

## REQUEST FOR PROPOSAL

FOR

**RFP-300-19**

**SNACKS & COFFEE VENDING SERVICES,  
SAN MARCOS MAIN CAMPUS, ESCONDIDO EDUCATION  
CENTER, FALLBROOK EDUCATION CENTER, AND RANCHO  
BERNARDO EDUCATION CENTER**

**DUE: August 14, 2018**

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

**RFP Deadline for Submittal:  
No later than 3:00 p.m. on August 14, 2018**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

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**PALOMAR COMMUNITY COLLEGE DISTRICT**  
**RFP #300-19**  
**SNACKS & COFFEE VENDING SERVICES**  
SAN MARCOS MAIN CAMPUS, ESCONDIDO EDUCATION CENTER, FALLBROOK EDUCATION  
CENTER AND RANCHO BERNARDO EDUCATION CENTER

**SECTION I: INFORMATION FOR VENDOR**

**1. BACKGROUND**

Palomar Community College District was founded in 1946. The main campus sets on 250-acres and is located in northern San Diego County in the city of San Marcos. The main campus currently has almost 300 contract faculty serving a diverse student body of approximately 25,000 students and over 400 staff and administrators. In addition to the San Marcos Campus, Palomar has one established educational center in Escondido and several outreach locations throughout the 2,550 square mile district. Palomar offers more than 200 Associates Degree and certificate programs that lead to a career or transfer to a four-year university.

In June 2018 Palomar will be opening the Fallbrook Education Center which is located on an 82 acre property located in northern San Diego County in the city of in Fallbrook and the Rancho Bernardo Education Center, 27 acres, to serve the southern portion of the District. Palomar College constitutes a single-college district, and it is the largest single community college district in San Diego County.

It is the intent of this Request for Proposal to the snack and coffee vending machine services at the main campus and the three (3) education centers.

**2. Introduction**

Palomar Community College District (District) seeks proposals from qualified and competent Vendor to provide snacks only, coffee only, or both snack and coffee vending machine services for various locations at the San Marcos campus, Escondido Education Center, Fallbrook Education Center, and Rancho Bernardo Education Center.

The District is a two-year higher education institution and is one of 114 colleges in the California Community College system. The regular academic calendar runs approximately from the third week in August through the end of May. Summer session classes are offered Monday to Friday and run from the end of May through approximately the second week of August. Vending is provided for the summer sessions. There are no residence halls on the main campus or the education centers.

Students, Faculty, staff and visitors use the vending services at our various campuses with convenient locations to obtain a variety of snacks and hot beverages of their choice. It is important as a potential Vendor to keep the students' needs and concerns in mind when providing a product. A consistent and convenient product is what is most important to the average student. All machines should be stocked with similar products and maintain steady deliveries to ensure that no student goes without.

It is also important to note that starting with this contract; the District would like to provide a healthier option for the users as well as a product that can satisfy the demand for sweets. Student experience is what is most important and the District would like to provide students with foods that will nourish their bodies so that they can be in top shape to perform in class.

The District expects Proposers to present a complete program for the management of its vending service and to include verifiable examples of successful programs. In addition to process, proposal should include a quality assurance program, promotional programs and ideas regarding décor, all in sufficient detail to allow the District to evaluate the intended operation from the standpoint of quality, costs and service.

It should be noted that the District maintains separate contracts with Aramark for our food services concession, the Coca-Cola Bottling Company of San Diego for exclusive beverage services, including beverage vending machines, and Follett Higher Education Group for operation of the bookstore.

Any discrepancies, errors, questions or clarification pertaining to this RFP should be directed in writing to Debbi Claypool, Senior Contracts Administrator at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and Nick Brizeno, Contracts Administrator at [nbrizeno@palomar.edu](mailto:nbrizeno@palomar.edu). Respondents are encouraged to submit their questions, **as soon as possible**, in order to give the District an opportunity to reply in a timely manner. The District **will not** accept any questions for clarification after **3:00 p.m. on August 6, 2018**.

If in the sole judgment of the District, any response to questions, discrepancies, clarification or errors which affects the RFP or other Respondents, the District will issue responses in writing in the form of an addenda and post on the District's website at the following address:  
<http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>.

Prior to submittal of RFP, please check above referenced website for any Addenda issued.

This Request for Proposal does not commit the District to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

The District reserves the right to reject any and all RFP submittals, to amend the RFP and the RFP process and to discontinue or re-open the process at any time.

The District shall not be liable to the Respondent[s] (Vendor) for personal injury or property damage sustained in the performance of these services, however caused.

### 3. **RFP TIMELINE**

The District anticipates the following schedule for selecting Vendor:

<b><u>ACTION</u></b>	<b><u>DATE</u></b>
Release Request for Proposals	July 26, 2018
Last Day to Submit Request for Clarification by e-mail to Debbi Claypool at <a href="mailto:dclaypool@palomar.edu">dclaypool@palomar.edu</a> and Nick Brizeno at <a href="mailto:nbrizeno@palomar.edu">nbrizeno@palomar.edu</a> .	August 6, 2018 on or before 3:00 p.m.
District to post responses to Request for Clarifications on website: <a href="http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/">http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/</a>	August 9, 2018
<b>Deadline for receipt of RFP submittals</b>	<b>3:00 p.m. August 14, 2018</b>
Notification of selection status	Estimated date: August 16, 2018
Selection Committee Interviews - Tentative	August 22 - 23, 2018
Board Action to Award Contract	September 11, 2018
Commencement of Contract	after September 11, 2018 and by September 17, 2018

### 4. **TERM OF CONTRACT**

The term of the contract is for a period of, three (3) years from September 12, 2018 to September 11, 2021, with an additional two (2) one-year renewal option, not to exceed five (5) years. Continuing

renewal and cancellation terms shall be negotiated with the successful Vendor.

**5. 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. The District will accept proposals for Snacks only, Coffee only or both Snacks and Coffee Vending Services. **HOWEVER, you must clearly state that in your COVER LETTER.** 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 shall be negotiated based on the Vendor's details of the chosen proposal. See exhibit "K" attached.

**6. AWARD OF CONTRACT**

Award shall be recommended to the Vendor whose proposal best meets the needs of the District. The successful Vendor will receive written notification of the District's intent to award. It is anticipated that this Award recommendation will be brought to the Governing Board Trustees of Palomar Community College District at their September 11, 2018 meeting. Upon approval by the Governing Board, the District will enter into a contract with successful Vendor. In the event the District and Vendor to whom an award is made fails or refuses to execute the contract within ten (10) days from the Governing Board approval, the District may at its sole discretion award the contract to the next highest Vendor or reject all proposals.

## **SECTION II: GENERAL CONDITIONS**

### **1. DEFINITION OF TERMS**

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

**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.

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 coverage, on file at the District during the term of the contract with the District 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.

### **3. PERFORMANCE BOND**

The successful Vendor will be required to provide the District with a performance bond that shall equal 10% 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).

### **4. HOLD HARMLESS CLAUSE**

The Vendor shall protect, indemnify, and hold the District, the College, the Board of Trustees and all their respective officers, agents, and employees 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.

The Vendor, at Vendor's own expense, cost, and risk shall defend at District's request, any and all actions, suits, or other proceedings that may be brought or instituted against the District, the College, the Board of Trustees, or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, the College, the Board of Trustees, or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

**5. 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.

**6. 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.

**7. 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.

**8. 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.
- e. Vendor agrees to remove all machines/equipment within five (5) business days following the effective termination date of this agreement or in the event of an early termination.

**9. AMENDMENT**

- a. The terms, conditions, rates and provisions of the contract between the District and Vendor may be amended by mutual agreement in writing between the parties.
- b. Proposed commissions, guaranteed minimum annual commission, signing bonus or contributions will be considered firm for the entire term of the agreement unless it is documented, and accepted by the District, that are documented reasons of changes in legislation, taxes, fees or a significant condition outside the control of the vendor that justifies a renegotiation. Due to ongoing college construction and maintenance projects, it is expected that some vending locations may be closed, and new or remodeled locations be opened over time and these situations are routine and are not considered justification to renegotiate.
- c. Vendor will provide, at its cost, necessary documentation to the district to make any changes it requests under Section 9, Article b.

**10. 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.

**11. 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.

**12. 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.

**13. 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 Contract Services, Room A-130, 1140 West Mission Road, San Marcos, California 92069.

**14. 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 services agreed to under the contract with the Vendor. 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 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.

**15. 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.

**16. MISCELLANEOUS**

Included in this RFP are the Exhibits A – K.



### **SECTION III: INSTRUCTIONS FOR PROPOSAL SUBMITTALS**

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

#### **1. PROPOSAL CONTENT**

All materials submitted in response to this RFP shall be on 8-1/2"x11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate sections of the RFP response which corresponds to the information requested in Paragraph A-G below.

Any additional information that the Respondent wants to submit, which is not listed in Paragraph A-G below, must be bound in a separate binder.

Each Respondent shall submit four (4) copies **and** a complete electronic copy on a compact disk (CD) or thumb drive in PDF format of their respective RFP response to:

Office of Contract Services  
ATTN: Debbi Claypool  
Palomar Community College District  
1140 W. Mission Road Room A-130  
San Marcos, CA 92069-1487

RFP responses not received in the office of Contract Services prior to the latest date and time of submission will be rejected by the District for non-responsiveness. Respondents are advised that the District utilizes a centralized mailroom/warehouse for receipt of items transmitted by U.S. Mail and overnight courier services (such as FED EX, UPS, etc.), are received in the centralized mailroom/warehouse and will be distributed on a daily routine basis and are not guaranteed to be received in the office of Contract Services, Room A-130, by the submittal deadline. The District adheres to our closing date and time and encourages Vendors to send via mail or FED EX in ample time, otherwise, use a local courier or personally deliver to insure their response package is received prior to **3:00 p.m., on August 14, 2018**. A campus map of the San Marcos campus identifying Room A-130 is attached as Exhibit "C"

**Each response must include the information as described in Paragraphs A-G below:**

- A. Cover Letter.** Provide a cover letter and introduction, including the name and addresses of the company submitting the proposal, **clearly state if the proposal is for snacks only, coffee only or both snacks and beverages**, along with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representation for the company. **The letter shall be signed by an individual authorized to contractually bind the company.**
- B. Background & Experience:**
1. Policy and history regarding customer service.
  2. Provide a plan for providing vending machine services.
  3. A listing of similar vending contracts currently operated in California.
  4. Description of local staff expertise to support buying and management, accounting and auditing, advertising and 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.
- C. Product & Pricing:**
1. A description of all products proposed to be furnished and the unit price to be charged each customer.

2. Your company policy on increasing prices during contract term.

**D. Service & Equipment:**

1. Provide a schedule for serving products and company's process for withdrawing product from stock that will exceed its sell by date before the next scheduled service date.
2. Provide your standard procedure and timeline for handling refund requests.
3. Include your method for guaranteed response time for on-site repair service during all operating hours, including weekends and holidays.

**E. Forms:** Vendor shall complete, sign and submit the following forms, which are included in the RFP:

1. Fee Proposal Form
2. Non-collusion Affidavit
3. Hold Harmless Agreement
4. Workers Compensation Certification

**F. Insurance:** A written statement of your company's ability to comply with the insurance requirements as set forth in General Conditions section of the RFP.

**G. References:** Vendors must be able to present evidence of satisfactory experience in providing similar services to that requested in this RFP. Provide three nearest companies or governmental agencies for the proposed services which can be contacted or inspected for an assessment of past customer satisfaction.

**2. INTERPRETATION**

Should a Vendor find discrepancies in, omissions, or need clarification on the specifications or be in doubt as to their meaning, they shall notify the office of Contract Services on or before August 6, 2018 at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and [nbrizeno@palomar.edu](mailto:nbrizeno@palomar.edu). Responses to questions and or clarification will be given in the form of an addendum and will be posted on our website:

<http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>

The 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. RFP PREPARATION**

The RFP preparation and associated cost are the sole responsibility of the submitter and will not be reimbursed by the District. The District reserves the right to reject any and all RFPs to amend the RFP and the RFP process, and to discontinue or re-open the process at any time.

The District shall not be liable to the submitter and its firm, organization, or team for personal injury or property damage sustained in the performance of these services, however caused.

## **SECTION IV: SCOPE OF SERVICES**

### **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 only, or beverage only, or both food and beverage vending machines (in excellent appearance and operating condition), 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 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 complement 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 furnish all condiments, napkins, cups, utensils, etc. required at each location.
- g. Vendor will assume all responsibility for damage to the vending machines caused by neglect, vandalism or any other cause.
- h. Vendor shall install equipment and fixtures, **the week of September 17, 2018 or sooner.**
- i. Vendor shall be responsible to contact the District's office of Contract Services 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. The vendor shall make a written request to the District's office of Contract Services for the addition of any new machines being installed on Campus. This request shall go through the District's "Shared Governance" process prior to the machines being installed.
- 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 Facilities Services, 760-744-1150, ext. 3451.
- k. 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. The documentation shall be sent to the office of Contract Services. There shall be a "penalty" of \$100 for each machine/each occurrence that is not bolted down.

- l. The District reserves the right to have the machines placed in an area that does not impact District operations or services.
- m. The District reserves the right to have any machine that does not operate correctly, replaced within 5 business days.
- n. Vendor's 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.
- o. 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 the District's requirements are met.

**2. 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.

**3. LOCATION OF VENDING MACHINES**

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 "C" is a map of the main campus and other education centers.

**4. 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. See Exhibit "K" for details.

**5. 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.

**6. SUPERVISION/COORDINATION**

Vendor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. The Manger of Business & Contract Services or his/her 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.

**SECTION V: FORMS**

**SNACK ONLY - PROPOSAL FORM**

The "PROPOSER", in compliance with your invitation for proposals for:  
**SNACKS ONLY VENDING MACHINE SERVICES**  
for the Palomar Community College District, having examined the Request for Proposal, RFP 300-18 and having examined the site(s) and being familiar with all conditions in connection with the proposed contract, I hereby proposes to provide, as an independent contractor, the personnel, goods and services necessary to provide exclusive vending machines and supply of hot beverage and snacks, for the benefit and use of the students, staff, and guests of the "DISTRICT". In return for the privilege of providing exclusive vending machines of hot beverages and snacks, the "PROPOSER" offers to compensate the "DISTRICT" in accordance with the schedule of 'PROPOSER'S" considerations stated hereinafter.

**Instructions: Please fill in the amount of flat cash payments, and /or % of commission support below.**

<b>A. GUARANTEED CASH PAYMENTS FOR EXCLUSIVE VENDING RIGHTS.</b>	<b>B. GUARANTEED % OF COMMISSION SUPPORT PER YEAR</b>
--	---

YEAR	AMOUNT	YEAR	%
Year 1:	\$	Year 1:	
Year 2:	\$	Year 2:	
Year 3:	\$	Year 3:	
Year 4: if renewed	\$	Year 4: if renewed	
Year 5: if renewed	\$	Year 5: if renewed	

**C. OFFERS TO CONTRIBUTE SUPPORT AND CASH CONTRIBUTIONS TO DESIGNATED PALOMAR COLLEGE FOUNDATION, ACTIVITY, & ARTS PROGRAM**

Foundation & Advancement Office	\$
Student Activities	\$
Athletics	\$
Music Programs	\$
Art Programs	\$
At District's discretion	\$

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**COFFEE ONLY - PROPOSAL FORM**

The "PROPOSER", in compliance with your invitation for proposals for:  
**COFFEE ONLY VENDING MACHINE SERVICES**  
 for the Palomar Community College District, having examined the Request for Proposal, RFP 300-18 and having examined the site(s) and being familiar with all conditions in connection with the proposed contract, I hereby proposes to provide, as an independent contractor, the personnel, goods and services necessary to provide exclusive vending machines and supply of hot beverage and snacks, for the benefit and use of the students, staff, and guests of the "DISTRICT". In return for the privilege of providing exclusive vending machines of hot beverages and snacks, the "PROPOSER" offers to compensate the "DISTRICT" in accordance with the schedule of 'PROPOSER'S' considerations stated hereinafter.

**Instructions: Please fill in the amount of flat cash payments,  
and /or % of commission support below.**

<b>A. GUARANTEED CASH PAYMENTS FOR EXCLUSIVE VENDING RIGHTS.</b>		<b>B. GUARANTEED % OF COMMISSION SUPPORT PER YEAR</b>	
<b>YEAR</b>	<b>AMOUNT</b>	<b>YEAR</b>	<b>%</b>
Year 1:	\$	Year 1:	
Year 2:	\$	Year 2:	
Year 3:	\$	Year 3:	
Year 4: if renewed	\$	Year 4: if renewed	
Year 5: if renewed	\$	Year 5: if renewed	
<b>C. OFFERS TO CONTRIBUTE SUPPORT AND CASH CONTRIBUTIONS TO DESIGNATED PALOMAR COLLEGE FOUNDATION, ACTIVITY, &amp; ARTS PROGRAM</b>			
Foundation & Advancement Office		\$	
Student Activities		\$	
Athletics		\$	
Music Programs		\$	
Art Programs		\$	
At District's discretion		\$	

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**SNACKS & COFFEE - PROPOSAL FORM**

The "PROPOSER", in compliance with your invitation for proposals for:  
**SNACKS & COFFEE VENDING MACHINE SERVICES**  
 for the Palomar Community College District, having examined the Request for Proposal, RFP 300-18 and having examined the site(s) and being familiar with all conditions in connection with the proposed contract, I hereby proposes to provide, as an independent contractor, the personnel, goods and services necessary to provide exclusive vending machines and supply of hot beverage and snacks, for the benefit and use of the students, staff, and guests of the "DISTRICT". In return for the privilege of providing exclusive vending machines of hot beverages and snacks, the "PROPOSER" offers to compensate the "DISTRICT" in accordance with the schedule of 'PROPOSER'S" considerations stated hereinafter.

**Instructions: Please fill in the amount of flat cash payments,  
and /or % of commission support below.**

<b>A. GUARANTEED CASH PAYMENTS FOR EXCLUSIVE VENDING RIGHTS.</b>		<b>B. GUARANTEED % OF COMMISSION SUPPORT PER YEAR</b>	
<b>YEAR</b>	<b>AMOUNT</b>	<b>YEAR</b>	<b>%</b>
Year 1:	\$	Year 1:	
Year 2:	\$	Year 2:	
Year 3:	\$	Year 3:	
Year 4: if renewed	\$	Year 4: if renewed	
Year 5: if renewed	\$	Year 5: if renewed	

**C. OFFERS TO CONTRIBUTE SUPPORT AND CASH CONTRIBUTIONS TO DESIGNATED PALOMAR COLLEGE FOUNDATION, ACTIVITY, & ARTS PROGRAM**

Foundation & Advancement Office	\$
Student Activities	\$
Athletics	\$
Music Programs	\$
Art Programs	\$
At District's discretion	\$

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**NOTICE TO REQUEST FOR PROPOSALS**  
**SNACK & COFFEE VENDING SERVICES VENDORS**  
**PALOMAR COMMUNITY COLLEGE DISTRICT**

**NOTICE IS HEREBY GIVEN** that the Palomar Community College District (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 **3:00 pm on the 14<sup>th</sup> day of August, 2018**, sealed proposals for the award of a contract for:

**RFP #300-19**  
**SNACKS & COFFEE VENDING SERVICES**  
**SAN MARCOS MAIN CAMPUS, ESCONDIDO EDUCATION CENTER, FALLBROOK EDUCATION**  
**CENTER AND RANCHO BERNARDO EDUCATION CENTER**

The District is accepting proposals for Snacks only, Coffee only or both Snacks & Coffee Vending Machine Services, to be placed at various locations on the San Marcos campus at 1140 West Mission Road, San Marcos, CA; the Escondido Education Center at 1951 E. Valley Parkway, Escondido, CA.; the Fallbrook Education Center at 35090 Horse Ranch Creek Road, Fallbrook, CA; and the Rancho Bernardo Education Center at 11111 Rancho Bernardo Road., San Diego, CA.

Proposal shall be delivered and addressed to Palomar Community College District, 1140 West Mission Road, San Marcos, CA 92069, Office of Contract Services, Room A-128, no later than 3:00 p.m., on August 14, 2018. Proposals shall be labeled "RFP NO. 300-19: Snacks & Coffee Vending Machine Services". Proposals received after August 14, 2018 at 3:00 p.m., will not be considered and will be returned unopened.

This RFP defines the scope of services and outlines the requirements that must be met by Vendors interested in providing services. Before submitting a proposal; Vendors shall carefully examine the entire RFP and any addenda, thereto; fully inform themselves as to the facilities, conditions and limitations; and provide sufficient data to cover all items required by the contract.

Each submittal shall conform and be responsive to the Request for Proposal (RFP), a copy of which is on file and may be obtained by calling the District's Contract Services at (760) 744-1150, ext. 2129 or ext. 2697, or at the following website: <http://www2.palomar.edu/pages/businessservices/bids-rfps-and-rfps/>.

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, the RFP or RFP process. No Vendor may withdraw their proposal for a period of sixty (60) days after the date set for the closing of proposals. District is an equal opportunity employer.

Questions regarding this RFP may be directed to Debbi Claypool at (760) 744-1150, ext. 2129 or by email at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and Nick Brizeno at (760) 744-1150, ext. 2697 or by email at [nbrizeno@palomar.edu](mailto:nbrizeno@palomar.edu).

BY THE ORDER OF THE GOVERNING BOARD OF THE  
PALOMAR COMMUNITY COLLEGE DISTRICT

Mark Evilsizer  
Secretary of the Board

Publication Dates: July 25, 2018  
Publication: Daily Transcript



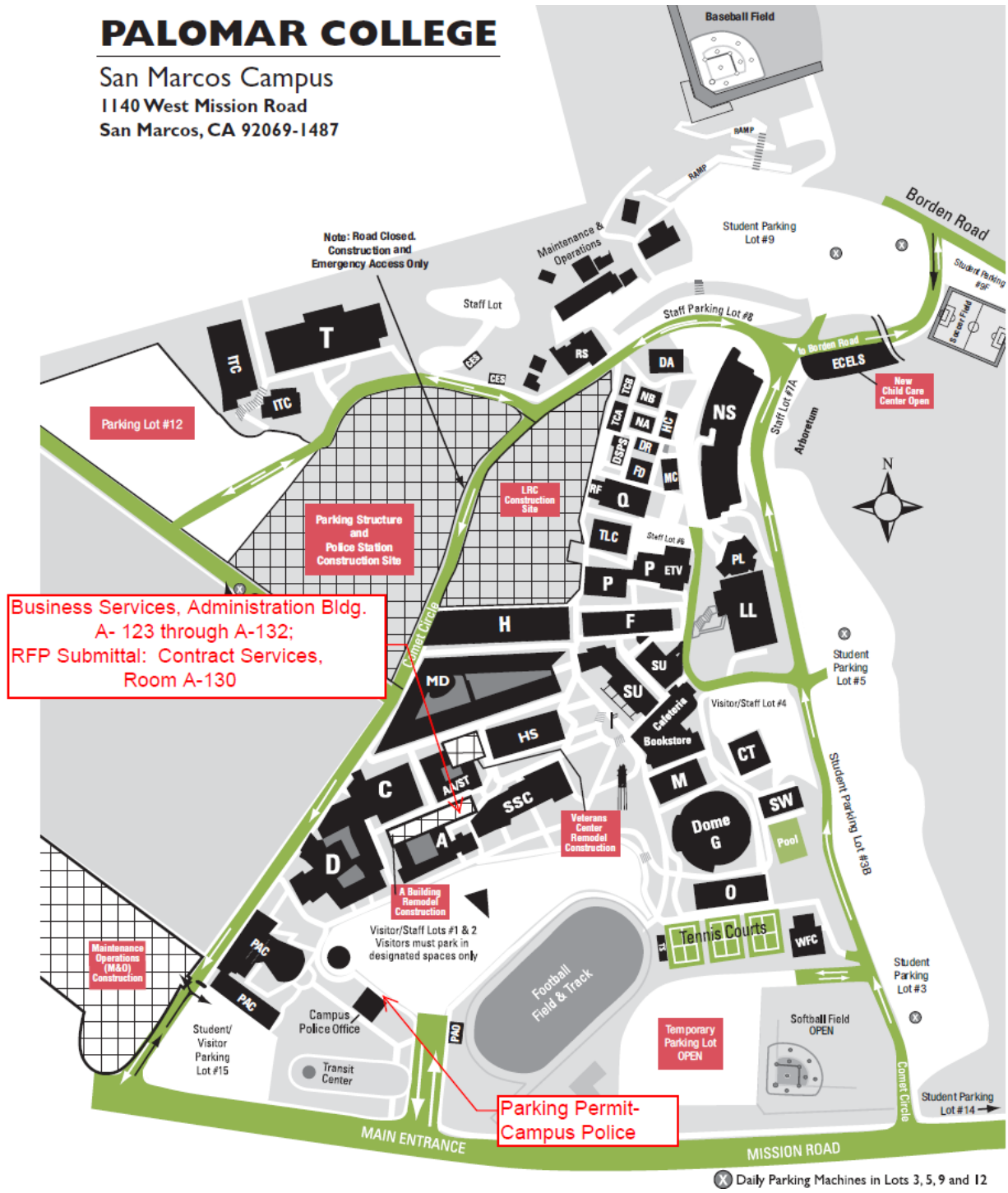
**EXHIBIT "B"**  
**VENDING MACHINES SCOPE AND SPECIFICATIONS OF EQUIPMENT**

- A. The vendor shall install, at its expense, at the locations set forth on Exhibit "D" the number of vending machines specified. The district shall have the right to determine at any time during the period of this agreement that any of the vending machines are no longer required. These machines, that are no longer required, shall be removed by the vendor in within five (5) business days at the vendor's expense.
- B. The vendor shall provide machines that are able to accept coin, dollar bills and debit/credit card readers.
- C. The vendor shall provide an identification number and decal on each machine providing the telephone number for emergency service and customer refund information.
- D. All vending machines furnished shall be equipped so as to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devices which shall be maintained in operating condition at all times. All machines shall be approved by the Underwriter's Laboratories, Inc., the National Sanitation Foundation, National Automatic Merchandising Association, and the San Diego County Health Department.
- E. VENDOR shall comply with all state and local health and sanitation regulations relating to personnel and maintenance of their vending machines and product as well as comply with District safety requirements.
- F. The vendor shall at all times, at its expense, maintain the vending machines, including any meters, electronic monitoring systems, electronic sales equipment and special attachments, in proper working order and promptly make all necessary repairs and replacements of parts.
- G. The vendor will maintain the vending machines, material handling equipment and service vehicles in a clean, attractive and sanitary condition to the satisfaction of the district.
- H. All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.
- I. The district shall have the right to inspect any and all vending equipment at any time for sanitation and housekeeping reasons and conduct bacteriological examinations of the vending machines and products vended that the district deems appropriate. To this end, the vendor will supply the district, a designated representative with the necessary means to access all vending machines. The district agrees to notify vendor in advance whenever such access is required.
- J. A schedule will be provided by vendor that details how vending machines will be improved upon, changed out or upgraded.
- K. Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
- L. Vendor agrees to provide a statement report of all vending sales for each machine to the district by the 5th business day of the month for the previous month. Any commissions due the district must be paid on a monthly basis by the fifteenth calendar day of the following month. Any monies due, which are not paid within sixty (60) days of due date will, upon election by the district, terminate this agreement.

**EXHIBIT "C"  
CAMPUS MAPS**

**PALOMAR COLLEGE**

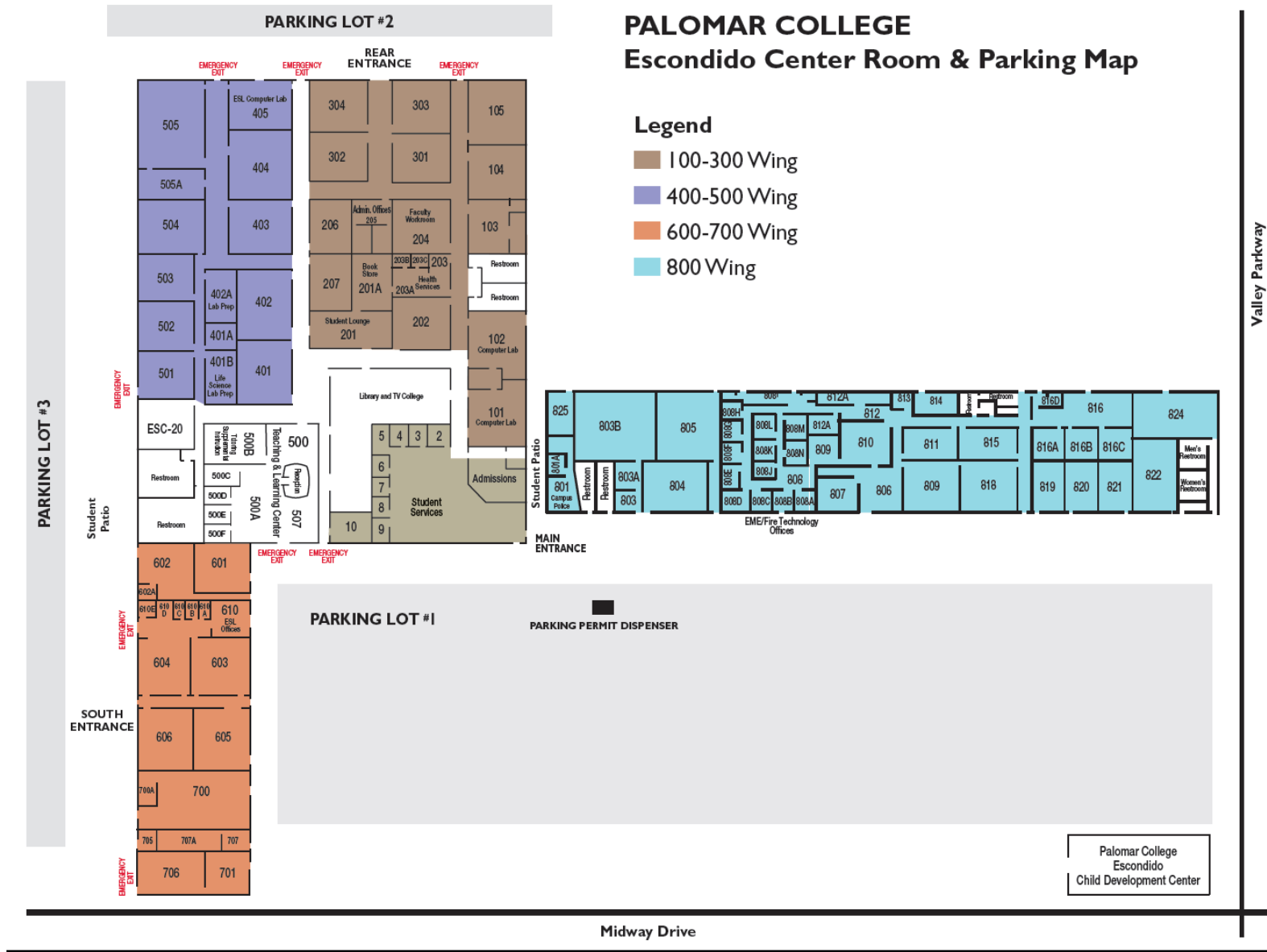
San Marcos Campus  
1140 West Mission Road  
San Marcos, CA 92069-1487



**Business Services, Administration Bldg.  
A- 123 through A-132;  
RFP Submittal: Contract Services,  
Room A-130**

**Parking Permit-  
Campus Police**

X Daily Parking Machines in Lots 3, 5, 9 and 12



### Fallbrook Education Center

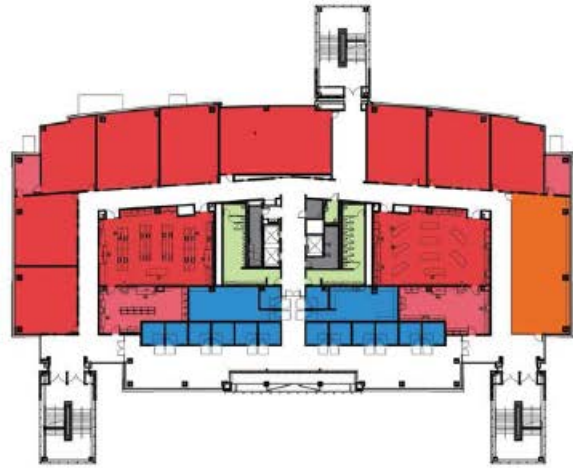


- CLASSROOMS
- STUDENT SERVICES
- LIBRARY/READING ROOM
- FACULTY
- RESTROOM

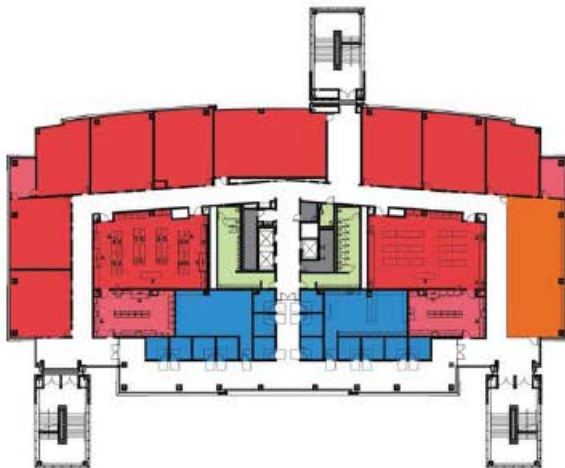
### Rancho Bernardo Education Center maps



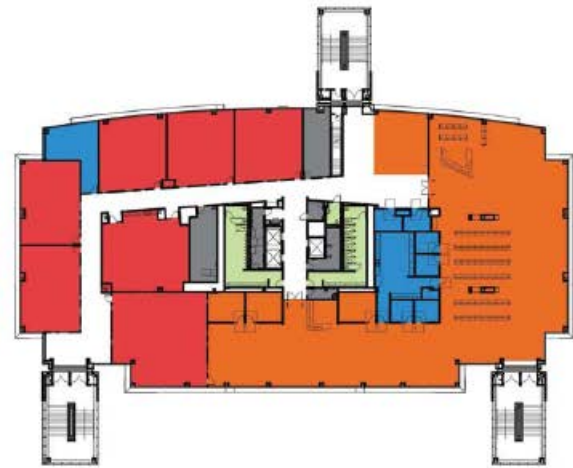
FIRST FLOOR



SECOND FLOOR



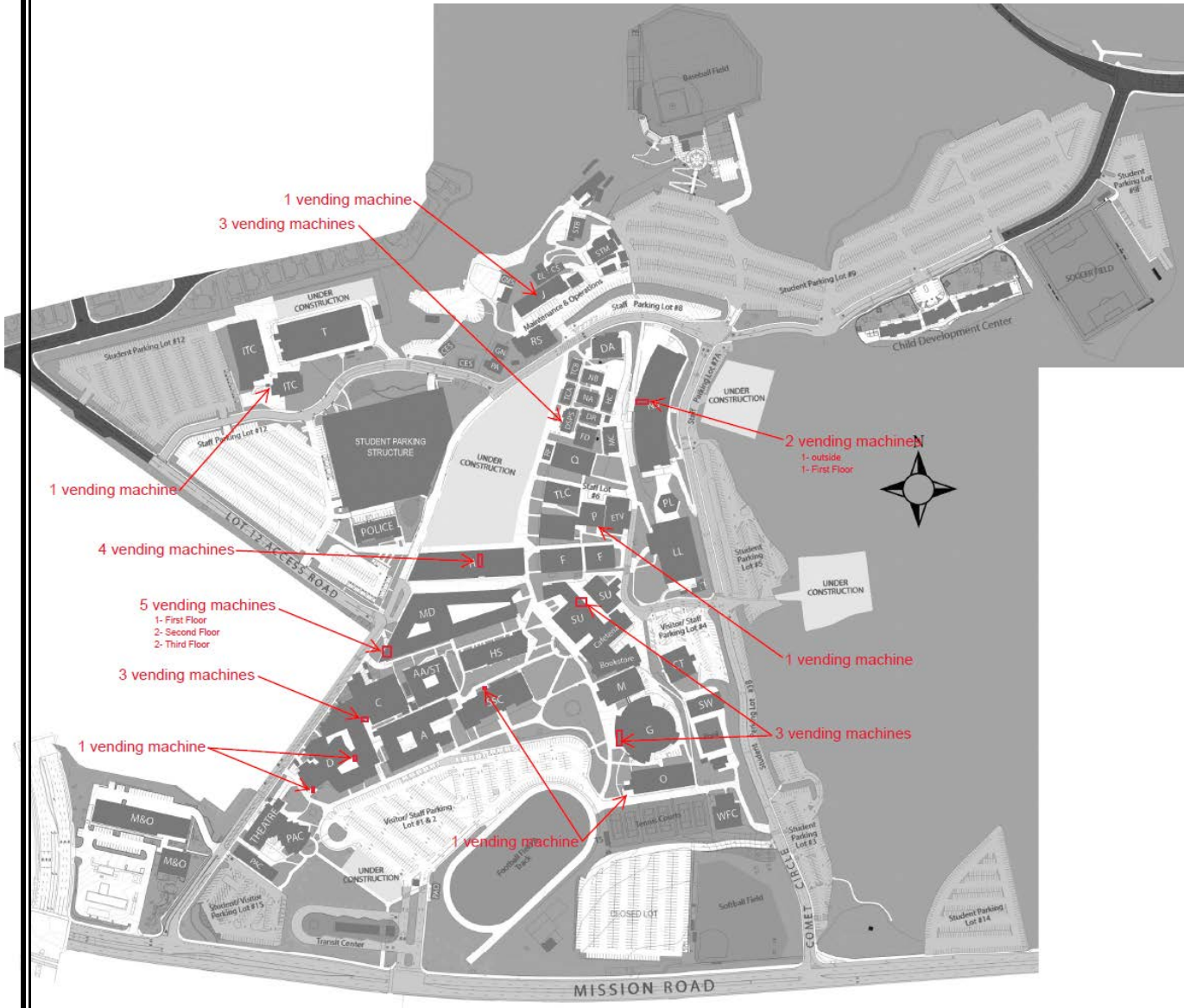
THIRD FLOOR



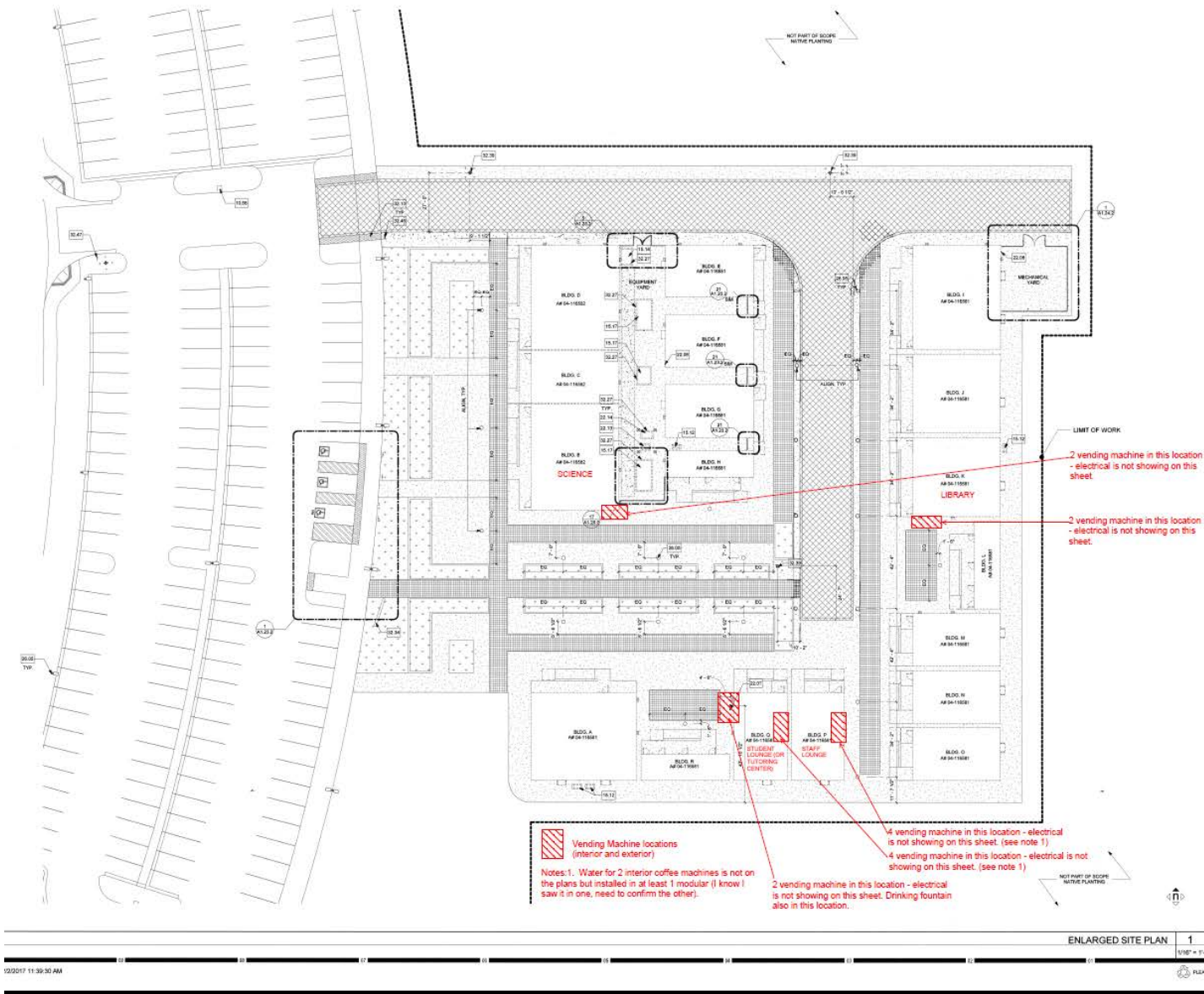
FOURTH FLOOR

- CLASSROOMS
- COMMUNITY ROOM
- STUDENT SERVICES
- HEALTH SERVICES
- BOOKSTORE
- FOOD SERVICES
- LIBRARY/READING ROOM
- FACULTY
- COLLEGE POLICE
- RESTROOM

### EXHIBIT "D" VENDING MACHINE APPROVED LOCATIONS SAN MARCOS – MAIN CAMPUS



FALLBROOK EDUCATION CENTER



**HMC Architects**  
 3560 Canyon Street | Oceanside, CA 92054  
 T 760 805 8074 | www.hmcarchitects.com

**KEYNOTES**

Keynote	Notes
15.01	EMERGENCY PHONE - REFER TO THE ECMA DRAWINGS
15.02	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
15.03	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
15.04	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
15.05	AIR HANDLING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.01	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.02	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.03	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.04	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.05	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.06	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.07	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.08	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.09	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.10	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.11	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.12	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.13	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.14	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.15	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.16	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.17	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.18	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.19	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.20	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.21	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.22	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.23	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.24	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.25	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.26	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.27	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.28	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.29	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.30	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.31	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.32	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.33	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.34	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.35	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.36	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.37	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.38	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.39	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.40	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.41	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.42	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.43	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.44	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.45	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.46	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.47	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.48	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.49	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001
22.50	CONDENSING UNIT - UNDER SEPARATE APPLICATION AFB 19-0001

**LEGEND**

- ASPHALT PAVING PER CIVIL ENGINEER
- PAVING PER CIVIL ENGINEER
- PERMEABLE PAVEMENT/CONCRETE PER LANDSCAPE ARCHITECT
- LANDSCAPE PER LANDSCAPE ARCHITECT
- FUTURE MODULAR BUILDING/EQUIPMENT (SCOUR: INDICATED BY SEPARATE 'X' NUMBER, NOT IN THIS CONTRACT)
- INDICATED DOWNS - 18x12x12

**NOTES**

2 vending machine in this location - electrical is not showing on this sheet.

2 vending machine in this location - electrical is not showing on this sheet.

4 vending machine in this location - electrical is not showing on this sheet. (see note 1)

4 vending machine in this location - electrical is not showing on this sheet. (see note 1)

2 vending machine in this location - electrical is not showing on this sheet. Drinking fountain also in this location.

Notes: 1. Water for 2 interior coffee machines is not on the plans but installed in at least 1 modular (I know I saw it in one, need to confirm the other).

2 vending machine in this location - electrical is not showing on this sheet. Drinking fountain also in this location.

ENLARGED SITE PLAN 1

12/20/17 11:39:35 AM

PLEASE RECYCLE

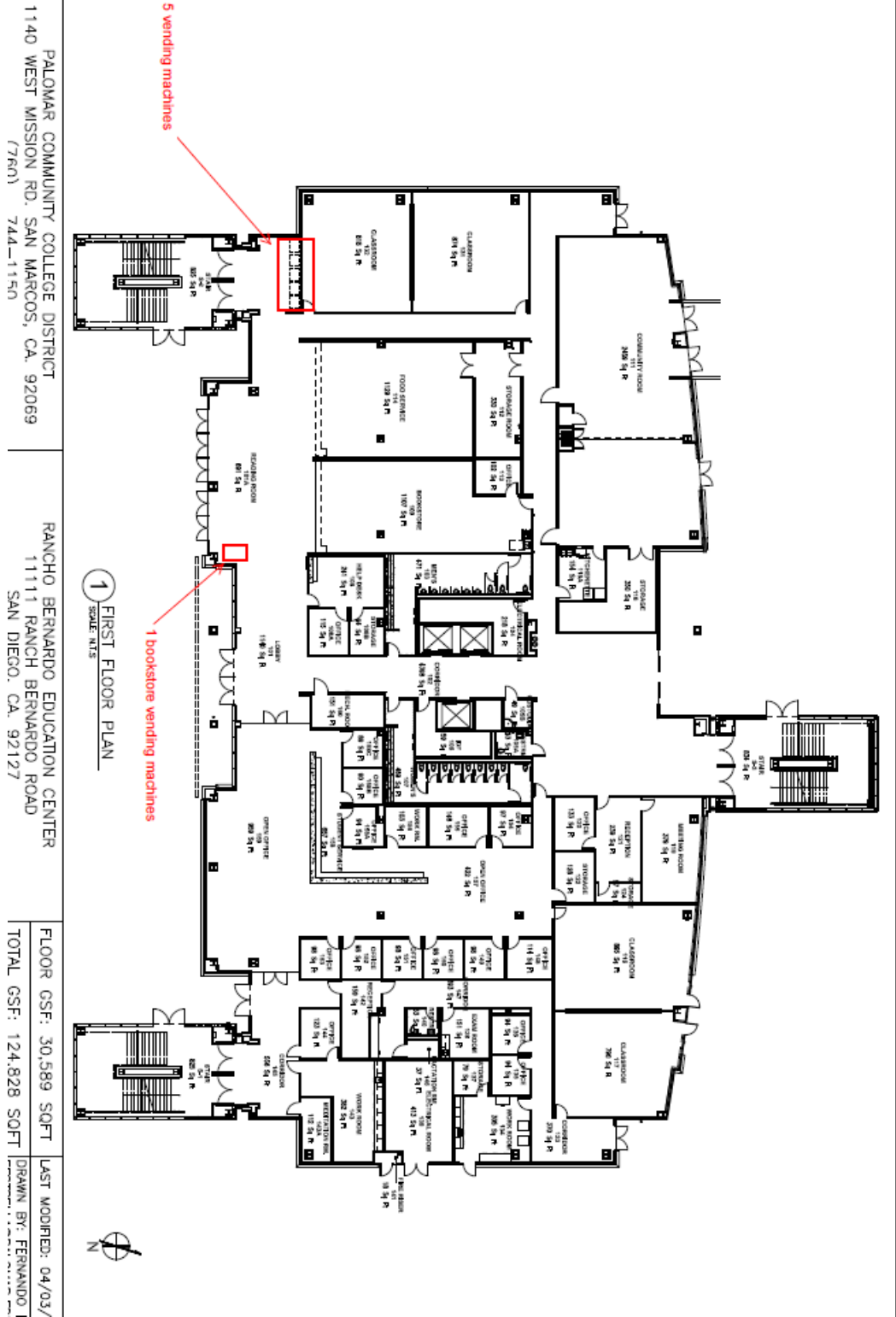
DSA APPROVED SET

**Palomar College**  
 Palomar North Education Center - Interim Village  
 35500 Horse Ranch Creek Road  
 Fallbrook, CA 92028

Project No: 1615015-102  
 Design: AC, MB  
 Date: 10/06/2017

**A1.21.2**

RANCHO BERNARDO EDUCATION CENTER



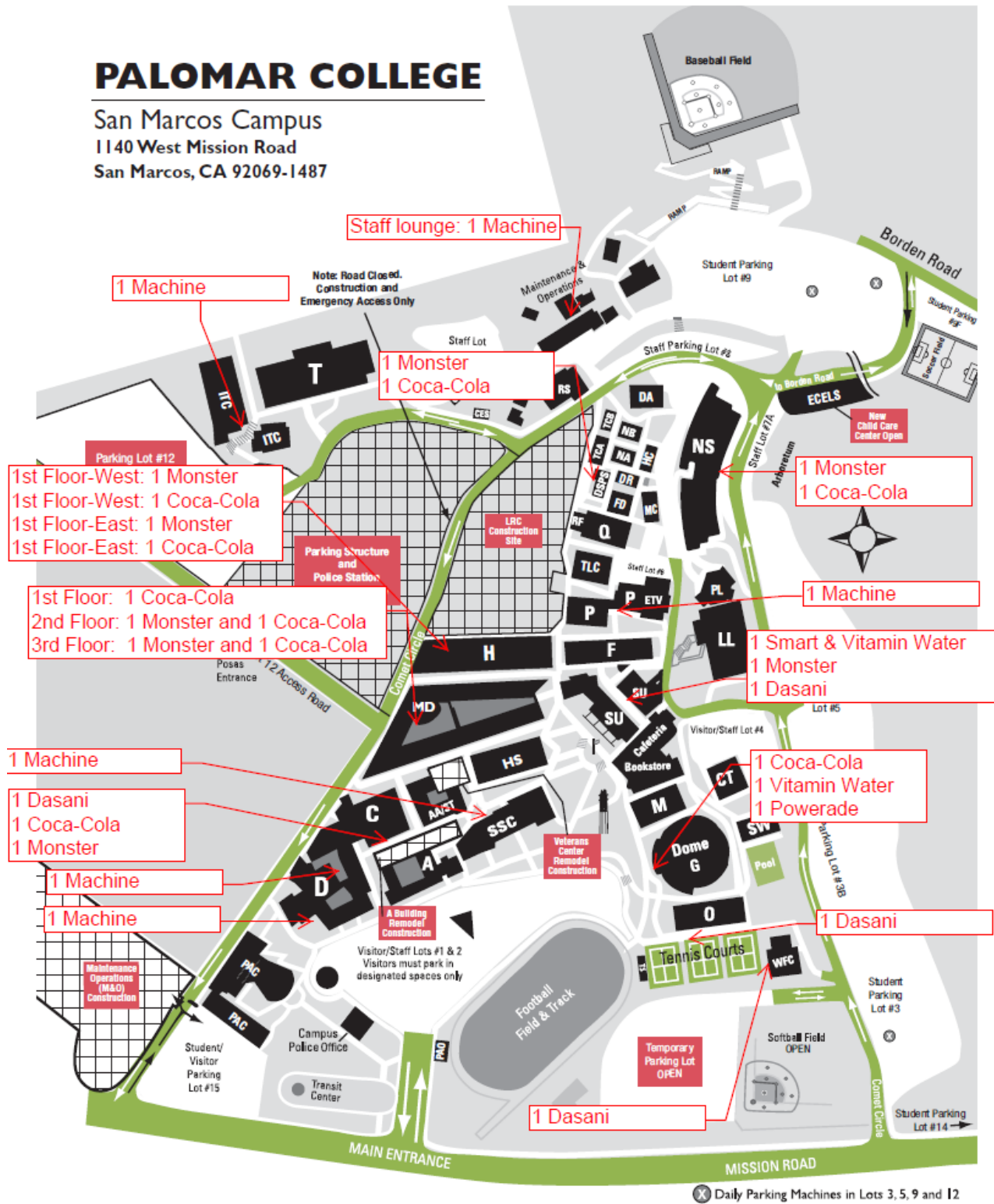
**2 Machines – Coca-Cola products**  
**2 Machines – Snack products**  
**1 Machine for Coffee/Hot Beverage products**



### Exhibit "E" Current Coca-Cola Machine Locations

## PALOMAR COLLEGE

San Marcos Campus  
1140 West Mission Road  
San Marcos, CA 92069-1487



**EXHIBIT "F"**  
**AGREEMENT – SAMPLE**

**AGREEMENT  
BETWEEN  
Vendor Legal Name  
AND  
PALOMAR COMMUNITY COLLEGE DISTRICT**

This agreement is made between the Palomar Community College District (DISTRICT) and, Vendor Legal Name (herewith known as), effective on \_\_\_\_\_.

**RECITALS**

WHEREAS, PALOMAR is a California Community College District with its principal place of business at 1140 West Mission Road, San Marcos, California 92069-1487.

WHEREAS, in or about \_\_\_\_\_, 2018, the District issued a written Request for Proposals ("RFP"), identified as the District's RFP No. 300-18 and pursuant to which the District solicited proposals for snacks and coffee vending machine services at the District's San Marcos main campus and **three (3) education centers**; by this reference, the RFP is incorporated into this Agreement.

WHEREAS, the Operator submitted a written response to the RFP ("the RFP Response"); by this reference, the RFP Response is incorporated into this Agreement.

WHEREAS, (herewith known as), is a \_\_\_\_\_ (sole proprietor, partnership, corporation, incorporated in the State of California), and with its principal place of business at insert address, city, state, zip of business.

WHEREAS, (herewith known as) is licensed to do business in the state of California, and it has done, and continues to do business as a major supplier of vending machines and service thereof for its line of snacks and coffee.

WHEREAS, the District and the Operator desire to set forth in this Agreement, the terms, conditions and covenants relating to the Operator's operation of snack and coffee vending machines.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

**AGREEMENT**

1. (herewith known as), agrees to furnish to DISTRICT, or to its authorized agents,

**SAMPLE**

1

the snacks and coffee products detailed in the Proposal Form, hereto as Exhibit "A" and by this reference incorporated herein.

2. *(herewith known as)*, agrees to compensate DISTRICT, during the Term hereof, at the guaranteed annual rate and/or commission rate, whichever is greater as described in Exhibit "A". *(herewith known as)*, shall do so by paying the guaranteed annual rate on the       day of       of each year of the Term and the commission rate on a monthly basis, in which payments will be due by the       day of the month thereafter, commencing on *(add Date)*. One-time donations to DISTRICT's organizations as described in Exhibit "A", will be due and payable on *(add Date)*.
3. *(herewith known as)*, and DISTRICT agree to a term of three (3) years, from \_\_\_\_\_, 2018 to \_\_\_\_\_, 2021, with an additional two (2) one-year renewal option, not to exceed five (5) years. Continuing renewal and cancellation terms shall be negotiated with the successful Vendor.
4. *(herewith known as)* agrees to be responsible for its own negligent acts, and negligent failures to act, as does DISTRICT.
9. *(herewith known as)* shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of *(herewith known as)*, its officers, agents, or employees while on DISTRICT premises.
10. DISTRICT shall defend, indemnify and hold *(herewith known as)*, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees while *(herewith known as)* officers, agents, or employees, are on DISTRICT premises.
11. Both *(herewith known as)* and DISTRICT agree to maintain in full force and effect policies of general liability insurance with single limits of coverage of not less than \$1,000,000 per occurrence. FCV agrees to furnish to DISTRICT a certificate of insurance to *(herewith known as)* general liability policy naming DISTRICT as an additional insured, and copies of the endorsement to the policy naming DISTRICT as an additional insured during the term of this agreement.
12. If *(herewith known as)* uses motor vehicles in the performance of this

**SAMPLE**

2

agreement, (herewith known as) agrees to maintain in full force and effect an automobile policy of insurance with single limits of not less than \$1,000,000 per occurrence. (herewith known as) agrees to furnish to DISTRICT a certificate of insurance to (herewith known as)'s automobile policy of insurance naming DISTRICT as an additional named insured, and copies of the endorsement to the policy naming DISTRICT as an additional insured, during the term of this agreement.

13. (herewith known as) is an independent contractor, and maintains adequate workers compensation sufficient to cover all claims for workers compensation arising out of this agreement. (herewith known as) agrees to furnish to DISTRICT, written evidence of this coverage, such as a true copy of the declaration page from (herewith known as)'s currently in force worker's compensation policy.
14. (herewith known as) will provide the DISTRICT with a performance bond that shall equal 10% of the total amount of money the DISTRICT is expected to receive annually during the tenure of the contract.
15. (herewith known as) 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 (herewith known as) 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 (herewith known as).
16. (herewith known as) and DISTRICT agree that the law of the State of California shall govern this agreement and any actions arising out of the performance, and/or alleged failure to perform this agreement shall be commenced in the Courts of the State of California, North County San Diego judicial districts, and they agree that venue is proper in said court in said County as filed.
17. If any portion of this agreement is found by a Court of competent jurisdiction, to be void, voidable, or contrary to existing law, that portion so found shall be deemed stricken from this agreement, and the remainder of this agreement shall constitute a legal, valid, and binding agreement between the parties.
18. If suit, including arbitration, is brought by either (herewith known as) or DISTRICT to enforce the terms of this agreement, or for any torts/civil wrongs arising out of the performance and/or non-performance hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, court costs, expert fees and costs, and related costs and expenses incurred in the

**SAMPLE**

3

prosecution or defense of said suit and/or arbitration.

- 19. This is the entire agreement between *(herewith known as)* and DISTRICT and no alterations or variance to the terms hereof shall be valid and binding unless made in writing, executed by *(herewith known as)* and DISTRICT.
- 20. This agreement may be terminated by either party for the breach hereof upon ten (10) days, advance notice in writing to the other party. However, before this agreement can be terminated, the party alleged to be in breach and submit satisfactory evidence to the other party of said cure. Failure of the breaching party to cure the breach and to deliver sufficient evidence to the non-breaching party of the cure, within this five business day period, shall be by itself, sufficient grounds for termination hereof.

**Wherefore, *(herewith known as)* and DISTRICT,** through their legally authorized officers, agents, and employees, agree to the terms and conditions of this agreement, and execute the agreement on behalf of FCV and DISTRICT, respectively.

**VENDOR LEGAL NAME.**

**Palomar Community College District**

By \_\_\_\_\_  
(SIGNATURE)

By \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Superintendent  
Print Name  
Services

Ron E. Ballesteros-Perez, Assistant  
Vice President Finance & Administrative

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

*(herewith known as)*'s taxpayer's ID number is \_\_\_\_\_.

Approved by PCCD Governing Board: \_\_\_\_\_

**SAMPLE**

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## EXHIBIT "G" 2018-2019 ACADEMIC CALENDAR

### PALOMAR COLLEGE 2018-2019 ACADEMIC CALENDAR

May-18						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUMMER 2018 Jun-18						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Jul-18						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUMMER FALL 2018 Aug-18						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sep-18						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Oct-18						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov-18						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Dec-18						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SPRING 2019 Jan-19						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Feb-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Mar-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Apr-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUMMER 2019 Jun-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Jul-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUMMER FALL 2019 Aug-19						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### EXHIBIT J-13 Board Exhibit 4/10/2018

SUMMER 2018	
M 29-Jun 22	Summer 4-week (1) classes
M 29-Jul 20	Summer 8-week (1) classes
M 29-Aug 17	Summer 12-week classes
Jun11-Jul 20	Summer 6-week session
Jun11-Aug 3	Summer 8-week (2) classes
Jun25-Jul 20	Summer 4-week (2) classes
Jun25-Aug17	Summer 8-week (3) classes
Jul23-Aug17	Summer 4-week (3) classes
Jul 4	Holiday - Independence Day
Varies	Summer grade due 5 days after class ends
FALL 2018	
Aug 16-17	Plenary
Aug 20	Fall semester/Fast Track 1 begins
Aug 25	Fall Saturday classes begin
Sep 3	Holiday - Labor Day
Sep 4	Census Date
Sep 28	Holiday - Native American Day (CDLS Open)
Sep 29	Non-Instructional Day
Oct 13	Fast Track 1 ends
Oct 15	Fast Track 2 begins
Nov 12	Holiday - Veterans' Day (observed)
Nov 19-21	Non-Instructional Days
Nov 22-23	Holiday - Thanksgiving
Nov 24	Non-Instructional Day
Dec 15	Fall semester/Fast Track 2 ends
Dec 19	Fall grade rosters due
Dec 20-Jan 1	Winter Break - College Closed
Dec 25	Holiday - Christmas
Jan 1	Holiday - New Year's Day (observed)
SPRING 2019	
Jan 2-25	Winter Intersession
Jan 21	Holiday - Martin Luther King Jr Day
Jan 24	Plenary
Jan 28	Spring semester/Fast Track 1 begins
Feb 2	Spring Saturday classes begin
Feb 11	Census Date
Feb 15	Holiday - Lincoln's Day
Feb 16	Non-Instructional Day
Feb 18	Holiday - Washington's Day
Mar 23	Fast Track 1 ends
Mar 25-29	Spring Break - Campus Closed
Apr 1	Fast Track 2 begins
May 24	Commencement
May 25	Spring semester/Fast Track 2 ends
May 27	Holiday - Memorial Day
May 31	Spring grade rosters due
SUMMER 2019	
M 28-Jun 21	Summer 4-week (1) classes
M 28-Jul 19	Summer 8-week (1) classes
M 28-Aug 16	Summer 12-week classes
Jun10-Jul 19	Summer 6-week session
Jun10-Aug 2	Summer 8-week (2) classes
Jun24-Jul 19	Summer 4-week (2) classes
Jun24-Aug16	Summer 8-week (3) classes
Jul22-Aug16	Summer 4-week (3) classes
Jul 4	Holiday - Independence Day
Varies	Summer grades due 5 days after class ends
LEGEND	
⊗	Plenary
➡	Semester or Session Begins
⬅	Spring Recess
□	Last Class of Term or Session
▭	Instructional Days
▭	Classes not in session
▭	Holidays / Campus Closed
▭	Summer Sessions/Intersessions
Ins Day	Flex
Ins+Flex	Sat
	All Total

**EXHIBIT "H"**  
**HOLD HARMLESS AGREEMENT**

The Vendor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the District, its officers, employees, agents or independent vendors who are directly employed by the District; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract.

The Vendor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

SUBMITTED BY:

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

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Print Name of Authorized Agent/Officer

\_\_\_\_\_  
Print Title of Authorized Agent/Officer

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

**EXHIBIT "I"**  
**NON-COLLUSION AFFIDAVIT**

State of California )  
 )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_,  
the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, 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 any overhead, profit, or cost element of the proposal price, or of 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, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date



**EXHIBIT "J"**

**CERTIFICATION REGARDING WORKERS' COMPENSATION**

State of California Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

\_\_\_\_\_  
Proper Name of Vendor

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

**EXHIBIT "K"**

**EVALUATION CRITERIA**

Contractor is required to provide references within the last three (3) years from community colleges or schools or other long-term clients. The proposal should demonstrate successful completion of similar work, and clearly indicate that the qualified Contractor is capable of satisfactory performance of the proposed contract. Contractor must submit their proposal as specified to be considered for the award. The college is awarding the following contract:

Award of a single contract which provides for snack and coffee vending machine services.

The Board reserves the right to reject any or all proposals at any time prior to the execution of contract acceptable to the Board and without penalty. The Board also reserves the right to waive any irregularities and award the contract to the party that it deems to be in the best interest of the District. The District may cancel this request for proposal in whole or part at any time.

A. Bids will be evaluated at the sole discretion of the District on a number of factors, including but not limited to:

1. The Vendor's ability and overall reputation in customer services, plan for vending machine services, local staff expertise to support buying, management, accounting, auditing, advertising and marketing, and installation and maintenance of vending equipment, including but not limited to ability to service and keep full and functional on a daily basis, all vending machine and support equipment.

\_\_\_\_\_ 30 points maximum

2. The Vendors schedule for serving and withdrawing from stock that will exceed the sell by date before next scheduled service date, policy and procedures for handling refund requests, response time for on-site repair services.

\_\_\_\_\_ 35 points maximum

3. The Vendors ability to satisfy the requirements and detailed specifications of the proposal, proposed products, mix of healthier options as well as products that can satisfy the demand for sweets or salty, pricing schedule for products, fee proposal and commissions.

\_\_\_\_\_ 30 points maximum

4. The Vendors references, past experience, overall reputation, satisfactory services.

\_\_\_\_\_ 5 points maximum

B. Should it become necessary to revise any part of the request for proposal, pertinent amendments will be provided to all vendors who replied to the proposal within the parameters of the deadlines and requirements.

C. The contents of the proposal of the successful bidder will become contractual obligations of the bidder if the District takes acquisition action in reliance thereon. Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition contract may result in terminations of the agreement.

D. Contractor should detail any unique services not requested in this proposal that can or will be offered to the campus community, which the proposer believes should be considered in the evaluation of a response.