned, having become familiar with the specifications, contract conditions and requirements, and all other matters concerning the Request for Proposal and contract to be awarded, hereby offers to provide the required products and services, in accordance with its proposal and the proposed contract, subject to the terms and conditions set forth therein, all referenced material and attachments.

Vendor: _____
(Type or Print Complete Legal Name of Vendor)

Check One: Sole Ownership _____ Corporation _____
 Partnership _____ Other (Specify) _____

By: _____
(Signature)

Title: _____

IRS or Social Security No. of Vendor: _____

Address: _____

Phone: (_____) _____ - _____

Date: _____

ATTACHMENT C

VENDOR NON-COLLUSION AFFIDAVIT

**TO BE EXECUTED BY VENDOR AND
SUBMITTED WITH ITS PROPOSAL**

(Name) _____, being first duly sworn, disposes and says that:

1. He or she is (Title, or Owner, or N/A) _____ of (Company, or N/A) _____, the Vendor making the foregoing proposal;
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
3. That the proposal is genuine and not collusive or sham;
4. That the Vendor has not directly or indirectly induced any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing;
5. That the Vendor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
6. That all statements contained in the proposal are true; and further, that the Vendor has not, directly or indirectly, submitted his or her proposal 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 collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this _____ day of _____, 2021.

Vendor: _____
(Type or Print Complete Legal Name of Vendor)

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ATTACHMENT D



Academic Calendar 2021 2022

Fall 2021 (August 21 - December 11)

August 19-20	Flex days
August 21	Saturday classes begin for Fall semester
August 23	Fall instruction begins
September 3	Last day to drop a semester-length course and qualify for a refund
September 5	Last day to add a class
September 5	Last day to drop a semester-length course and not have it appear on the transcript
September 6	Labor Day holiday - campus closed
September 7	Census - date enrollment is final
September 30	Degree Evaluation Petition due to Admissions Office for Spring 2022
October 29	Last day to drop a semester-length course without a letter penalty and receive a "W" *
November 3	Priority registration begins for Spring 2022 for continuing students
November 11	Veterans Day holiday - campus closed
November 17	Open registration begins for Spring 2022 for returning and new students
November 25-26	Thanksgiving holiday - campus closed
December 4-10	Final exams for Fall semester
December 10	End of Fall semester
December 13 - January 14	Winter recess

Spring 2022 (January 15 - May 13)

January 14	Flex day
January 15	Saturday classes begin for Spring semester
January 17	Martin Luther King Jr. Day holiday - campus closed
January 18	Spring instruction begins
January 28	Last day to drop a semester-length course and qualify for a refund
January 30	Last day to add a class
January 30	Last day to drop a semester-length course and not have it appear on the transcript
January 31	Census - date enrollment is final
February 18	Lincoln Day holiday - campus closed
February 21	Washington Day holiday - campus closed
February 17	Degree Evaluation Petition due to Admissions Office for Summer/Fall 2022
March 14-19	Spring recess
March 25	Last day to drop a semester-length course without a letter penalty and receive a "W" *
March 30	Priority registration begins for Summer/Fall 2022 for continuing students
April 13	Open registration begins for Summer/Fall 2022 for returning and new students
May 7-13	Final exams for Spring semester
May 13	Commencement
May 13	End of Spring semester
May 30	Memorial Day holiday - campus closed

ATTACHMENT E

CERTIFICATION OF NON-DISCRIMINATION

**TO BE EXECUTED BY CANDIDATE AND
SUBMITTED WITH ITS PROPOSAL**

Candidate hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. Candidate shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code section 12900.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this _____ day of _____, 2021.

CANDIDATE _____
(Type or Print Complete Legal Name of Candidate)

By _____
(Authorized Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT F

BIDDER INQUIRY FORM

RFP No. PC211019– Food Beverage KIOSK Service Operations at Porterville College

Bidders should use this form to submit questions regarding the RFP. The Kern Community College District will provide a complete list of questions received, along with the District’s responses to all bidders who participate. Questions will be listed without reference to the source.

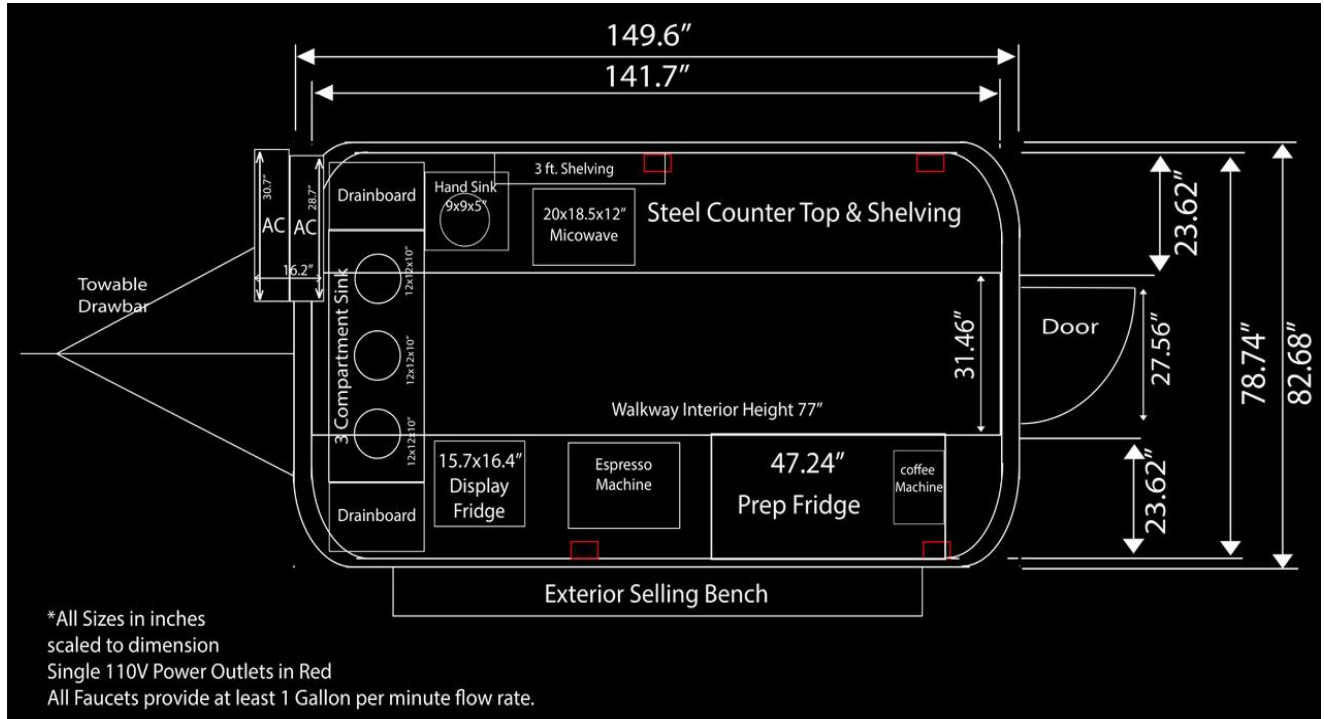
Name of Company:

Company Representative:

Question(s):

Submit responses electronically through the Public Purchase website at www.publicpurchase.com.

**ATTACHMENT G
PORTERVILLE COLLEGE KIOSK FLOOR PLAN**



ATTACHMENT H EXISTING PORTERVILLE COLLEGE KIOSK EQUIPMENT LIST

- The Stream-Liner (12.4'x6.8')
- S12 3 compartment sinks, 1 hand wash sink w drainboards
- Mesh Screen Windows
- AC Unit
- Upgraded 30 gallon Fresh Water tank with RV Hose inlet
- Upgraded 42 gallon Waste Water tank with Drainage Valve
- Emergency Exit Window
- Plexiglas Window covering with 12x18" cutouts
- Hanging Lights Inside
- Dual Axle
- Dual Metal Awning
- Overhead Stainless Steel Shelving
- Led Light Display
- Prep Fridge (Under Counter)
- Painted RAL 9017
- Automatic Coffee Machine
- Espresso Machine 19.2x21.2x22.8"
- Barista Pitcher Rinser
- Display Fridge 15.75x16.4x28.9"
- Water heater
- Microwave 20x18.5x12"