



# UC HASTINGS

## COLLEGE OF THE LAW

### **REQUEST FOR PROPOSALS #90-0005**

**for**

### **Vending Machine Services**

RFP Issue Date: 11/21/2019

RFP Due Date: 12/12/2019

Contact: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)



## Purpose

The purpose of this Request for Proposals (RFP) is to enhance the college's on-campus vending program in order to best meet the needs of the student body, faculty and staff. To that end, a survey was conducted to determine the wants and needs of the campus. The survey results are part of this RFP and the college expects proposals to address tailoring the vending program to those results, as well as to the business items elsewhere in the RFP document.

UC Hastings is committed to supporting the health of students, faculty and staff by providing an environment that supports healthy eating. UCH invites qualified firms to submit proposals to install, maintain, operate and service food and beverage vending machines (services).

There are approximately 930 students and 250 faculty and staff members who have access to the vending machines. Currently we have 13 vending machines located in 3 buildings on campus (photos are provided below).

## Context

Founded in 1878 as the "law department" of the University of California, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents, all other aspects of the College are operated independently under the oversight of the UC Hastings Board of Directors. UC Hastings is the oldest public law school in California and the only stand-alone, public law school in the nation.

UC Hastings' reputation for academic excellence, its affiliation with the University of California, and its location in San Francisco's downtown Civic Center are major factors contributing to the overall strength of the institution.

## Scope of Work

### **REQUIREMENTS**

- Provide equipment that is modern and of the latest machine technology, that has bill changing capabilities, credit card readers with no additional fees, be electronically efficient and have unit sales counting capabilities. All selection buttons shall clearly display the product, package size and price for each item.



- Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the University, unless otherwise agreed upon by the University.
- Machines will be the property of the Contractor, which shall be responsible for maintenance, service, repair, and movement of the machines. The Contractor will assume all responsibility for damages caused by neglect, vandalism, or any other cause.
- Machines shall be maintained and in proper working order at all times. The Contractor shall maintain the cleanliness of all vending machines. It is the responsibility of the Contractor to clean the inside and outside of all vending machines during each visit.
- All food vending machines must comply with all Federal, State, County and City codes.
- All sales tax and other taxes to be paid are the responsibility of the awarded Contractor.
- Contractor shall regularly stock and maintain, no less than every ten (10) business days, machines with food and beverages, prepared and dispensed in accordance with all sanitation and health standards. The University shall be placed on a scheduled route.
- Stock the machines with the products and product mix as shown in the survey.
- Supply inventory and sales reports to UCH Business Services as required.
- Respond to service calls within 2 business days.
- Timely remit any commission or rental fees.
- Meet with UCH staff periodically to review sales, product trends, recommend adds/deletes, technology improvements, etc.
- Respond to survey feedback.
- Maintain an overall high-quality program at UCH.

## UC Hastings Contact Information

The primary contact for this process is:  
**UC Hastings Purchasing Department,**  
[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

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## Tentative Schedule & Milestones

RFP posted	11/21/2019
Questions due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	12/4/2019
Responses from UCH posted	12/6/2019
RFP due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	12/12/2019
Evaluation period	TBD
Finalist round (in any), plus award	TBD

## Guidelines for Submission

To appropriately evaluate each firm's capabilities, responses are to be tendered according to the guidelines listed below. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

### 1. Executive Summary

- Introduce the firm, including size, location, philosophy, and areas in which it excels.
- Provide names, resumes, certifications, and specialties of the personnel who would be assigned to this project, and indicate what their proposed roles would be and the benefits they bring.
- Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.
- Describe specific methodologies, techniques, and technology to be employed in preparation and delivery of the requested services and reports. Outline anticipated schedule, work plan, and task list that details the steps to complete the proposed services and prepare the reports, and addresses how all aspects of the Scope of Work will be carried out.
- Provide a list of recent engagements of similar size and scope (including appropriate references, who may be contacted to evaluate completed work), and the outcome of the engagements. Highlight organizations that are similar to the College.
- Provide a limited representation of illustrative materials such as graphics and page setups.
- Outline how the College's feedback will be incorporated at various stages of implementation of the digital marketing and demand nurture campaign.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.



**2. Pricing**

- Use excel.
- Provide a comprehensive pricing strategy that ties back to the stated goals, expectations, and deliverables.

**3. Current Vending Machine Locations:**

**100 McAllister Building:**





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**198 McAllister Building:**



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**200 McAllister Building:**



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**4. Student Survey:**

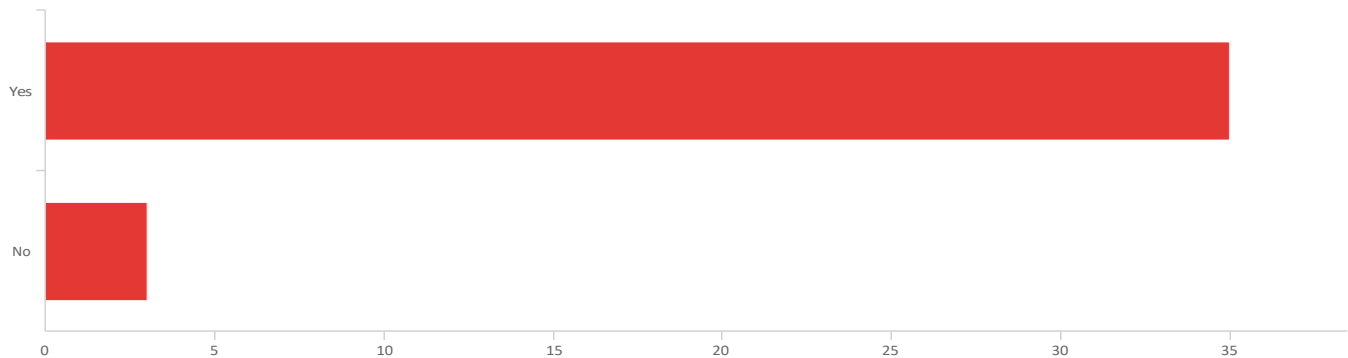
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# Default Report

Vending Machine Options

September 24, 2019 2:49 PM MDT

- Do you want to continue having a vending machine option with more substantial and healthier options like the current Byte Box?



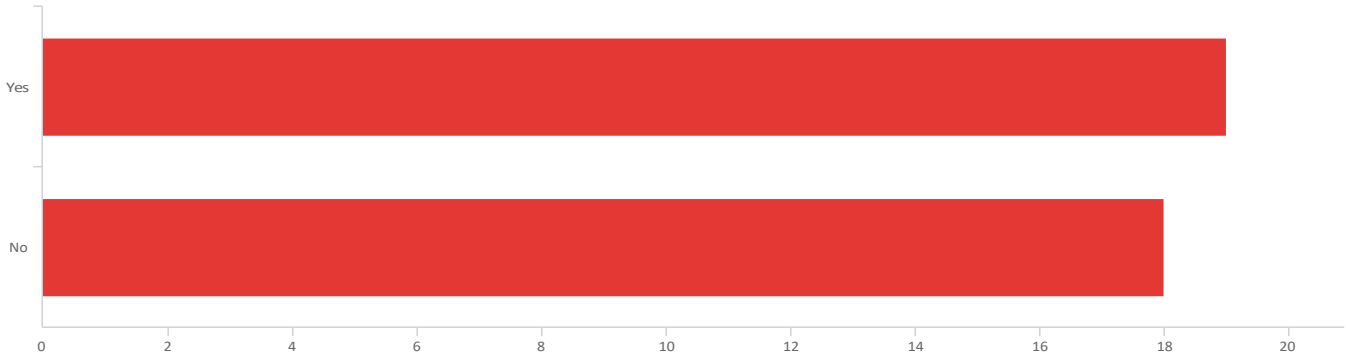
#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you want to continue having a vending machine option with more substantial and healthier options like the current Byte Box?	1.00	2.00	1.08	0.27	0.07	38

#	Field	Choice Count
1	Yes	92.11% 35
2	No	7.89% 3

38

Showing rows 1 - 3 of 3

- Do you want to have a vending machine in the academic buildings that dispenses coffee?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you want to have a vending machine in the academic buildings that dispenses coffee?	1.00	2.00	1.49	0.50	0.25	37

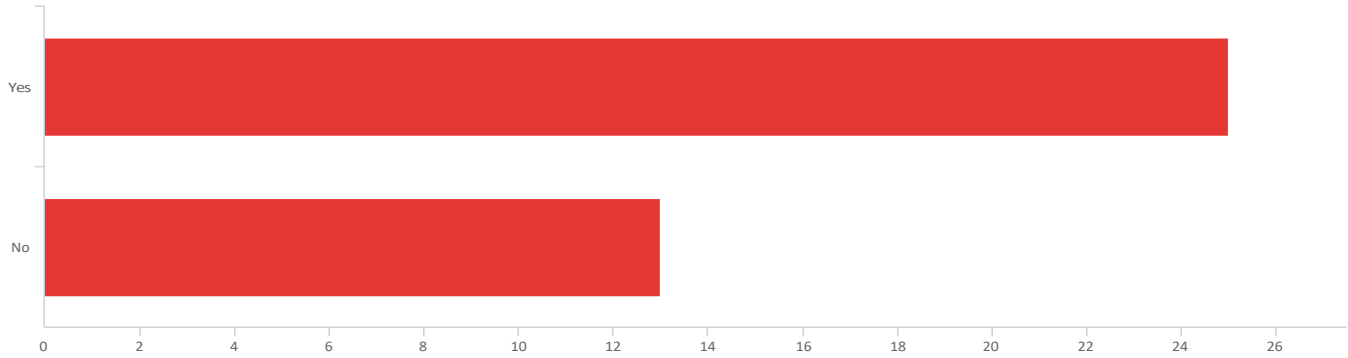
#	Field	Choice Count
1	Yes	51.35% 19
2	No	48.65% 18

37

Showing rows 1 - 3 of 3

- Do you want to have a vending machine in the academic buildings that dispenses

soda and bottled water?



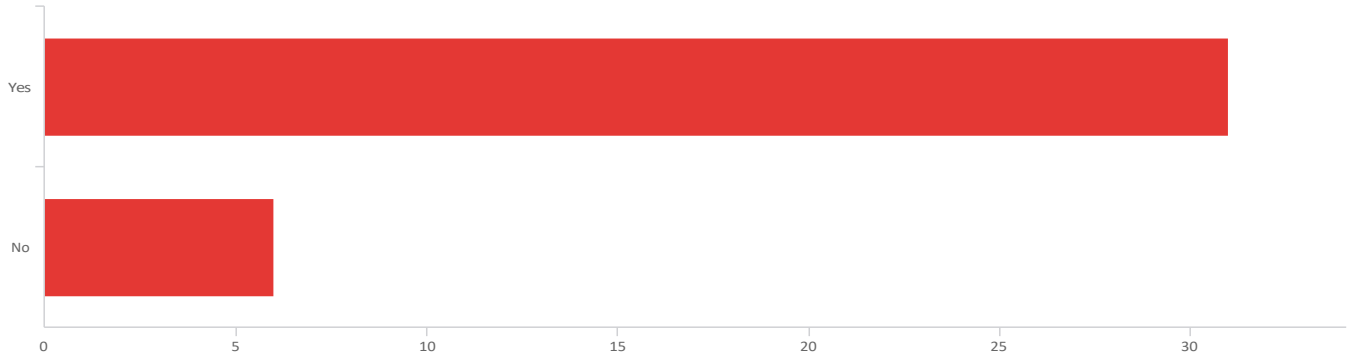
#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you want to have a vending machine in the academic buildings that dispenses soda and bottled water?	1.00	2.00	1.34	0.47	0.23	38

#	Field	Choice Count
1	Yes	65.79% 25
2	No	34.21% 13

38

Showing rows 1 - 3 of 3

- Do you want to have a vending machine in the academic buildings that dispenses traditional vending machine snacks (chips, candy, etc)?



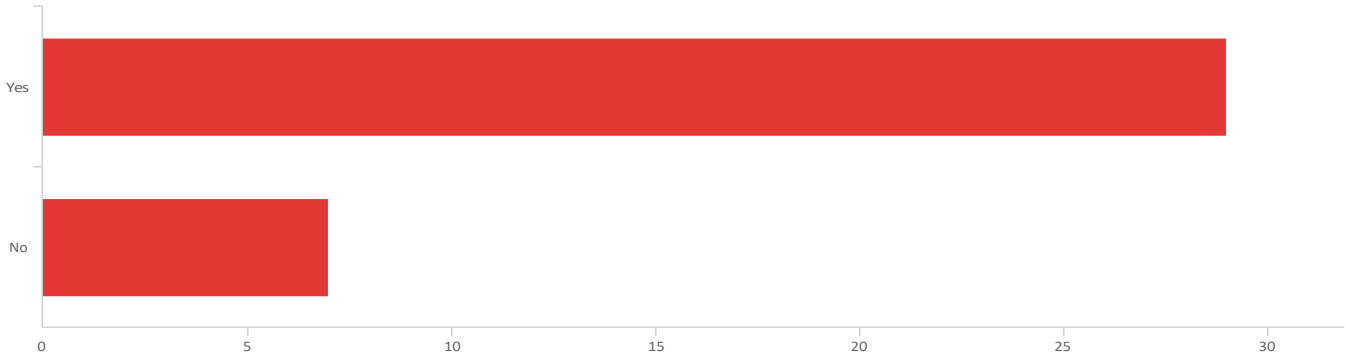
#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you want to have a vending machine in the academic buildings that dispenses traditional vending machine snacks (chips, candy, etc)?	1.00	2.00	1.16	0.37	0.14	37

#	Field	Choice Count
1	Yes	83.78% 31
2	No	16.22% 6

37

Showing rows 1 - 3 of 3

- Do you want to continue having a vending option like the Stockwell machine in the Tower?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you want to continue having a vending option like the Stockwell machine in the Tower?	1.00	2.00	1.19	0.40	0.16	36

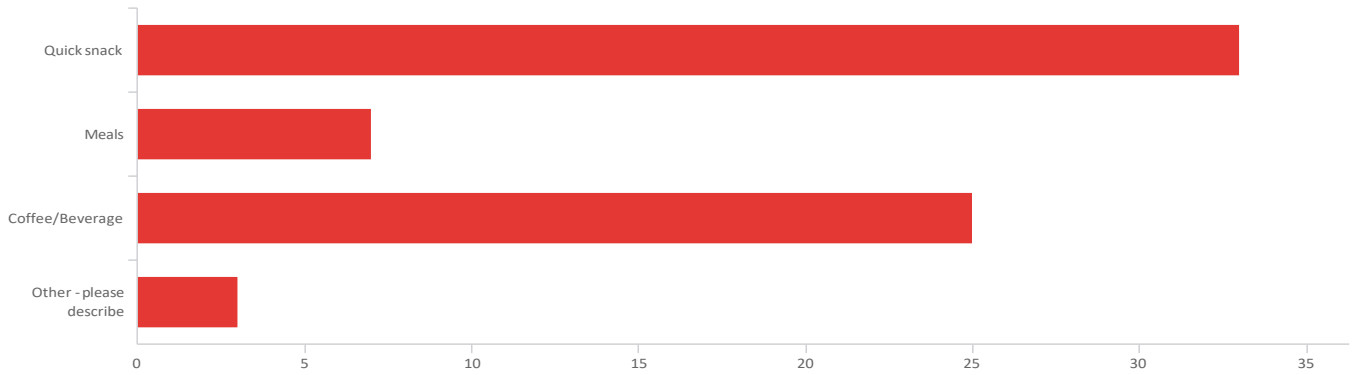
#	Field	Choice Count
1	Yes	80.56% 29
2	No	19.44% 7

36

Showing rows 1 - 3 of 3



- What are the primary purposes for which you use the vending machine? (You may select more than one)



#	Field	Choice Count
1	Quick snack	48.53% 33
2	Meals	10.29% 7
3	Coffee/Beverage	36.76% 25
4	Other - please describe	4.41% 3

68

Showing rows 1 - 5 of 5

Q7\_4\_TEXT - Other - please describe

- Other - please describe
- Diet coke
- HOT WATER!! Having a hot water maker on campus available when the cafes are closed would be a lifesaver for night classes.
- Caffeine!! I get my daily Yerba Mate fix from the Stockwell machine

- Please provide any additional comments on what vending options you might like to see in the academic buildings.

Please provide any additional comments on what vending options you might li...

more affordable snacks

Healthy Options, as I've seen/used it as a go to for a quick bite to hold over when the law cafe is closed. So at least some granola bar option, chip/healthy chip option, gum, etc.

I would like a hot water dispenser

less single use plastic!

HOT WATER!! Having a hot water maker on campus available when the cafes are closed would be a lifesaver for night classes.

Yerba Mate

Coke Zero!

Healthier snack options

Vegan options and other low calorie snacks

Less expensive meals, a substantial vegetarian meal.

No bottled water/soda. Let's not make it easy to waste plastic.

I would enjoy more access to healthier snack and meal options beyond the times that the law cafe is open. The Byte Box is great but extremely expensive/overpriced. Access to fruits/vegetables/juices/smoothies would be a great alternative to soda/candy/chips/vending machine dinners.

No plastic packaging

It would be nice to see a wider variety of meal options.

Cold brew

healthy snacks/drinks

More healthy options.

Healthy options! Protein Bars! Honestly it'd be great if you could invest in a few keurigs for student commuters

- Please provide any additional comments on what vending options you might like to see in the Tower.

Please provide any additional comments on what vending options you might li...

N/A, the one they have now is great.

Please do not take away the Stockwell machine. It has a variety of options. It would be nice to have a Byte machine in the tower as well - like sandwiches, salads, etc

More options like what are in the academic buildings, since I only know of the coffee and traditional machines

Yerba Mate

Vegan options and other low calorie snacks

Same as above.

Healthier snacks and environmentally friendly companies

No plastic packaging

More variety on actual meal options and not just snacks, esp. for students who don't have time or have not gotten their groceries.

Love the Stockwell machines!

**End of Report**



## Due Date

**Completed proposals are due (via e-mail) by 12/12/2019**

**to: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)**

Questions concerning this RFP should be sent in writing via e-mail to [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu) referencing the appropriate RFP section and page number.

Written responses to all submitted questions will be provided to all questions submitted by 12/4/2019.



## Confidentiality

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public, shall be treated as confidential and proprietary to the extent permitted by law. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

## Agreement Term

It is the intent of UC Hastings to enter into one agreement with one firm. A standard UC Hastings agreement is attached for reference as Exhibit A. Actual agreement may differ slightly.

## Other Conditions

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any firm for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in the disqualification of a proposal. UC Hastings may, at its discretion, request interviews and demonstrations of proposed marketing campaigns through a web-based or in-person presentation for College staff.

## Incorporation of Proposal into Contract

This RFP, the awarded firm's proposal, and all other representations made by the firm will be incorporated into any and all contract agreements between the firm and UC Hastings.

## Award of Contract

Assuming UC Hastings decides to proceed, award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, expertise, and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to assist in making final decision.



## **EXHIBIT A - SAMPLE AGREEMENT**

### **AGREEMENT BY AND BETWEEN**

**UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW**

**AND**

THIS AGREEMENT ("Agreement"), made and entered into as of \_\_\_ by and between Hastings College of the Law, hereinafter called "Hastings", and \_\_\_, hereinafter called "Consultant", is for providing consultant services to Hastings as follows:

#### **I. SCOPE OF SERVICE RENDERED**

Hastings hereby retains the Consultant to perform the following professional services:

#### **II. TERM OF AGREEMENT**

The term of this Agreement shall be from \_\_\_ to \_\_\_ or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

- A. Completion of the performance of the Services, which will be performed during regular business hours; or
- B. Receipt by Consultant of Hastings's written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings's sole discretion; or
- C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings' satisfaction and otherwise in accordance with this Agreement.

The parties acknowledge and agree that this Agreement is a so-called "at will" Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory obligations to Hastings; and Consultant shall be entitled only to such compensation as shall have accrued to Consultant for fees or expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

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### III. COMPENSATION

The cost of Services shall be a lump sum not exceed

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed.

### IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

### V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant's taxpayer identification number and Consultant's license number addressed to:

David Seward  
Chief Financial Officer  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102  
(415) 565-4710

### VI. TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

### VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.



## VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102  
(415)

Consultant is to immediately inform \_\_\_(or designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with \_\_\_\_\_ to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

## IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

## X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent acts or omissions of Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$500,000; and Employer's Liability, Comprehensive General Liability with bodily injury limits and property damage limits of \$1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of \$500,000 and Professional Liability in the amount of \$1,000,000 subject to a deductible of \$25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better.





Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

#### XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

#### XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

#### XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.

#### XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

If to Consultant:

David Seward, CFO  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Any change of address of Consultant shall immediately be communicated in writing to Hastings.



#### XV. NONDISCRIMINATION

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

#### XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

#### XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

#### XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant's knowledge, there exists no actual or potential conflict between Consultant's family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

#### XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

#### XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.



XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: \_\_\_\_\_, 2019  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

Dated: \_\_\_\_\_, 2019  
(Consultant)

By: \_\_\_\_\_  
David Seward  
Chief Financial Officer

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

\_\_\_\_\_  
Approved As To Form:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
John DiPaolo  
General Counsel



UC Hastings College of the Law

**Non-Discrimination Policy**

**Definitions:**

Gender: The sex of a person, including a person's gender identity, and gender expression.

Gender Expression: A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

Gender Identity: Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

Gender Transition: The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

Pregnancy: Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

Protected Veteran: A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

Service in the Uniformed Services: Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

Sex: Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.

Transgender: A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."