



REQUEST FOR PROPOSAL

FOR



Palomar Community College District
Contract Services
1140 West Mission Road
San Marcos CA 92069-1487

RFP Deadline for Submittal:

No later than 2:00 p.m. on October 28, 2016

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**NOTICE TO VENDORS
REQUEST FOR PROPOSAL
BEVERAGE VENDING**

NOTICE IS HEREBY GIVEN that the Palomar Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, **will receive up to, but not later than 2:00 pm on the 28th day of October, 2016, sealed proposals for the award of a contract for:**

BEVERAGE VENDING

Such proposals shall be received in the office of Bernard Sena, Room A-4 C1 at 1140 W. Mission Road, San Marcos, California.

Each proposal must conform and be responsive to the invitation, the Instruction to Vendors, the Specifications, and all other documents comprising the proposal documents. Copies of the documents will be available after October 10, 2016 and may be obtained by calling Bernard Sena at (760) 744-1150, extension 2685 or download from our website at:

<http://www.palomar.edu/businessservices/Contracts/ContractsPendingProjects.htm>.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposal. No vendor may withdraw their proposal for a period of thirty (30) days after the date set for the closing of proposals.

A mandated pre-proposal conference will be conducted at Palomar Community College on October 12, 2016, at 3:00 location Conference Room A-4 C-1 on the San Marcos campus. Only those prospective vendors attending the conference will be eligible to submit a proposal. All other prospective vendors that do not attend the mandated pre-proposal conference will be considered non-responsive. All interested vendors wanting to attend the pre-proposal conference should call the office of Bernard Sena, (760) 744-1150 x2685 to confirm their attendance.

Palomar Community College District
San Diego County, California

Publication: San Diego Union
Publication Dates: October 10, 2016
October 17, 2016

INSTRUCTIONS TO VENDORS

RECOMMENDATION: ACTION

In order to be entitled for consideration, all proposals must be made in accordance with the following instructions:

1. **EXAMINATION OF DOCUMENTS**

Before submitting a proposal, all Vendors shall:

- A. Carefully examine the specifications.
- B. Fully inform themselves as to the facilities, conditions and limitations.
- C. Include in the proposal sufficient data to cover all items required by the contract.
- D. Attend a pre-proposal conference in the Palomar Community College Room A-4C1 at 1140 West Mission Road, San Marcos, California 92069 on October 12, 2016 at 3:00 p.m. Attendance at this meeting is mandatory for any Vendor desiring to submit a proposal.

2. **INTERPRETATION**

Should a Vendor find discrepancies in or omissions from the specifications or be in doubt as to their meaning, they shall at once notify the office of Bernard Sena, who will send written instructions or addenda to all Vendors. Palomar Community College District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the contract.

3. **SIGNATURE**

Each proposal must be signed in longhand by the Vendor with their usual signature. Proposals by partnerships must be signed with the partnership name by one of the partners, followed by the signature and the designation of the partner signing. Proposals by corporations must be signed with legal name of the corporation, followed by the name of the state of incorporation, date of incorporation, and the signature of the president, secretary, or other person authorized to contractually bind the corporation. The name of each person signing shall be typed or printed below the signature of the corporate officer, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

4. **SUBMISSION OF PROPOSALS**

Three (3) copies of the proposal shall be submitted in a similar envelope with like identification and delivered as required to:

Bernard Sena
Palomar Community College District
1140 West Mission Road, Room ST-54
San Marcos, California 92069

5. **PROPOSAL CLOSING**

Proposals shall be received up to but no later than 2:00 p.m. Pacific Daylight Saving Time, October 28, 2016 at 2:00 p.m. in the Office of Bernard Sena, A4-C1. It shall be the responsibility of each Vendor to insure that their proposals are properly received at or before the time for closing.

6. **MODIFICATIONS**

No oral, telephonic or on-line submission of proposals or modifications shall be considered.

7. **BASIS FOR AWARD & NEGOTIATED CONTRACT**

Each Vendor shall submit, as a part of their proposal, complete specifications and detailed descriptions of the services and items they propose to supply under this contract. Palomar Community College District's decision as to the successful Vendor shall be based on the specifications and qualifications of the Vendor, and the vending service operations plan or plans most advantageous to the District (considering total annual cost, operational methods, management services and other pertinent information). Other factors that may be applied include, price of the products to the consumers, additional incentives, programs, and consideration offered by the Vendor, as well as the Vendor's previous record of satisfactory services and quality and quantity of proposed machines and products. The final details of the contract with the successful Vendor(s) shall be negotiated based on the Vendor's details of the chosen proposal.

8. **WITHDRAWAL OF PROPOSALS**

Vendors may not withdraw their proposals for 30 days after the closing time and date.

9. **TENURE OF CONTRACT**

It is the intent of the District to award a contract for a five (5) year period beginning on or about November 1, 2016 and ending October 31, 2021, with option to renew one-year terms up to five (5) additional years.

10. **NOTICE OF AWARD**

Within ten (10) days after the notice the successful Vendor shall enter into a formal contract negotiations with the District and the final terms of the contract shall be negotiated within twenty (20) days, more or less. Service under the contract shall commence November 1, 2016.

Formal award of the contract will be by the District's Governing Board and until the Board approves the contract, there is no binding agreement. In the event the Vendor to whom an award is made fails or refuses to execute the contract and provide the required documents within five (5) business days following Board approval, the District may at its sole discretion award the contract to the next highest Vendor or reject all proposals.

All Vendors who submit a proposal to the District will be required to provide adequate documentation on the amount of money (profit) that will be generated for the District.

11. **PERFORMANCE BOND**

The successful Vendor will be required to provide the District with a performance bond that shall equal the 100% of the total amount of money the District is expected to receive annually during the tenure of the contract (excluding of any advertising that may be placed by the successful vendor).

12. **RFP SECURITY**

Every Vendor shall submit with its RFP the sum of \$100.00 as RFP security; in the form of cashier's check, money order, or other certified funds. The security shall be returned to all unsuccessful Vendors as provided by law.

SPECIAL CONDITIONS

1. QUALIFICATIONS OF VENDORS

In order to be considered for designation as the successful Vendor, each Vendor shall provide the following information:

- A. Completed & submit all required RFP Response Form's attached.
- B. Provide a plan for providing vending machine service.
- C. A listing of similar vending contracts currently operated in California or bordering states.
- D. Financial data regarding company size, credit standing, financial record and stability (latest annual report, Dunn & Bradstreet, bank references, etc.).
- E. Description of local staff expertise to support buying and management, accounting and auditing, advertising & marketing, installation and maintenance of vending equipment, and ability to service and keep full and functional on a daily basis all vending machine and support equipment.
- F. Description of all product proposed to be furnished and the unit price to be charged each customer therefore, e.g. price per bottle, can, etc. at the vending machine
- G. Ability to meet all insurance requirements.
- H. Policy and history regarding customer service, new products, current products not available from current suppliers, and increases in pricing during the contract.
- I. Age, sophistication, maintenance history, and reliability of all vending equipment to be used in servicing this contract.
- J. Offers to provide financial support to District programs and operations that generate significant portions of sales, including but not limited to: Student Activities, Athletics, Palomar College Foundation, KKSM-AM Radio.

2. RIGHT OF REJECTION

The right is reserved by Palomar Community College District to reject any or all proposals.

3. NONDISCRIMINATION

In the performance of the contract, the Vendor shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin; and shall comply with all applicable District policies and federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and Palomar Community College District's adopted affirmative action policy.

4. MANDATED PRE-PROPOSAL CONFERENCE

A mandated Pre-Proposal conference will be conducted at the main campus of Palomar Community College District on October 12, 2016 at 3:00 p.m. in the A4C1 Conference Room located on the San Marcos campus, 1140 West Mission Road, San Marcos, CA 92069-1487. Only those prospective Vendors attending the conference will be eligible to submit a proposal. All other prospective Vendors who do not attend the mandated Pre-Proposal conference will be considered non-responsive vendors. All interested Vendors wanting to attend the Pre-Proposal conference should call the office of Bernard Sena at (760) 744-1150 x2685 to confirm their attendance and to furnish a telephone number, fax number and Email address for their authorized representative.

GENERAL CONDITIONS

1. DEFINITION OF TERMS

A. "District" or "Palomar"

The Governing Board of Palomar Community College District or its duly authorized agents.

B. "Vendor":

A person, firm or corporation qualified to and who does submit a proposal.

2. INSURANCE

The successful Vendor shall provide at Vendor's sole expense, adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation acts, which may arise from operations under the contract with the District. The insurance policies shall be:

- Commercial, general liability and automobile liability subject to the following limits:
- \$1,000,000 limit of liability per occurrence for bodily injury and property damage; \$1,000,000 products liability; and automobile limit of \$1,000,000 per accident.
- Workers' compensation insurance as required by State law covering all employees.

These policies, except the Workers' compensation policy, shall name the District as an additional insured by endorsement to the successful Vendor's policy and shall contain a covenant requiring thirty (30) days written notice to the District before cancellation, reduction or other modification of coverage. These policies shall be primary and noncontributing with any insurance carried by the District and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each.

The successful Vendor shall be required to furnish the following proofs of the above insurance with the District prior to receiving authorization to proceed on a contract:

- Certificate of Insurance confirming \$1,000,000 combined single limit general liability coverage and automobile liability coverage, both naming the **Palomar Community College District** as an additional insured, and copies of the endorsement to the policies naming the **Palomar Community College District** as an additional insured.
- Proof of workers' compensation coverage.

The Vendor shall maintain current insurance documents, for all of the above coverages, on file at the District during the term of the contract with the District.

3. HOLD HARMLESS CLAUSE

The Vendor shall protect, indemnify, and hold the District harmless from and against any damage, cost or liability for injury or death to persons or to damage or destruction of property, arising from the

acts of the Vendor, Vendor's employees or subcontractors in the performance of the contract. It is expressly understood that the Vendor assumes sole responsibility for the observances of, and so observes and complies with all provisions of federal, state and local laws relating to or governing the operation of food service areas and vending machines. All licenses and permits shall be obtained and paid for by the Vendor.

4. **TAXES**

The Vendor assumes complete liability for all taxes applicable to the operations, income and transactions of the Vendor. The District shall not be liable and will not make reimbursement to the Vendor for any tax imposed whether directly or indirectly upon the Vendor by any authority by reason of the contract or otherwise.

5. **FINANCIAL RECORDS**

It is expressly understood that the Vendor shall maintain financial records in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the District or the Office of the Auditor General of the State of California at its request. Records, data and documents shall be retained for five (5) years after the end of each contract year.

6. **TERM OF CONTRACT**

It is the intent of the District to award a contract for a five (5) year period beginning on or about November 1, 2016 and ending October 31, 2021, with option to renew one-year terms up to five (5) additional years.

7. **PRICES**

All Vendors' shall base their proposals on current marketing prices for the particular geographic location of the services to be furnished. Vendors may suggest alternative pricing options and state the effects they would have on the proposal.

Thirty (30) days prior to the beginning of any academic term of operation, the cost of any products or services covered by any portion of this contract may be renegotiated provided the successful Vendor can prove to the satisfaction of the District that costs have increased by the percentage of request increase or more, during the preceding one-year period. If negotiations do not lead to agreement, the matter shall be submitted to a neutral, third party arbitrator selected by the District and the Vendor, whose decision shall be binding on them.

8. **LOCATION OF VENDING MACHINES & CAFETERIA SALES LOCATIONS**

- A. The locations of vending machines and types of items to be sold from vending machines will be specifically defined by District administration. Attached as Exhibit is a map of the main campus and identity of present locations.
- B. Cafeteria bulk sales facilities on the San Marcos campus and at the off site locations, including the Escondido Center are available for inspection by prospective Vendors to enable them to provide meaningful quotes for products to service those operations.

Vendors are invited to include with their Proposal alternate arrangements to meet the needs of the District including proposed new locations for vending. Proposals are to be written and attached to the RFP form.

9. **EVALUATION OF SERVICE**

The District reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the vending service facilities at any time with respect to the quantity and quality of food and beverages sold and served, the methods of service, the prices, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the District.

10. **HEALTH AND SAFETY REGULATIONS**

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

11. **ASSIGNMENT**

- A. The contract shall not be assigned by the Vendor in whole or in part without the express written consent of the District.
- B. In no instance shall the District name be used by the Vendor in connection with any advertising or promotions without the specific prior written consent of the District's Contract Services.

12. **TERMINATION**

- A. In the event the Vendor fails to carry out or comply with any of the terms and conditions of the established contract, the District reserves the right to demand remedy of any failure or default within ten (10) days.
- B. In the event the Vendor fails to remedy the failure or default within the specified period, the District shall have the right to cancel and terminate the established contract. Termination by either party shall be in writing. In such case, it shall be incumbent upon the Vendor to continue operation until relieved by a subsequent vending service operator chosen by the District (not to exceed ninety (90) days).
- C. In the event that the District shall fail to carry out or comply with any of the covenants or conditions of the contract or any amendments thereto, the Vendor may notify the District of such failure or default and demand that the same be remedied within ten (10) days; and in the event the District fails to remedy the same within said period, the Vendor shall thereupon have the right to cancel and terminate this agreement with a ninety (90) day notice in writing of its intention to do so.
- D. Items A through C above notwithstanding, in the event that the Vendor fails to maintain and keep in force general liability insurance and workers' compensation insurance, the District shall have the right to cancel and terminate this agreement forthwith and without notice.

13. **AMENDMENT**

The terms, conditions, rates and provisions of the contract between the District and Vendor may be amended by mutual consent of the parties from time to time by written modification.

14. **PARKING**

Parking on campus by the Vendor's employees shall be subject to the same regulations and parking fees as apply to District vendors generally.

15. **SUPERVISION/COORDINATION**

Vendor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. The Vice President of Finance & Administrative Services or his duly designated representative shall coordinate all activities connected with the provision of services specified in the contract and shall meet with the assigned Vendor's representative(s) on a periodic basis to coordinate enforcement of District policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of Vendor to respond, in writing if so requested, to inquiries, requests for change, and recommendations.

16. **INDEPENDENT CONTRACTOR**

Vendor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by Vendor with respect to third parties shall be binding on the District.

17. **FORCE MAJEURE**

Vendor shall notify the District immediately of any material delay in performance of specified service and shall specify in writing the proposed revised performance date as soon as practicable after notice of delay. Vendor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay the term of the contract shall be extended for a period equal to the time lost by means of such delay on written approval by the District.

18. **NOTICE**

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the office of Bernard Sena, 1140 West Mission Road, San Marcos, California 92069.

19. **EXCLUSIVITY**

As used in these documents, the term "exclusivity" shall mean that the District will use its best efforts in arriving at an agreement with the successful Vendor to authorize for distribution only those products and services agreed to under the contract with the Vendor, to the general exclusion of other products of like nature. The District is aware that the Vendor's proposal to guarantee a stated amount of payment to the District for each year of the contract is based upon the general assumption that the successful vendor shall fulfill the District's general requirements for the products and services contracted.

Vendors understand and agree that the "requirements of the District" for the stated products and/or services may vary greatly depending upon time of year, consumer demand, vendor pricing, individual likes and dislikes, quality of products and services furnished, and other similar factors outside the control of the District.

In addition, the District makes no "warranty" or "guarantee" that other like products or services shall not be consumed on District property as a result of student activities generated under the auspices of student clubs, organizations and the Associated Student Government, and/or as a result of beverages, snacks, and other consumables brought to District property by students, faculty, staff and visitors.

TECHNICAL PROVISIONS

1. VENDOR'S RESPONSIBILITIES (VENDING MACHINE OPERATIONS)

- A. The Vendor shall, without cost to the District, provide a sufficient number of new or used automatic food and beverage vending machines (in excellent appearance and operating condition with automatic coin changers), in locations approved by the District, and shall be responsible for keeping these machines in operation 24 hours per day, 7 days per week, supplied as required to provide, under normal conditions, students, faculty and staff with sufficient amounts of food and beverages of good quality, dispensed in conformity with all applicable federal, state and local laws and health and sanitation standards. Such food and beverages shall be available for purchase at such reasonable prices and sizes per portion as mutually agreed upon by the District and the Vendor.
- B. The design of all vending machines shall be new or in a condition that will compliment the area in which they are located and listed by type in the proposal.
- C. Additional machines shall be installed as may be required by, and/or approved by, District to permit prompt and convenient serving of food and beverages.
- D. The District reserves the right to have placed 25 percent of all machines (by number) in locations where they may not make a profit, but rather offer a segment of the campus population a service the District deems necessary.
- E. The vending machines to be installed shall remain the responsibility of the Vendor who shall have the right at any reasonable time to ask for removal and/or replacement of any of the machines as mutually agreed. The District assumes no responsibility for these machines, but shall exercise reasonable care to permit only authorized Vendor personnel to remove or repair any of the machines. The Vendor shall be responsible for cleanliness of all vending machines.
- F. Vendor shall provide, maintain, and keep filled adequate money changing machines as required by District to serve students using vending machines.
- G. Vendor will assume all responsibility for damage to the vending machines caused by neglect, vandalism or any other cause.
- H. Vendor shall complete installation of equipment and fixtures, redecorating and other building modifications as approved by the District on or before **November 15 2016**. Vendor shall complete such installations and modifications provide management and operations personnel and all other things required for performance under the contract and are open for business by **November 15, 2016**. If Vendor fails to meet the time line (less the force majeure clause) the District may access liquidated damages in the amount of \$200.00 per day until the Vendor has completed a successful installation.
- I. Vendor shall be responsible to contact the District's Director of Facilities for approval of machine installation prior to installing and/or moving any machines on campus, and shall cooperate with any removal of existing machines and the owner thereof.
- J. In the event of District owned utilities needing repair i.e., water lines, drain lines and power lines it will be the responsibility of the Vendor to immediately notify the District's Director of Facilities.

- K. Vendor shall be responsible for insuring that all vending machines installed are properly and sufficiently anchored. Prior to initial installation and/or replacement of any units the Vendor shall provide a diagram/drawing to the District's Director of Facilities and to the office of Contract Services for review and approval. **At no time shall a vending machine be placed on this campus or its education centers without being properly anchored.**
- L. Vendor shall submit to the Director of Facilities all electrical load readings for each type of machine put into operation at the District. The Director of Facilities may conduct on site electrical measurements to verify this data.

Vendor shall be responsible for all electrical costs associated with the operation of its vending machines which sum shall be paid by separate check to the District on at least a semi-yearly basis, but no less frequently. These funds shall be placed in the District's account for electrical expenses.
- M. The vendor shall certify that all of the vending machines are bolted in place to meet current seismic safety restraints. This shall be done when the machines are first installed and whenever a machine is removed or replaced. This documentation shall be sent to the Director of Facilities. There shall be a "penalty" of \$100 for each machine/each occurrence that is not bolted down.

The vendor shall make a written request to the Director of Facilities for the addition of any new machines being installed on Campus. This request shall go through the District "Shared Governance" process prior to the machines being installed.
- N. The District reserves the right to have the machines placed in an area that does not impact District operations or services.
- O. The District reserves the right to have any machine that does not operate correctly, replaced within 5 working days.
- P. Vendor service trucks and vehicles shall not drive upon any District sidewalk without the written permission of the District Chief of Police upon recommendation by the District's Director of Facilities. The vendor shall be subject to citation for each violation of this requirement in accordance with existing law.
- Q. Any new utility services required shall be installed at the expense of the vendor. The vendor may elect to hire a company licensed to perform such work, as long as District requirements for such work are met.

4. **DISTRICT RESPONSIBILITIES**

The District shall:

- A. Provide, as mutually agreed, the facilities locations, reasonably required by the Vendor for the efficient operation of its vending machine and cafeteria sales operations (all of which shall be and remain the sole property of the District).
- B. Be responsible for and assume the costs of the following:
 - i. Providing appropriate space.
 - ii. Providing waste receptacles.
- C. Provide janitorial coverage of the vending machine and cafeteria sales areas exclusive of vending machines themselves.

5. **REQUIREMENTS OF LAW & SEVERABILITY**

- A. Each and every provision of law and clause required by law to be inserted into the contract shall be deemed inserted and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted then upon application of either party the contract shall forthwith be amended to make such insertion or correction.

- B. Any provision of the contract adjudged by a court to be void or unenforceable, shall be severed from the remainder of the provisions and shall in no way affect any other provision of the contract or its validity or enforceability.

PROPOSAL FORM REQUIREMENTS

Requirements

In submitting proposal, "PROPOSER" agrees to the following requirements:

1. Direct Delivery of Products, including but not limited to:
 - Fountain Syrup/CO, Gas
 - Carbonated soft drinks in bottles and cans
 - Cups and lids
 - Snacks
 - Other drinks, including teas, bottled coffee, juices, water, etc.
2. Weekly scheduled deliveries; delivery driver will stock and rotate product in storage rooms.
3. CO, tanks at no charge.
4. State of the art Post-mix equipment at no charge for all current locations and any mutually agreed to future locations.
5. High quality new or nearly new visual display coolers at no cost for all mutually agreed to locations.
6. Display coolers merchandised three (3) times a week.
7. Large capacity vending machines with newest technology and dollar bill vacillators at no cost for all current locations and any mutually agreed upon additional locations. If utility facility modifications are required, the cost of those modifications will be a "PROPOSER'S" responsibility.
8. No cost, 24-hour, 7 days a week service for all "PROPOSER" provided equipment with a commitment for less than 24-hour response time.
9. Monthly accounting for bottle/can vending use and commissions.
10. Monthly payment of commissions.
11. Any up-front payments shall be received within sixty (60) days from the "DISTRICT'S" approval of contract.
12. After initial up-front payments, my yearly payments shall be received before July 31.

Beverage Pricing; provide case Packaging

1. First Year Pricing--Pricing schedule may be attached to this page.
2. Years 2 to 5 Pricing--Annual increases, if any may not exceed the increase in the Agency Billing pricing.

Cup & Lid Pricing; provide case packaging

1. First Year Pricing--Pricing schedule may be attached to this page.
2. Years 2-5 Pricing- Identify what pricing schedule will be used in future years.

PROPOSAL FORM AGREEMENT

Offer Held Firm: The "PROPOSER" agrees that it will not withdraw its offer for a period of ninety- (90) calendar days from the opening date.

Right to Reject: The "PROPOSER" understands that the "DISTRICT" reserves the right to reject any or all proposals and to waive any informalities in the evaluation of proposals. The "DISTRICT" intends to verbally negotiate with the "PROPOSERS" to reach a final agreement.

Bidder Certification: The "PROPOSER" certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud.

Execution of a Contract: If awarded a contract, the "PROPOSER" *agrees to execute a contract in accordance with this Proposal and the "DISTRICT'S- Instructions for Submittal of Proposals, Information for "PROPOSERS", General Conditions, and Service Requirements within twenty-one (21) calendar days of receipt of written notice of acceptance of the Proposal by the "DISTRICT".*

Assumption of Contract: The "PROPOSER" agrees to assume operations under the contract on November 1, 2006 or within 60 calendar days following the "DISTRICT'S" notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the "PROPOSER" affirms acceptance of the complete Conditions, Specifications and Requirements associated with the "DISTRICT'S" RFP document, unless otherwise stipulated. Any variances or exceptions which the "PROPOSER" wishes to note with respect to any of the Conditions, Specifications, or any DISTRICT Service Requirements are to be stated herein or in an attachment to the bid submittal, which is to be, titled "Exceptions."

Conflicts of Interest: All "PROPOSERS" must disclose the name of my Board of Trustees member, officer, director, or agent who is also an employee of the Palomar Community College "DISTRICT", which includes any COLLEGE employee. Further all "PROPOSERS" must disclose the name of any "DISTRICT" or COLLEGE employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the "PROPOSER'S" firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The "PROPOSER'S" detailed responses to the "DISTRICT'S" Specifications and evaluation criteria must accompany this Proposal.

"DISTRICT'S Right to Award: The Signer hereby acknowledges that the "DISTRICT reserves the right to make the award to the "PROPOSER" which the "DISTRICT" judges to have submitted the proposal most favorable to the "DISTRICT", with the "DISTRICT" being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

(Seal, if bid is by Corporation)

SUBMITTED BY.

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number/FAX Number

By: Signature (Manual)

By: Signature (Typed)

Title

Addenda: Changes or connections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

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Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

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

State of California)
)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, "PROPOSER", company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the "PROPOSER" has not directly or indirectly induced or solicited any other "PROPOSER" to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any "PROPOSER" or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the "PROPOSER" has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the "PROPOSER" or any other "PROPOSER", or to fix any overhead, profit, or cost element of the proposal price, or that of any other "PROPOSER", or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the "PROPOSER" 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, "PROPOSER", company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Date

COMPLETION OF RFP FORMS

PROPOSAL FORM	DESCRIPTION
1. Proposal "A"	Exclusive vending rights for vending products.
2. Proposal "B"	Exclusive bottled beverage products as relates to Vendor's product line including "New Age Products".
3. Proposal "C"	Exclusive rights to provide all products in "A" + "B", above.
4. Financial Support	Contributions to Palomar Programs

In addition to the District's Proposal Forms described above in proposals "A" through "C", inclusive, Vendors may provide material and information that they believe will be useful to the District in evaluating any specific proposal.

PROPOSAL FORM

Proposal of:

(hereinafter referred to as "PROPOSER")

TO: Palomar Community College District
Bernard Sena, Contracts
1140 West Mission Road
San Marcos, CA 92069

The "PROPOSER", in compliance with your invitation for proposals for:

VENDING MACHINES & SUPPLY OF BEVERAGE,
BULK PRODUCTS, SNACKS, COFFEE, AND WATER

for the Palomar Community College District's San Marcos campus and Escondido and Center, having examined the instructions for Submittal of Proposals, Information for "PROPOSER'S", General Conditions, and Requirements, and having examined the site and being familiar with all conditions in connection with the proposed contract, hereby proposes to provide, as an independent contractor, the personnel, goods and services necessary to provide exclusive vending machines and supply of beverage, bulk products, snacks, coffee and water for the benefit and use of the students, staff, and guests of the "DISTRICT". In return for the privilege of providing exclusive vending machines and supply of beverage, bulk products, snacks, coffee and water, the 'PROPOSER'S' offers to compensate the "DISTRICT" in accordance with the schedule of 'PROPOSER'S' considerations stated hereinafter.

PROPOSAL FORM A
Exclusive Vending Rights for Vending Products

Potential PROPOSER Contributions

Required:

- 1. Guaranteed cash payments for exclusive vending rights.

Year 1:

Year 2:

Year 3:

Year 4:

Year 5:

- 2. Commission Support (Full Service Vending) Provide schedule for commission; with a minimum guaranteed commission per year. Be specific on program being proposed. (Add additional sheets if necessary).

Year 1:

Year 2:

Year 3:

Year 4:

Year 5:

FORM B
Exclusive Bottled Beverage Products as it Relates to Proposers
Products and “New Age Products”

Potential PROPOSER Contributions

Required:

1. Guaranteed cash payments for exclusive bottled beverage rights.

Year 1:

Year 2:

Year 3:

Year 4:

Year 5:

PROPOSAL FORM C
Exclusive Rights to Provide all Products A, B, B(2)

Potential PROPOSER Contributions

Required:

1. Guaranteed cash payments for exclusive vending dispenser, and bottled beverage rights.

Year 1:

Year 2:

Year 3:

Year 4:

Year 5:

2. Commission Support (Full Service Vending) Provide schedule for commission; with a minimum guaranteed commission per year. Be specific on program being proposed. (Add additional sheets if necessary.)

Year 1:

Year 2:

Year 3:

Year 4:

Year 5:

**FINANCIAL SUPPORT DOLLARS
OFFERS TO CONTRIBUTE SUPPORT AND CASH CONTRIBUTIONS TO
PALOMAR COLLEGE FOUNDATION STUDENT ACTIVITIES, ATHLETICS, KKSM-AM RADIO,
BRUBECK THEATER, MUSIC & ART PROGRAMS**

Potential PROPOSER Contributions

Palomar Community College
Foundation _____

Student
Activities _____

Athletics _____

KKSM-AM-Radio
Station _____

Brubeck
Theater _____

Music & Art
Programs _____