

**ADDENDUM #3**  
**RFP 300-17**  
**BEVERAGE VENDING**

The following changes are being made to the original RFP posted October 10, 2016.

Change #1: Notice to Bidders-Responses to submitted questions from Mandatory Pre-bid Conference.

Q-1-All New Dates Confirmed

***Response:***

*As of today, only one date remains on the calendar for the completion of the submittal process.*

*It is well understood it in Palomar College's best interest to have a competitive processes and based on numerous requests for additional time to develop and gather corporate resources the date for submittal will be changed for final submittal as follows:*

***From:***

***November 10, 2016 -2:00 p.m.***

***To:***

***November 18, 2016 -2:00 p.m.***

*Submission location A-4, C-1*

Q-2-Campus locations listing with Foodservice operations. Coolers, FSV (Full Service Vending), or Fountain.

***Response:***

***Aramark Food Service - Main Café, Snack Shack San Marcos, Snack Shack Escondido Center***

***Follett Bookstore-Palomar Campus***

***Vending- Indicated locations per Campus Map as attached to RFP-See RFP Posting***

Q-3-Full current equipment listing on each campus. To include location, Make/Model, and type (Cooler, Vendor, or Fountain)

*Response:*

*Main Café 3 Double Door Coolers, 2 Single Door Coolers, 1 Single SHORT ZICO Cooler, 2 Eight Post Soda Fountain Dispensers // Main Campus Snack Shack 2 Single Door Coolers, 2 Double Door Coolers, 1 Single SHORT ZICO Cooler.*

Q-4-Volume History for past 12months to include Fountain, Co2, FSV, and B & C (Bottle & Can)

*Response:*

*Per Current Vendor and invoices- Volume*

<i>Aramark Cafeteria</i>	<i>1215 cases</i>
<i>Aramark Cafeteria</i>	<i>996 gallons</i>
<i>Co2</i>	<i>225</i>
<i>Follett Bookstore</i>	<i>1905 cases</i>
<i>Vending</i>	<i>3692 cases</i>

Q-5-Please provide any projected growth during the term of the agreement in which additional equipment or support to Foodservice Operations will be needed.

*Response:*

*Per Aramark - No additional Food Service equipment needs anticipated.*

Q-6- Taken from Pg. 5 – Notice of Award – “Money (profit) generated for the District”. Does this mean contracted funding or profit from sales? Profit to the District can depend on several factors to include margin, sales, product mix, etc. These are all items in which the outside of our control.

*Response:*

*“Money generated for the District”-This is to include all monies –from every source, to include profit and any other contributions to the measure of dollars offered in total to the District. Profit is to be measured by this formula-R-E=P, (Revenue- (minus) Expenses equals Profit). Documentation will be required to fully apprise of amount of profit and additional contributions to the value of the offer.*

Q-7-Pg. 5 – Performance Bond – Asking for performance bond to equal 100% of the money to the District. Is this the total contracted funding dollar amount? Will this be returned? To include dollars earned in FSV commissions?

*Response:*

*The dollar amount of the performance bond is \$10,000 and this will be returned at the conclusion of the contract including interest.*

Q-8-Pg. 5 - \$100 security with submission of bid? Can I pay with a CC? Cannot cut a check without a supplier number which could takes up to 6 weeks to obtain.

*Response:*

*No participation security is or will be required.*

Q-9-Pg. 8 – Pricing – What documentation exactly is required? Can we place a cap on increases each year instead?

*Response:*

*Documentation of material market changed conditions and supplier increases must be provided .No cap increases are considered at this point in time and will be looked at prior to each year of the possible contract extension.*

Q-10-Pg. 11 – FSV D. – District has the right to place 25% of FSV not profitable. What if the product continues to go out of code due to slow sales?

*Response:*

*The District requires ongoing high level customer service that includes access to product and location of machine options at our Discretion. Placement of product is the entire responsibility of the supplier. Out of Code Product removal is and will remain the responsibility of the supplier. Slow sales will be evaluated on a case by case basis.*

Q-11- Pg. 11 – Confirm 15 days to install or \$200 penalty per day?

*Response:*

*Aramark-Must be as scheduled-15 day compliance required. The word "Penalty" is to be removed and replaced with the term "Delay and Late Charge".*

Q-12- Pg. 12 – Confirm the District is looking to have bidder pay Electric bills?

*Response:*

*The costs for electric utilities is understood to be included and covered by the District.*

Q-13-Pg. 12 – Bolted down? We do not typically do this anymore...are you sure this is desired?

*Response:*

*Not Required*

Q-14-Pg. 12 – If we are required to install new electrical for FSV than will need an idea of what will be expected for the term of the agreement.

*Response:*

*Existing facilities are fully operational and not needing new electrical.*

*It is the expectation that the Fountain Supplier will offer mutual cooperation and be responsible for the Term of the Agreement for all new electrical for anything beyond what is reasonably anticipated for future food service standard operations or outside the scope of typical infrastructure requirements currently utilized or planned.*

*It is to be understood that new facilities are anticipated and operational requirements will be considered at such time.*

Q-15 Pg. 14 – Wants merchandising 3 days per week? Or on delivery days only?

*Response:*

*Aramark- Three days a week is good.*

Q-16- Pg. 14 – No charge on Co2? Confirm that the District wants bidder to supply free co2 to Aramark (the current 3po) who purchases to run fountain beverages

*Response:*

*Co2 is to be no charge and free with a deposit charge for the cylinder allowed.*

*Aramark-We currently purchase CO2 and pay a deposit on each container however that was only out of past practices and is inconsistent with the contract.*

Q-17-Pg. 14 – Usually annual payments are paid out within 60 days of the anniversary date of agreement. Is this acceptable?

*Response:*

*There are different payment types and therefore different payment times; Up Front Contract Exclusivity, Guaranteed Yearly and Monthly Commission.*

*Commission Payments: Monthly accounting and payment*

*Guarantee Sales Commission Support Payments: Before July 31 of each year.*

*Initial Upfront Contract Payments-Exclusive Annual Vending Rights-Sixty days prior to annual Contract date.*

Q-18-Pg. 14 – What is Agency Billing?

*Response:*

*Agency Billing refers to the District's Right to bill the supplier at any time a difference in commissions paid is identified that is a variance for established costs. The cost basis for product cannot change and negatively affect commissions owed without first having met timely approved annual increase conditions for change of cost to contract price. Prior approval if not met will require Agency (District) Billing to satisfy monies owed.*

Q-19-Pg. 23 – 2. Same as page 22 Proposal form A?

*Response:*

*There is an intentional redundancy. Page 21 is for Cash Payments for annual Exclusive Vending Rights and for Vending Commissions.*

*Page 22 is for the energy drinks segment consistent with Page 21.*

*Page 23 is inclusive of exclusivity for Fountain Dispenser combined with vending machines.*

*Pages 21 22 and 23 are distinguished and to be interpreted in the following ways:*

*Page 21-PROPOSAL FORM A-Part 1*

*Guaranteed cash payments for exclusivity of brand usage for both vending and Fountain for the entire District to be responded by annual cash payments to be paid prior to Contract inception and renewal. This applies for each and every year 1-5.*

*Page 21-PROPOSAL FORM A-Part 2*

*Commission Support for Full Service Vending. This is annual guaranteed commission dollar amount by year subject to actual monthly sales commission not being met difference is guaranteed and paid regardless of actual sales amount. Paid*

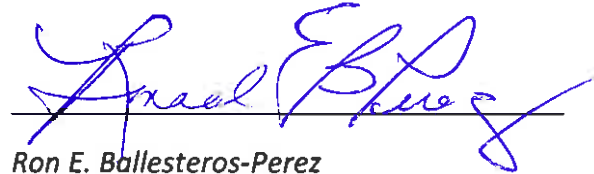
*Page 22-Energy Drinks Segment-Exclusivity and commissions also apply.*

*Page 23-Comprehensive Fountain, Vending and Energy. Should be consistent to page 21 but enhanced response with inclusion of Fountain products exclusivity.*

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The information above is added to RFP 300-17.

Date issued: October 31, 2016

A handwritten signature in blue ink, appearing to read "Ron E. Ballesteros-Perez", is written over a horizontal line.

*Ron E. Ballesteros-Perez*

*Assistant Superintendent, Vice-President*

*Finance and Administration Services*

*Palomar Community College District*