REQUEST FOR PROPOSALS

EXCLUSIVE POURING RIGHTS
RFP # 2013-01

RFP RELEASED: December 3, 2012
TECHNICAL QUESTIONS DUE: 3:30 p.m. on December 12, 2012
PROPOSALS DUE: No later than 3:30 p.m. on December 21, 2012

SUBMIT PROPOSALS TO:
San Bernardino Community College District
ATTN: Benjamin Gamboa, Purchasing Agent
114 South Del Rosa Drive, San Bernardino, CA 92408
Phone: 909.382.4089 • Fax: 909.382.4037
Email: bgamboa@sbccd.cc.ca.us
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1.0 INSTRUCTION TO CONTRACTORS
This section will provide necessary information for CONTRACTORS to qualify as legally “responsive” to this Request for Proposals (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING PROPOSALS
Notice is hereby given that, pursuant to California Public Contract Code, San Bernardino Community College District of the County of San Bernardino, California acting by and through its Governing Board, hereinafter referred to as “SBCCD” is soliciting proposals for exclusive pouring rights throughout SBCCD. SBCCD hereby invites you (CONTRACTOR) to submit a Proposal to RFP 2013-01 Exclusive Pouring Rights according to the terms and procedures defined within RFP document no later than 3:30 P.M. (PST), Friday, December 21, 2012. Proposals shall be submitted on the forms furnished by SBCCD in a sealed envelope clearly showing the CONTRACTOR name, address, San Bernardino Community College District, Exclusive Pouring Rights, RFP 2013-01 and delivered to: Benjamin Gamboa, Purchasing Agent at 114 S. Del Rosa Dr., San Bernardino, CA 92408. The RFP 2013-01 document can be found at http://www.sbccd.org/bids. All addenda will be posted on the same website, and CONTRACTOR is solely responsible for obtaining any and all original documents and submitting its proposal according to the specifications within the RFP document and any addenda.

1.2 PURPOSE
SBCCD is seeking proposals from qualified contractors to provide beverages, beverage services, and additional considerations in exchange for exclusive pouring rights throughout SBCCD. Beverages provided should include branded carbonated soft drinks (CSD), bottled teas, bottled coffee, bottled water, fruit juices, energy drinks, and isotonic drinks. Milk, flavored milk, hot beverages (such as coffee, tea, or hot chocolate), and alcoholic beverages shall be excluded. Services include furnishing, stocking, repairing and periodic maintenance of beverage vending machines, retail coolers and fountain dispensing units.

1.3 REJECTION OF PROPOSALS
SBCCD’s Governing Board reserves the right to reject any or all proposals or any part of each proposal, to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets SBCCD’s needs to receive an award after successful contract negotiations. CONTRACTOR may not withdraw its proposal for a period of one hundred eighty (180) days after the opening thereof.

1.4 SUBCONTRACTORS
If a subcontractor will be used by CONTRACTOR to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

1.5 ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS
There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with SBCCD. The CONTRACTOR shall maintain Workers’ Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response. SBCCD requires the following levels of coverage:
A. Commercial General Liability including personal injury and property damage in the amount of $1,000,000 and $5,000,000 aggregate;
B. Employer’s Liability in the amount of $1,000,000;
C. Professional Liability in the amount of $1,000,000;
D. Automobile Liability, all automobiles, in the amount of $1,000,000 for combined single limit.

The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance which may be maintained by SBCCD.
A. All policies, except for Workers’ Compensation and Employer’s Liability and Professional Liability, shall be endorsed to include the San Bernardino Community College District as an additional insured and contain a Cross Liability or Severability Clause.
B. The Workers’ Compensation and Employer’s Liability policies shall be endorsed to waive all rights of subrogation against San Bernardino Community College District.
C. SBCCD does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR’S interest or sufficiently cover CONTRACTOR’S liability. Failure by CONTRACTOR to maintain the insurance coverage specified herein shall be considered a material breach of this Agreement.
D. Prior to commencing work, CONTRACTOR will furnish SBCCD with properly endorsed certificates of insurance acceptable to SBCCD which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to SBCCD. All certificates must be faxed or emailed, followed by a hard copy “wet ink” signed original in the mail to: San Bernardino Community College District, Attn: Business Services, 114 South Del Rosa Drive, San Bernardino, CA 92408-0108.

1.6 NON-COLLUSION DECLARATION
No CONTRACTOR shall submit or be interested in more than one bid response to this RFP. If CONTRACTOR has submitted a sub-proposal to another prospective proposal or has quoted prices for materials in another prospective proposal, CONTRACTOR is not disqualified from submitting a sub-proposal to additional prospective proposals, quoting prices in additional prospective proposals, or submitting a proposal. The Non-Collusion Declaration included in this RFP must be completed and duly executed on behalf of CONTRACTOR; failure of CONTRACTOR to submit a completed and executed Non-Collusion Declaration with its bid will render the bid non-responsive and rejected. Please see Appendix A for the required Non-Collusion Declaration.

1.7 CONFIDENTIALITY
The submitted proposals are public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250). SBCCD will notify the CONTRACTOR of any public request for disclosure of such documents. However, if a claim to release the confidential portion is made under the California Public Records Act, SBCCD will notify the CONTRACTOR of such a claim but will not defend the CONTRACTOR’s rights to privacy.

1.8 PROPOSAL FORMAT
CONTRACTOR shall use the forms and formats used in the appendices and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the appendices to ascertain full and complete disclosure of all costs related to the successful implementation of the services requested. If there are additional costs or requirements which are not covered in the RFP and appendices it is the CONTRACTOR’s responsibility to
present that information during the RFP Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification. All proposals should be submitted in the following format to enable SBCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

**Section 1.0 EXECUTIVE SUMMARY**
CONTRACTOR should outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

**Section 2.0 CONTRACTOR PROFILE**
CONTRACTOR may describe in narrative form the nature and history of its company, relationships with other CONTRACTORS if proposing jointly, etc.

**Section 3.0 LEGAL SPECIFICATIONS**
CONTRACTOR may wish to clarify its responses on the Legal Specifications and its policies with respect to contract negotiations. A blanket rejection of all SBCCD Legal Specifications in lieu of CONTRACTOR standard contract forms will deem CONTRACTOR as non-responsive and may remove it from consideration.

**Section 4.0 PROJECT SPECIFICATIONS**
CONTRACTOR shall outline and describe its proposals following the scope and specifications enumerated in Section 4.0. Specific exceptions to SBCCD specifications should be described and justified here as well as any additional information the CONTRACTOR feels relevant to their proposal. Paragraphs shall be numbered to follow the enumeration of Section 4.0 so as to provide the Evaluation Committee the ability to objectively score each proposal.

**Exhibits:**
The only official response to this RFP is what is submitted in the RFP Response and the exhibits included within. Ancillary and supplemental comments will be considered in the evaluation, but cannot substitute or contradict responses put in the Response.

- **Exhibit A – Non-Collusion Declaration**
  This standard form is self-explanatory.

- **Exhibit B – Contractor Profile Form & Designation of Names**
  This is the official signature page for the RFP Response and where pertinent information is identified.

**1.9 PROPOSAL SUBMISSION**
CONTRACTOR shall submit one (1) original and three (3) copies of the proposal in a three-ring, loose-leaf binder form. All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries. CONTRACTOR shall also submit one (1) compact disc (CD) or flash drive containing the proposal in a single electronic document formatted in Portable Document Format (PDF).
Proposals must be received in sealed envelopes or containers clearly showing the CONTRACTOR name, address and San Bernardino Community College District, Exclusive Pouring Rights, RFP 2013-01. No proposals may be withdrawn after public opening.

1.10 CONTRACTOR CONDUCT
During the RFP Window (from release of this RFP to Final award), CONTRACTOR is not permitted to contact any SBCCD employees or members of the Governing Board unless at the request of SBCCD's designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.11 QUESTIONS REGARDING THIS RFP
Any administrative or technical questions concerning the requirements presented in this RFP must be directed to the contact on the title page of this RFP via e-mail. Technical questions must be submitted no later than 3:30 PM (PST) on December 12, 2012. The Evaluation Committee will draft responses to be posted as Addenda.

1.12 CONTRACT DOCUMENT
Certain contract language acceptable to SBCCD covering all of the services specified in this RFP is detailed in Section 3.0 and the Appendix C related thereto. No terms or conditions can be added or changed by CONTRACTOR after the proposal is received by SBCCD. Attempts to change the terms or conditions specified after the proposals are received by SBCCD may cause a proposal to be rejected as non-responsive. CONTRACTOR may propose alternate and additional language to the terms provided, but are subject to negotiation and acceptance by SBCCD.

1.13 EVALUATION
The SBCCD Evaluation Committee will review proposals and determine those that are responsive. The Evaluation Criteria include, but are not limited to, the following:
A. Responsive:
   a. Completeness of the proposal to project specifications,
   b. Adherence to the RFP forms and format;
B. Responsible:
   a. Sufficient references for which similar types of services have been provided,
   b. Proof of financial stability and viability,
   c. Experience of the firm and assigned personnel with the services proposed,
   d. Resources that demonstrate adequate capacity to perform services proposed;
C. Proposal:
   a. Value (price/point) and quality of products to be sold,
   b. Value and quality of services to be rendered,
   c. Value and quality of equipment proposed,
   d. Total fees, costs and considerations.
In the event a single proposal is received, SBCCD may conduct a separate cost analysis of the proposal. Where it is not possible to obtain a valid cost analysis, it may be necessary for SBCCD to conduct an independent cost analysis of the proposal price.

1.14 COST OF PROPOSAL DEVELOPMENT
SBCCD disclaims any financial responsibility for, and CONTRACTOR shall be solely responsible for, any costs incurred by the CONTRACTOR in responding to this RFP, whether or
not it is the successful CONTRACTOR, including the costs for bonding, legal costs for any reason, visitation costs, reproduction, postage and mailing, and the like.

1.15 **RFP INTERPRETATION AND ADDENDA**

Any changes, clarifications, or other interpretations regarding this RFP will be sent by SBCCD to each CONTRACTOR who has received or requested a RFP as well as be published on the District’s website. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the CONTRACTOR(s) and SBCCD.

1.16 **AWARD**

As explained above, any award is subject to successful contract negotiations between SBCCD and the selected CONTRACTOR(s). Selection as the Preferred CONTRACTOR is not an award and the process will be concluded with the execution of the final agreement(s) with all of the CONTRACTOR(s) concerned pursuant to Governing Board authorization. The Final agreement(s) shall be signed by the successful CONTRACTOR and returned, within ten (10) working days after the agreement has been mailed or otherwise delivered to CONTRACTOR. No agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the agreement within ten (10) working days after the agreement has been mailed or otherwise delivered to the successful CONTRACTOR shall be just cause for the cancellation of the award. Award may then be made to a second Preferred CONTRACTOR, or the RFP may be re-advertised as SBCCD may decide.

1.17 **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney’s fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

1.18 **NOTICE OF SUIT OR ACTION FILED**

The CONTRACTOR shall give SBCCD immediate notice of any suit or action filed or prompt notice of any claim made against SBCCD arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to SBCCD copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of SBCCD to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

1.19 **PROHIBITED INTEREST**

No Board member, officer, or employee of the San Bernardino Community College District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge
of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

1.20 FINAL CONTRACT
The following documents are considered part of the Final agreement, in order of precedence:
A. The Final agreement between SBCCD and the CONTRACTOR(s);
B. All schedules, implementation plans, service descriptions, and the like developed during the proposal evaluation phase for inclusion in the Final agreement;
C. The CONTRACTOR proposal in total, including all addenda and attachments;
D. This RFP as originally released, with Appendices, Exhibits, and any addenda released prior to proposal opening;
E. RFP Response and any addenda released prior to proposal opening.

SBCCD may terminate any resulting Agreement(s) for convenience at any time by giving the CONTRACTOR written notice thereof. Upon termination, SBCCD shall pay the CONTRACTOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by SBCCD to effect such termination. The effective date of termination shall be the date of Notice of Termination.

1.21 TIMELINE
The anticipated timeline, subject to change, for the complete process is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Tentative Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release – Response Window Opens</td>
<td>December 3, 2012</td>
</tr>
<tr>
<td>Technical Questions Due 3:30 P.M. (PST)</td>
<td>December 12, 2012</td>
</tr>
<tr>
<td>Proposals Due 3:30 P.M. (PST) – Response Window Closes</td>
<td>December 21, 2012</td>
</tr>
<tr>
<td>Interviews of Selected Proposers – Times TBD</td>
<td>January 7, 2013</td>
</tr>
<tr>
<td>Preferred CONTRACTOR selected and contract negotiated</td>
<td>January 8, 2013</td>
</tr>
<tr>
<td>Bid awarded and contract approved by Governing Board</td>
<td>March 7, 2013</td>
</tr>
</tbody>
</table>

2.0 DISTRICT PROFILE
SBCCD was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. SBCCD includes two comprehensive community colleges, two district office locations, a corporate training center and KVCR-TV and FM. SBCCD employs approximately 675 full-time permanent faculty, management and staff members and approximately 450 part-time faculty members.

San Bernardino Valley College (SBVC) is located on approximately 26 acres near downtown San Bernardino and served approximately 16,600 full-time and part-time students or 9,250 Full Time Equivalent Students during the 2011-2012 Academic Year. The campus bookstore generated annual net sales in excess of $2.1 million during that same period. SBVC also operates the Sun Room, which is a full-service instructional restaurant laboratory program, providing hands-on learning opportunities for students to serve patrons from the local community.

Crafton Hills College (CHC) is located on approximately 526 acres in Yucaipa and served approximately
7,400 full-time and part-time students or 4,000 Full Time Equivalent Students during the 2011-2012 Academic Year. The campus bookstore generated net sales in excess of $1.3 million during that same period.

3.0 LEGAL SPECIFICATIONS
SBCCD's Legal Specifications are contained in a sample contract template in Appendix C. This reflects the terms and conditions necessary to be included in the Final agreement(s) for the products and services specified herein. These specifications are to be used as the basis for the Final agreement(s) but are negotiable. The purpose will be to standardize the evaluation of the CONTRACTOR agreements and to augment them where there are provisions required by SBCCD that are not included in the existing CONTRACTOR agreements. SBCCD requires that each of these specifications be addressed in the Final agreement(s) in essentially the language provided or some acceptable substitute language. The inclusion of the CONTRACTOR standard forms and/or boilerplate does not constitute a response to these Legal Specifications.

4.0 PROJECT SPECIFICATIONS
This section will provide necessary information regarding the services SBCCD shall expect outlined and described in a successful proposal.

4.1 QUALIFICATIONS & EXPERIENCE
This section should establish the ability of CONTRACTOR to exceptionally perform the required work by reasons of demonstrated competence in the proposed services to be rendered, the nature and relevance of similar work currently being performed or recently completed, and competitive advantages over other firms in the same industry.
A. CONTRACTOR shall furnish background information including date of incorporation and/or founding, legal form, location of assigned service offices, principal line of business, number of employees, days/hours of operation and any other pertinent data.
B. CONTRACTOR shall describe its most noteworthy qualifications for providing proposed services to be rendered. Specifically highlight those qualifications that provide a competitive advantage.
C. CONTRACTOR shall identify the Project Manager assigned to a SBCCD account. Include a detailed resume of the Project Manager including description of qualifications, professional certifications, job functions, and office location.
D. CONTRACTOR shall identify the key personnel assigned to a SBCCD account. Include brief resumes of key personnel including description of individual qualifications, professional certifications, job functions, and office locations. Furnish an organizational chart for key personnel assigned to a SBCCD account.
E. CONTRACTOR shall describe any significant developments in organization such as changes in ownership or personnel in the past five years.
F. CONTRACTOR shall describe any litigation pending against CONTRACTOR.

4.2 SCOPE OF WORK
This section should establish that CONTRACTOR understands SBCCD’s objectives and requirements by demonstrating its ability to meet those requirements and outlining the plan for accomplishing the specified work.
A. CONTRACTOR shall provide strategies, methodologies, and operational plans including delivery and inventory stocking services for each of the following services.
B. Full-Service Vending Machines
   a. Beverages provided should include CSD, bottled teas, bottled coffee, bottled water, fruit juices, energy drinks, and isotonic drinks. Milk, flavored milk, hot beverages (such as
Coffee, tea, or hot chocolate), and alcoholic beverages shall be excluded.

b. Vending machines are currently located at multiple locations at each site: fourteen (14) at SBVC, thirteen (13) at CHC, and two (2) at the District Office. There is an additional at-cost/non-commission vending machine at the District Office. Maps of SBVC and CHC with the approximate location of each vending machine can be found in Appendix D.

c. CONTRACTOR shall determine and outline retail cost of products with annual price inflations based on the following annual volume estimations:
   i. SBVC: 600 cases CSD, 225 cases bottled water, 150 cases isotonic beverages, and 325 cases bottled teas;
   ii. CHC: 425 cases CSD, 175 cases bottled water, 75 cases isotonic beverages, and 125 cases bottled teas;
   iii. District Office: 45 cases CSD, 5 cases bottled water, and 1 case bottled teas.

d. CONTRACTOR shall supply, install, regularly maintain, and periodically maintain and/or improve vending machines. Built-in dollar changers and Internet Protocol (IP) sales tracking are preferred, but other methods of payment transactions and sales tracking will be considered. CONTRACTOR shall also outline proposed locations for vending machine placement on each campus; final placement will be mutually agreed upon by CONTRACTOR and SBCCD.

e. CONTRACTOR shall provide facilities and utility service upgrades to accommodate improved and new equipment.

C. Direct Delivery Retail Coolers

a. Beverages provided should include CSD, bottled teas, bottled coffee, bottled water, fruit juices, energy drinks, and isotonic drinks. Milk, flavored milk, hot beverages (such as coffee, tea, or hot chocolate), and alcoholic beverages shall be excluded.

b. Retail coolers are currently located in the following locations:
   i. SBVC: bookstore, cafeteria, and snack bar;
   ii. CHC: bookstore and cafeteria.

c. CONTRACTOR shall determine and outline retail cost of products with annual price inflations based on the following annual volume estimations:
   i. SBVC: 600 cases CSD, 860 cases bottled water, 1100 cases bottled isotonic/coffee/energy drinks, and 2700 cases bottled teas and fruit juices;
   ii. CHC: 375 cases CSD, 610 cases bottled water, 750 cases bottled isotonic/coffee/energy drinks, and 670 cases bottled teas and fruit juices.

d. CONTRACTOR shall supply, install, regularly service, and maintain and/or periodically improve retail coolers as is necessary to maintain a full retail stock of contracted products. CONTRACTOR shall also outline proposed locations for retail cooler placement on each campus; final placement will be mutually agreed upon by VENDOR and SBCCD.

e. CONTRACTOR shall provide facilities and utility service upgrades to accommodate improved and new equipment.

D. Fountain Dispensing Units

a. Beverages provided should include CSD, bottled teas, bottled coffee, bottled water, fruit juices, energy drinks, and isotonic drinks. Milk, flavored milk, hot beverages (such as coffee, tea, or hot chocolate), and alcoholic beverages shall be excluded.

b. Fountain beverage dispensing units are currently located in the SBVC Cafeteria, SBVC Sun Room, and CHC Cafeteria utilizing five (5) gallon BIB units and twenty (20) or fifty (50) pound capacity carbon dioxide tanks.

c. CONTRACTOR shall outline a cost proposal with annual price inflations based on the following annual volume estimations:
i. SBVC: 350 gallons CSD and 160 gallons tea and juices,
ii. CHC: 245 gallons CSD and 15 gallons tea and juices.

d. CONTRACTOR shall supply, install, regularly maintain, and periodically improve dispensing units. Dispensing units should be equipped with locks and/or shut-off devices and, where necessary, separate water supply shut-off valves and water line filters. Dispensing units should be five (5), six (6), or eight (8) head, high volume machines with top-mounted automatic ice machines. All non-specialty dispensing units should have the ability to dispense carbonated water. The dispensing unit motors shall be at least 1/3 horsepower and completely self-contained. CONTRACTOR shall also outline proposed locations for dispensing unit placement on each campus; final placement will be mutually agreed upon by CONTRACTOR and SBCCD.

e. CONTRACTOR shall provide facilities and utility service upgrades to accommodate improved and new equipment.

4.3 CONSIDERATIONS AND COMMISSIONS

Explain your philosophy on charging fees for the services described in this RFP that you will provide to SBCCD. Provide your fee and/or commission schedule for the term of this contract.

E. Exclusive Pouring Rights Considerations

a. CONTRACTOR shall propose a sponsorship fee structure payable to SBCCD in consideration of exclusive rights. SBCCD reserves the right to stock and offer products considered non-competitive with awarded contract. CONTRACTOR shall outline its policy and enforcement requirements to ensure proper participation.

b. CONTRACTOR shall propose and fund a campus-based advertising program to market its exclusive rights throughout the campus community. Any program and/or events will be mutually agreed upon by CONTRACTOR and SBCCD.

c. CONTRACTOR shall propose in-kind benefits to be made available for various SBCCD-or CONTRACTOR-hosted campus events.

d. CONTRACTOR shall propose corporate-sponsored scholarships, grants and other educational awards to be made available through the campus-based foundations to SBCCD students, faculty and staff.

e. CONTRACTOR shall propose a five-year term.

F. Sales Commissions: CONTRACTOR shall propose a commission rate schedule for gross revenue collected from all sales of products through vending machines.

END OF RFP DOCUMENT
Appendix A

Non-Collusion Declaration

The undersigned declares:

I am the [Title] of [CONTRACTOR Name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________ day of ______________________, 20___ at _____________________________________.

(City, State)

Signed: _________________________________
Appendix B

Contractor Profile Form & Designation of Names

CONTRACTOR Name: __________________________________________

DUE NO LATER THAN 3:30 P.M. PST on December 21, 2012

In response to SBCCD’s Notice Inviting Proposals for exclusive pouring rights to SBCCD, the undersigned submits this firm offer to:

San Bernardino Community College District
RFP # 2013-01, Exclusive Pouring Rights
Attn: Benjamin Gamboa, Purchasing Agent
114 S. Del Rosa Dr.
San Bernardino, CA 92408

Section 1: Designation of Names

Person Responsible for Bid: __________________________________________

Street Address: __________________________________________

City, State & Zip: __________________________________________

Telephone: __________________ Fax: __________________

Email: __________________________________________

Business Type: __________________ TIN: __________________

(Corporation, Sole Proprietorship, etc.) (EIN or SSN)

Section 2: Bid

CONTRACTOR must enter a fixed price for each Unit Price item in the space(s) provided on the next page of the Bid Form. Bidder’s unit prices shall include all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs and expenses to produce and deliver as required. Prices must be net including discounts.

I, __________________________, the undersigned, the __________________________ of __________________________, hereby declare that I am duly authorized to execute this Bid Form; that I have carefully examined the requirements of this Bid; acknowledge receipt and incorporation of the following Addenda, ____________; that this Bid Form constitutes a firm offer to SBCCD that if awarded, all prices shall remain effective as required on this Bid Form; and that, under penalty of perjury under the laws of the State of California, to the best of my knowledge and belief, the information contained in this Bid Form is true and correct.

Signature: __________________________ Date: __________________________
PROFESSIONAL SERVICES AGREEMENT

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as “DISTRICT”, and ______________________, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, the DISTRICT needs professional _______________________________________; and,

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES
   To be determined.

2. TERM
   CONTRACTOR will commence work under this agreement on _____________ and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than ______________. CONTRACTOR shall not commence work until the Board has approved the Agreement.

3. COMPENSATION
   a. Payment(s) shall be made in the following manner:
      To be determined.

   b. Billing
      To be determined.
c. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

4. TERMINATION
This agreement may be canceled by either party without cause by written notice and with fifteen (15) calendar days.

5. RELATIONSHIP OF PARTIES
DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR’S STATUS
Contractor expressly represents and covenants that he/she is a ___________ duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. LIABILITY
CONTRACTOR agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of $300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for DISTRICT’S contingent liability on such claims or losses. DISTRICT, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to DISTRICT’S Office of Business Services. CONTRACTOR agrees to obtain a written obligation from the insurers to notify DISTRICT in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

8. WORKERS’ COMPENSATION INSURANCE
CONTRACTOR shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers’ Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements
that implement the required coverage shall be filed and maintained with the DISTRICT throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to DISTRICT. The policy shall also be amended to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, employees, agents, or CONTRACTORS for losses which arise from work performed by the named insured for the DISTRICT.

DISTRICT may, at its sole discretion, and if then permissible under the requirements of the Labor Code of the State of California, permit CONTRACTOR, by acknowledgment herein, to waive Workers’ Compensation insurance coverage on himself/herself provided CONTRACTOR does not employ any other persons in his/her business. CONTRACTOR does hereby elect to waive Workers’ Compensation insurance coverage on himself/herself while performing services for DISTRICT pursuant to this contract. CONTRACTOR expressly acknowledges that he/she is making the election hereunder with the full knowledge and understanding that he/she will not, under any circumstances, be insured for an “on-the job” injury under the DISTRICT’S Workers’ Compensation or other liability insurance policies, in the event CONTRACTOR is injured while performing services pursuant to this Agreement.

_________________________________ ______________________________
District                                        Contractor

9. HOLD HARMLESS
CONTRACTOR agrees to defend, indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by CONTRACTOR, its officers, agents, or employees while performing operations under the Agreement.

10. AMENDMENTS
This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY’S FEES
Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage
resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs incurred as a consequence hereof.

12. **ENTIRE AGREEMENT**
There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. **INDEPENDENT CONTRACTOR**
CONTRACTOR is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subgrantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or subgrantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. **LAW TO GOVERN: VENUE**
The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. **NOTICES**
All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

**IF TO DISTRICT**
Steven Sutorus  
Business Manager  
114 S. Del Rosa Dr.  
San Bernardino, CA 92408

**IF TO CONTRACTOR**

16. **VALIDITY**
If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.
17. **EXHIBIT AND ADDENDUM INCORPORATED**
Attachment “A” is attached hereto and incorporated into this Agreement by reference.

18. **PUBLIC EMPLOYEE**
If CONTRACTOR is a regular employee of a public entity, all services which CONTRACTOR renders under this agreement will be performed at times other than CONTRACTOR’S regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

19. **STRS RETIREE**
CONTRACTOR shall provide DISTRICT with a statement indicating whether or not CONTRACTOR is a retired member of the State Teacher’s Retirement System of the State of California.

20. **ASSIGNMENT**
This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

_______________________________________________   Date______________  
Steven Sutorus, Business Manager  
San Bernardino Community College District  
114 South Del Rosa Drive  
San Bernardino CA 92408  
909-382-4000

_______________________________________________   Date______________  
CONTRACTOR SIGNATURE

_______________________________________________
Name: Print or Type

_______________________________________________
Mailing Address

_______________________________________________
City, State and Zip Code  
(______)________________________________________  Telephone Number

_______________________________________________
Social Security No. or Tax Payer ID No.
Appendix D

The following campus maps for Crafton Hills College and San Bernardino Valley College denote with a blue circle (○) where vending machines are located.