REQUEST FOR QUALIFICATIONS AND PROPOSALS – BEVERAGE SUPPLY/PROMOTIONAL SERVICES: SADDLEBACK COLLEGE

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide Beverage Supply/Promotional Services for Saddleback College. Selection will result in an Agreement expected to provide comprehensive services to SOCCCD beginning July 1, 2014.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D’Lena

Questions regarding this RFQ & P may be directed to Brandye K. D’Lena at bdlena@socccd.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website at www.socccd.edu. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing bdlena@socccd.edu.

All responses must be received by mail, recognized carrier or hand delivered by

Due Date: May 5, 2014 2:00 P.M.
INTRODUCTION

Saddleback College seeks to procure Beverage Vending and Promotional Services with a reputable beverage vending service to operate on an innovative college campus dedicated to sustainability. SOCCCD would like to foster a more sustainable beverage vending service that economically supports environmentally sustainable product as a way of contributing to the quality of life in the region. SOCCCD desires a Vendor who can deliver a variety of high-quality, sustainably produced and procured items, creating strong customer satisfaction.

The evaluation timeframe is expected to be completed in time for a July 1, 2014 contract commencement. The selected team will work with the College President and the Food and Beverage Committee.

The District is requesting qualification statements and proposals from Vendors with a proven track record. It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the selection process.

BACKGROUND:

Saddleback College is one of two community colleges in the South Orange County Community College District. Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 39,000 students each year. Saddleback College serves the educational needs of students in the Dana Point, El Toro, Laguna Beach, Laguna Hills, Laguna Niguel, Mission Viejo, San Clemente, San Juan Capistrano and Santa Margarita and Newport Beach areas.

The District is considering entering into a three (3) year agreement with two (2) one (1) year options to renew relating to exclusive sale of carbonated soft drinks at the Saddleback College campus located at 28000 Marguerite Parkway, Mission Viejo, California 92629. The agreement provides can/bottle machines at 28 campus locations. The Saddleback College Foundation receives an annual sponsorship fee of $50,000 based on an annual case/gallon threshold of 10,800 per year; this sponsorship fee has been prorated based on actual sales in each previous year and has seen a reduction in each year of the current contract. The district also receives commissions from all sales of products. Reported sponsorship and commission revenue for the past several years which previously included beverages in the cafeteria are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-2011</td>
<td>$51,409</td>
</tr>
<tr>
<td>2011-2012</td>
<td>$43,117</td>
</tr>
<tr>
<td>2012-2013</td>
<td>$48,729</td>
</tr>
</tbody>
</table>
All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Brandye K. D’Lena via email at bdlena@socccd.edu with the subject line indicating “Question(s) for Beverage Vending and Promotional Services RFQ & P”. If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFQ & P and any addenda provided.

**Request for Qualification & Proposals Submittal Schedule**

- **RFQ & P - 1st Advertisement**: April 19, 2014
- **RFQ & P - 2nd Advertisement**: April 26, 2014
- **PRE-BID CONFERENCE**: April 28, 2014
- **Deadline for written questions**: April 29, 2014
- **Last addendum (if needed)**: April 30, 2014
- **Deadline for RFQ & P Submittal**: May 5, 2014
- **Contract Negotiation**: May 6, 2014
- **Contract Finalized**: May 7, 2014
- **Board Meeting Date**: May 19, 2014
- **Contract Execution**: June 30, 2014

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ & P title, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

**Late submittals will be returned to the firm without evaluation and firm will not qualify for consideration.** It is the firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.
SCOPE OF WORK

Services: The Beverage Vending and Promotional Services will include: The scope of the contract will be as follows:

BASE BID NO. 1 – Under the scope of this base bid agreement the Vendor will provide and operate at their expense new coin operated carbonated soft drink and bottled water vending machines at all present locations and will be the designated supplier of carbonated soft drinks for the cafeteria soda fountain. The food services Vendor will operate the fountain. Proposals may also recommend installation of vending machines at new locations. Approval of new vending machine locations shall be at the District’s discretion. Proposals shall include all necessary information for evaluation including the sale price of all bottled and canned drinks to be sold at the vending machines as well as financial conditions and marketing program information.

The DISTRICT will reserve the right to sell on campus through the cafeteria or at vending machines, non-carbonated and non-water products (i.e. teas, coffee, hot chocolate, etc.) from other Vendors. The DISTRICT reserves the right to sell on campus and solely through the cafeteria 50% of the canned and bottled beverages from alternate beverage vending contractors of their choice.

Schedule. The Beverage Vending and Promotional Services effort is expected to begin on July 1, 2014.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 11 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the firm.

“Qualifying firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFQ. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:
1. **Cover Letter.** A maximum one-page, dated *Introductory Letter* must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. **Table of Contents.** A *Table of Contents* of the material contained in the proposal should follow the Cover Letter.

3. **Executive Summary.** The *Executive Summary* should contain an outline of your general plan and a brief summary of approach and qualifications to engage in providing Beverage Vending and Promotional services at Saddleback College. (two page maximum)
   a. **Note:** Exhibit E, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

4. **Experience.** Describe your experience with Beverage Vending and Promotional Services. Include the scope of work performed within the last five years. Provide contact names and phone numbers for each listed project.

   Evidence that the Firm is legally certified to conduct business in the State of California for the services offered.

   The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

   If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

5. **Personnel.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its ability to manage the day to day activities and multiple years relationship:
   a. Identification of proposed management
   b. All personnel assigned to provide services must:
      i. Possess the minimum qualification to perform the services provided
      ii. Have knowledge and understanding of terms and conditions, major services and activities required to perform services provided
      iii. Have a minimum of three years of directly related experience
      iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7
   c. Include resumes of proposed personnel who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of
each person and outline his or her individual experience. (No more than one page per person).

d. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein

6. **Scope of Work.** Provide a Scope of Work description for the expected Beverage Vending and Promotional services in detail; the consultant may recommend refinements, suggestions or brief restatements of the scope of work shown in the sample contract within the response to this section. (Three pages maximum) Be sure to include the following:

   a. **All equipment to be brought on campus.** Identify what will be the Vendors property and what will be considered the property of the district.

   b. **Capital Improvements.** Show in detail all capital improvements or other programs or projects that Vendor proposes.

   c. **Sustainable Practices.** Provide a detailed description of the procedures and approaches intended to support the district’s goal of improving sustainable practices.

   d. **Promotional Items.** Vendors shall indicate in detail what promotional funds they are proposing to pay the district for the award of the exclusive carbonated soft drink rights at Saddleback College over the duration of the contract. Proposals shall indicate the amounts to be paid for each year of the original three year time frame and the amounts for each of the two one-year extensions.

   e. **Highlight Modifications.** Vendor shall clearly note any changes in current beverage ending prices or quantities of machines on campus.

7. **Services.** Included in item 6 above.

8. **Additional Data.** Provide additional information about the firm as it may relate to this RFQ & P. DVBE, Small business, small disadvantaged business, minority-owned firms, and small women-owned business participation level. Consortia of small businesses, minority-owned firms, and women’s business enterprises are encouraged, and subcontracts with small businesses, minority-owned firms, and women’s business enterprises are also encouraged. (Include as an appendix if desired)

9. **Not Used.**

10. **Client References.** This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any sub consultants included in the proposal and shall include no less than five references including:

    a. Project name, location and description

    b. Client contact name

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RFQ & P Beverage Supply, Promotional Services  
Saddleback College  
Bid 2016  
April 19, 2014

c. Telephone number  
d. Email address  

This section may also include letters of recommendation or testimonials

11. Agreement Review. Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

12. Certification and Non Collusion Affidavit. Complete, provide authorized signature, and date the “CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS” and “NON-COLLUSION AFFIDAVIT” enclosed with this RFQ & P.

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Deviation from the defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit C) is not to be included with the Firm’s submittal.

BASIS OF AWARD

The selection of the Beverage Vending and Promotional Services will be a two-stage process.

1. The first stage will be based on proposal analysis principally focusing on qualifications, product, and compensation.
2. The second and final stage is successful contract negotiations. Please note that VENDOR’s legal review must turn around in one day after negotiations are complete. Schedule accordingly.

At the conclusion of the second stage, Beverage Vending and Promotional will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.
MISCELLANEOUS

1. General information about SOCCCD may be found at http://www.socccd.edu. Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.

5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.

7. SOCCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Non Collusion Affidavit
3. Exhibit C: Sample Agreement for Beverage Vending and Promotional Services.
4. Exhibit D: Saddleback College Campus Map
5. Exhibit E: Beverage Vending and Promotional Services – Qualification Matrix

Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.
CERTIFICATION – REQUEST FOR QUALIFICATIONS & PROPOSALS

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications and Proposals – Beverage Vending and Promotional Services and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) ____________________

__________________________________________
Signature

__________________________________________
Typed or Printed Name

__________________________________________
Title

__________________________________________
Phone

__________________________________________
Address

__________________________________________
Email

Provide Seal here, if Corporation
NON COLLUSION AFFIDAVIT

Beverage Vending and Promotional Services for Saddleback College

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Contractor, a partner, or an officer or employee of the responding corporation having authority to sign on its behalf;

2. That the attached proposal or proposals have been arrived at by the Vendor independently, and have been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other Vendor or materials, supplies, equipment or services described in the Request for Qualifications and Proposal designed to limit independent offers or competition;

3. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Subscribed and sworn to me this

 _____ of ________, _________

______________________________
Signature

______________________________
Notary Public

______________________________
Firm Name

______________________________
Expires

______________________________
Date
This AGREEMENT is made effective as of July 1, 2014 (the “Effective Date”), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Vendor Name, Address and Phone, hereinafter called "VENDOR", for Saddleback College (the “College”) campus having its principal place of business at 28000 Marguerite Parkway, CA 92692.

WHEREAS, VENDOR is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products,

WHEREAS, VENDOR desires the right to be the exclusive supplier of beverage products to Saddleback College, except with regard those locations specified herein,

WHEREAS, VENDOR has submitted a proposal in response to a Request for Proposals issued by the DISTRICT for the exclusive right to dispense beverage products at Saddleback College,

WHEREAS, the DISTRICT has determined that it is in the best interests of the DISTRICT to contract with VENDOR to provide services for the sale of beverage products at Saddleback College,

WHEREAS, the parties desire to confirm the terms and conditions under which the DISTRICT will contract with VENDOR to install, operate, service, and maintain all equipment dispensing beverage products at Saddleback College,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 VENDOR’S RIGHTS AND RESPONSIBILITIES

1.1 **Standard of Care.** VENDOR shall provide the Products and Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. VENDOR’s Product and Services shall be provided in such a manner as to avoid hindrance, interruption, or delay to daily campus operations.

1.2 **Management Services.** VENDOR’s management services shall be provided by Name. Contact information for Name will be provided to Saddleback College’s Grants and Contracts Manager who will act as the single point of contact between VENDOR and Saddleback College. If Name is replaced with another person, the name and contact information for this person will be provided within one week of this change.

a. VENDOR shall provide one hour of local management-level participation at the quarterly Food and Beverage meetings.

b. VENDOR shall provide a quarterly business report which includes at a minimum:

i. information specific to the sale of Product through the Vending Machines including: volume, total sales minus crv, and a comparison with the previous quarter, and
ii. results of the independent audit performed quarterly and for the period leading up to the report.

1.3 **Exclusive Beverage Availability Rights.** The DISTRICT hereby grants to VENDOR the following Beverage availability rights:

   a. Except as provided herein, VENDOR shall have the exclusive right to make Beverages available for sale and distribution on Campus through beverage vending machines (“Vending Machines”), through the Cafeteria, all concessions and retail locations, including the bookstore, and the right to provide all Beverages sold at athletic contests, booster club activities and all other special events conducted at any location on the Campus (“Special Events”). If VENDOR does not provide a beverage type through vending, DISTRICT reserves the right to provide alternate vending of unavailable product.

   b. Subject to the terms and conditions set forth in this AGREEMENT, the DISTRICT agrees that Products shall be the exclusive Beverages sold, dispensed or served or available on the Campus.

   c. The only exception to VENDOR’s exclusive Beverage rights at the Campus is with regard to the Cafeteria (Cafeteria Clause). VENDOR shall have the right to 100% of fountain Beverages sold in the Cafeteria and the right to 50% of the shelf space allocated to bottle and can Beverage Products sold in the Cafeteria.

   d. VENDOR shall have the exclusive right to install Vending Machines throughout the Saddleback College campus. After coordination and AGREEMENT with Saddleback College, VENDOR shall have the further right to install additional Vending Machines in buildings and facilities acquired and/or constructed by the Saddleback College after the date of this AGREEMENT.

   e. DISTRICT shall require College, the food service provider (except the items noted in the Cafeteria Clause, concessionaires and other third parties selling Beverages on Campus to purchase Product directly from VENDOR at the prices established pursuant to this AGREEMENT. These purchases will count towards the annual case/gallon threshold outlined in this agreement.

      1. VENDOR will provide a resale number or alternate approach to facilitate assurance of appropriate product purchase through VENDOR.

1.4 **No Competitive Products.** During the entire Term of this AGREEMENT:

   a. No Competitive Products shall be sampled, sold, served or dispensed anywhere on the Campus, except as pursuant to the Cafeteria Clause.

   b. No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere on the Campus, including locker rooms, sidelines and players benches.
c. As of the Effective Date and with the exception of the Cafeteria Clause, no AGREEMENT will be entered into or maintained by the School pursuant to which Competitive Products will be associated with the Saddleback College campus in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the Saddleback College campus.

1.5 **Marketing Rights.** The DISTRICT grants to VENDOR the following promotional rights, which are exclusive as to Beverages, to:

a. Market and promote Beverages in connection with the Campus and the Teams including the use of the College Marks on a royalty-free basis. College acknowledges and agrees that such promotional activities may be conducted in conjunction with VENDOR customers; and VENDOR will have the right to incorporate its customers’ marks with the College Marks on any advertising, point of sale, packaging, or premium items or materials. College hereby grants VENDOR license to use the College Marks on a royalty-free basis for the purposes of promoting Products as provided herein.

b. Refer to VENDOR in any of its marketing materials as a “sponsor” of the Campus, the College and/or the Teams, and refer to any brand of Products in any of VENDOR marketing materials as the “official” Beverage of the Campus, College or the Teams.

c. Undertake Beverage promotions at or in connection with the campus and/or the Teams, including offering Products in promotional packaging bearing the College Marks on a royalty-free basis.

d. Create or market for retail sale merchandise incorporating the College Marks and trademarks of Products.

1.6 **Merchandising Rights.** The DISTRICT grants to VENDOR the following exclusive merchandising rights:

a. College agrees that all fountain drinks dispensed on the Campus in disposable cups will be served in approved VENDOR-identified biodegradable cups.

b. Materials promoting the Products at the point of sale on the Campus, which will include translites and pictorials on dispensing equipment depicting approved cups and Products, will be clearly visible to the purchasing public.

c. Product trademarks will be prominently displayed on each Beverage vending machine on the Campus.

d. College will have the right to pre-approve (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by VENDOR for use in promotional activities or otherwise in accordance with the terms of this AGREEMENT and the incorporation of the College Marks. District agrees that its approval hereunder will not be unreasonably withheld.
College agrees that it will not, directly or indirectly (nor will College permit anyone to whom College has granted promotional, advertising, or other rights,) maintain any AGREEMENT or relationship pursuant to which any Competitive Products are associated with the College, the Campus, or the Teams. Nothing contained herein will prevent the sale of bottle and can Competitive Products in the Cafeteria to the percentage set forth in Section 4(a) herein nor will it prevent the on-campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.

ARTICLE 2 SCOPE OF VENDOR’S PRODUCT AND SERVICES

2.1 Equipment. VENDOR shall place Vending Machines and other beverage equipment necessary to dispense the Products on Campus (the “Equipment”) based upon VENDOR’s survey and Saddleback College’s concurrence of the Campus needs. Any vending machine installation at Saddleback College shall be mutually agreed between the DISTRICT and VENDOR and subject to the DISTRICT’s prior approval of the location of the vending machine(s).

a. VENDOR shall install the Vending Machines at its sole expense including the addition of any necessary power and water connections as coordinated with Saddleback College. The DISTRICT will provide ongoing power and water service to the Equipment. VENDOR shall have the right to place full trademark panels on all sides of its Vending Machines. VENDOR shall retain title to all Vending Machines.

b. Vending Machines will be newer machines with an appropriate aesthetic appearance for the campus environment.

c. All Vending Machines will include an intelligent power controller for cold product vending machines that meet the specifications outlined in Saddleback College’s Vending/Snack Machine Energy Miser Specifications, Section 16900.

d. Saddleback College agrees that a minimum of thirty five (35) Vending Machines shall be placed on Campus throughout the Term.

e. VENDOR shall provide one debit/credit card reader per bank or location of vending machines unless exemptions for certain locations are provided in writing by the college’s Grants and Contracts Manager.

f. The Equipment may not be removed from the Campus without VENDOR’s written consent, and the Saddleback College agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by VENDOR. At the end of the Term, VENDOR shall have the right to and, in the event another VENDOR is the successful bidder for the next term will be required to, remove all Equipment from the campus at no expense to the Saddleback College.

g. VENDOR or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.
2.2 **Service.** During the Term and at no cost to the School, VENDOR will stock and service, if necessary, the Vending Machines and any additional Vending Machines determined by the parties to be installed at new locations on the Campus.

a. It is anticipated that two to three service calls per week will take place at the Saddleback campus. Service calls for malfunctioning machines or out-of-stock product will be addressed promptly (within 3 business days). Service call phone numbers will be prominently displayed on all machines to facilitate service calls.

b. Saddleback College shall permit VENDOR, its employees, agents and representatives to enter the campus for purposes of servicing and stocking the Equipment during normal college hours.

c. Vending Service vehicles are not permitted off-road. Asphalt pathways on Campus interiors do not have a traffic index sufficient to withstand the weight of delivery trucks. Alternate means, i.e. handcarts, will be necessary for bringing product to interior spaces of the campus. Routing approvals must be approved by the College Facilities Director prior to first service. Any truck caught violating the approved routing will be fined $100/occasion.

d. VENDOR will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, or other causes beyond the control of VENDOR.

e. VENDOR shall be responsible for the repair and replacement of the Equipment to the extent necessary as a result of theft and vandalism.

f. VENDOR will provide the Director of Student Development or designee with $25 dollars in petty cash toward refunds for machine malfunction. This amount will be replenished at the request of the Director and on an as-needed basis.

2.3 **Product.** Vending products to be offered are certain Products as determined by VENDOR from time to time.

a. VENDOR and the District agree that, at a minimum, the following products will be available at each location on the Campus where vending machines are located: Product Name Carmel Soda, Diet Carmel Soda, Lemon/Lime Product and Water Product. At least ten locations will provide alternative products such as sports drinks, energy drinks, juices, chilled coffee drinks, or iced tea. VENDOR will suggest healthier beverage products whenever feasible.

b. The DISTRICT agrees that, unless student survey with a high degree of validity and reliability indicates otherwise, all Vending Machines located on Campus shall vend 20 oz. products.

c. Additional product information is included in the “Consideration” section.

**ARTICLE 3 ADDITIONAL VENDOR SERVICES**

Additional vending machines may be placed on campus with the written and mutual AGREEMENT of the parties. Specific locations are not guaranteed.
ARTICLE 4  TERM

4.1 **Term.** The term of this AGREEMENT shall be the three (3) year period beginning on the Effective Date hereof and ending on June 30, 2017 with two (2) one (1) year options for renewal under the same terms and conditions (“Term”) unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.

4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a “Requests for Qualifications and Proposals”. After five years, there is no possibility for automatic renewal. The DISTRICT will send out the “Requests for Qualifications and Proposals” to interested parties at least thirty days prior to the expiration of the Term.

ARTICLE 5  INDEMNITY AND INSURANCE

5.1 VENDOR will indemnify and hold the DISTRICT, Saddleback College, its Board of Trustees, officers, and employees harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys’ fees) arising out of: (1) its breach of any term or condition of this AGREEMENT; (ii) product liability suits resulting from the use or consumption of VENDOR’s Products; and/or (iii) the negligence or willful misconduct of VENDOR.

5.2 The DISTRICT will indemnify and hold VENDOR, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys’ fees) arising out of: (i) its breach of any term or condition of this AGREEMENT; and/or (ii) the negligence or willful misconduct of the DISTRICT.

5.3 Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insured’s on such insurance during the Term. Such insurance will contain a waiver of subrogation with respect to the additional insured’s.

5.4 Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverage’s. VENDOR must provide the DISTRICT with a 30 day cancellation notice in the event that VENDOR’s insurance policy is cancelled before the expiration date of the term.

5.5 The provisions of this Section shall survive the termination of this AGREEMENT.

ARTICLE 6  CONSIDERATION
6.1 **Pricing.**

a. The initial vend prices are set forth herein.

b. Initial Post mix, bottle and can pricing and products are listed in attached Exhibit A.

c. Pricing is subject to change throughout the Term of this AGREEMENT and shall be competitive with pricing for similar VENDOR accounts in the geographic area. VENDOR shall notify the DISTRICT in writing prior to the implementation of any price change.

6.2 **Annual Sponsorship Fee.** An annual sponsorship fee, as follows (the “Annual Sponsorship Fee”):

<table>
<thead>
<tr>
<th>AGREEMENT Year</th>
<th>Applicable Time Period</th>
<th>Amount*</th>
<th>Due Date: within 60 days after:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July 1, 2014 – June 30, 2015</td>
<td>$50,000</td>
<td>Execution of AGREEMENT by parties.</td>
</tr>
<tr>
<td>2</td>
<td>July 1, 2015 – June 30, 2016</td>
<td>$50,000</td>
<td>July 1, 2015</td>
</tr>
<tr>
<td>3</td>
<td>July 1, 2016 – June 30, 2017</td>
<td>$50,000</td>
<td>July 1, 2016</td>
</tr>
<tr>
<td>4**</td>
<td>July 1, 2017 – June 30, 2018</td>
<td>$50,000</td>
<td>July 1, 2017</td>
</tr>
<tr>
<td>5**</td>
<td>July 1, 2018 – June 30, 2019</td>
<td>$50,000</td>
<td>July 1, 2018</td>
</tr>
</tbody>
</table>

* The Customer acknowledges and agrees that the Annual Sponsorship Fee payable to the Customer is based on a minimum number of cases and gallons of Product purchased by the Customer and sold through VENDOR’s Vending Machines each AGREEMENT Year. The minimum number of cases and gallons per AGREEMENT Year is xxxx (“Annual Case/Gallon Threshold”). If during any AGREEMENT Year the number of cases and gallons of Product sold through Vending Machines and purchased by the Customer falls below the Annual Case/Gallon Threshold, then the Annual Sponsorship Fee payable for the next AGREEMENT Year will be reduced by a percentage equal to the percentage decrease between the Annual Case/Gallon Threshold and the actual number of cases and gallons purchased by Customer and sold through vending machines during such AGREEMENT Year. For example, if the Annual Sponsorship Fee is $1,000 and the Annual Case/Gallon Threshold is xxx cases, and during AGREEMENT Year 1 the actual cases/gallons purchased by Customer and sold through vending machines is half that stipulated cases/gallons, then the Annual Sponsorship Fee for AGREEMENT Year 2 will be reduced by 50%. The District and VENDOR agree that the minimum number of cases sold (xxxx) is a best guess estimate and will be evaluated at the end of the first AGREEMENT year to determine if a modified minimum number of cases is warranted.

** The Annual Sponsorship Fee for AGREEMENT Years 4 and 5 is only due and payable if the parties agree to renew the AGREEMENT for each of these AGREEMENT Years.

6.3 **Commission.** Commission, as a percentage of the actual cash (“cash in bag” or “CIB”) collected by VENDOR from the Vending Machines placed at the Facilities, less any applicable fees or deposits (“Commissions”). Such Commissions shall be at the rate(s) set forth below (the
“Commission Rate”) and shall be calculated as follows: (CIB * Commission Rate) – applicable CRV = Commissions due.

<table>
<thead>
<tr>
<th>Product</th>
<th>Minimum Vend Price</th>
<th>Commission Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 oz. carbonated soft drinks and water</td>
<td>$x.xx</td>
<td>x%</td>
</tr>
<tr>
<td>Power Drinks i.e electrolyte or caffeine enhanced beverages etc.</td>
<td>Varies by Product as determined by VENDOR</td>
<td>x%</td>
</tr>
</tbody>
</table>

*Commission Rate stated above shall only apply to Products sold by VENDOR through its Vending Machines at the beginning of the Term. If VENDOR proposes any new products to the Customer during the Term, then VENDOR shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

6.4 **Commission Payment.** Commissions shall be remitted by VENDOR to the Customer within 30 days of the end of each 4-week accounting period established by VENDOR. VENDOR shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any commission payment from VENDOR if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to VENDOR’s policies and procedures related to its Full Service Vending business, as may be revised by VENDOR from time to time.

6.5 **Change to Commission Rate.** Customer acknowledges and agrees that VENDOR established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this AGREEMENT. If, during the Term, sales taxes should increase by more than five percent (5%), then VENDOR shall have the right to automatically reduce the Commission Rate by the same percentage amount.

6.6 **Volume Growth Incentive.** VENDOR will provide the College with a volume growth incentive (the Volume Growth Incentive) as follows: In any AGREEMENT Year in which the Customer meets or exceeds the annual volume of xxx combined (i) gallons and cases purchased directly from VENDOR (of which xxx must be bottle and can cases) and (ii) cases sold through VENDOR’s vending machines (an “Eligible AGREEMENT Year”) VENDOR will pay the College support funds in the amount of $x.xx per 24-unit case and $x.xx per 12-unit case on cases in excess of the first xxx cases/gallons purchased from VENDOR and sold through VENDOR’s vending machines during such Eligible AGREEMENT Year. The Volume Growth Incentive will only be paid on incremental cases purchased by College from VENDOR and will not be paid on incremental cases sold through VENDOR’s vending machines. The Volume Growth Incentive, if any, will be paid to the College within forty-five (45) days after the end of an Eligible AGREEMENT Year.
6.7 **Calculated Commissions.** Commissions from all sales of Products during the Term shall be calculated as follows:

\[ \text{Vend Rate} \times \text{Units/Case} = \text{Vend Rate \times 24 Units/Case} = \text{Vend Rate \times 24 Units/Case} = \$x.00 \]

\[ \times \text{x\% gross commission} = \text{x\% gross commission} = \$x.00 \]

\[ \text{-Vend Rate CRV} = \text{-Vend Rate CRV} = \$x.xx \]

\[ \text{Net Commission/Case} = \text{Net Commission/Case} = \$x.xx \]

b. Once xxx cases are exceeded combining vending, fountain service, and bottles and cans (xxx cases of which is bottles and cans) VENDOR will rebate \( \$x.xx/case \) on all incremental retail bottle and can 24 pack cases or \( \$x.xx/case \) on 12 pack cases.

6.8 **Commission Payment.** Checks for such Commissions will be sent to the DISTRICT every four (4) weeks, based upon the above percentages of actual cash collected from vending machines and will be made out to Saddleback College Foundation President’s account.

6.9 **Additional Consideration**

a. In addition to the consideration specified in Section 7 above, VENDOR shall provide the following further consideration to the DISTRICT.

b. VENDOR will provide annual Product donations of up to a total of xxx cases of a combination of 12 oz. cases of carbonated soft drinks and 16.9 oz. cases of water per AGREEMENT Year, provided however, that Saddleback College will administer all requests through a central contact so that Saddleback College may prioritize the requests.

c. On the first, third and fifth anniversary date for the signing of this AGREEMENT by both parties, VENDOR shall provide scholarships funds to be distributed to Saddleback College students in the total amount of xxx & 00/100 Dollars (\$xxx) (the “Scholarship Funds”). The Scholarship Funds may be deposited to either the Saddleback Foundation Account or to the Osher Foundation in the name of Saddleback College. The scholarships recipients shall be as determined by the Saddleback College.

d. Sideline Kits valued at up to xxx Dollars (\$xxx). VENDOR shall make these kits available to Saddleback College before September 1st each AGREEMENT Year and may include the following items:

   i. 10-10 gallon water jugs
   ii. 6-7 gallon water jugs
   iii. 2-5 gallon water jugs
   iv. 8-6 bottle water carriers
   v. 130-32 ounce water bottles
vi. 2,500/box-8 ounce water cups

vii. 2-48 quart ice chests

VENDOR will confirm annually the final configuration of sideline kits with Saddleback College.

e. Two annual name of radio station partner (designated by VENDOR) appearances per AGREEMENT Year at Saddleback College with Promotional Sampling Vehicles on dates to be determined by the District and VENDOR. It is anticipated that these dates will include a day during “Welcome Week” and “Senior Day.

f. VENDOR will place 500 cases of water on the Saddleback College campus for use by the college community only in case of a disaster or other emergency situation. Product will be rotated or replaced regularly to ensure it does not expire. Ownership of the product will remain with VENDOR unless a disaster or other emergency event takes place.

ARTICLE 7 TAXES

VENDOR shall be responsible only for the remittance of taxes on the sales of Products through Vending Machines located at the Saddleback College campus. DISTRICT and College acknowledge that VENDOR is not responsible for any taxes payable, fees or other tax liability incurred by DISTRICT or College in connection with any fees payable by VENDOR under this AGREEMENT. VENDOR shall not be assessed common area maintenance fees based on its occupation of the space allocated to Vending Machines.

ARTICLE 8 BREACH OF CONTRACT AND TERMINATION

8.1 If any of the material terms of this AGREEMENT are terminated, violated, prohibited, or limited during the Term of this AGREEMENT for any reason, other than by action or inaction of VENDOR, or other than by way of final judicial opinion, imposition, or modification of any local, state or federal laws and/or regulations, (“Affected Rights”), then VENDOR may give the DISTRICT written notice of such event and the DISTRICT shall have a thirty (30) day period within which to cure such breach. If the DISTRICT fails to cure such breach within a thirty (30) day period, VENDOR shall have the right to:

a.

i. substitute other of its Products offered by VENDOR for the Products subject to such Affected Rights;

ii. reduce VENDOR’s ongoing fees including support and commissions payable hereunder to an amount equal to the then-current ongoing fees VENDOR would pay for the right to market, sell or distribute the remaining Products as a result of such Affected Rights; and

iii. recover an amount pursuant to Section 15 (a) (2) (ii) and 15 (b) below relative to the Products subject to such Affected Rights, as determined by VENDOR, or
i. terminate this AGREEMENT in its entirely; and

ii. VENDOR shall, without prejudice to any other right or remedy available to VENDOR, obtain a reimbursement from the DISTRICT of any unearned Annual Sponsorship Fee paid by VENDOR to the DISTRICT for the AGREEMENT Year in which such termination occurs. The amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the AGREEMENT Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such AGREEMENT Year at the time of such termination or limitation and the denominator of which is twelve.

8.2 The DISTRICT may terminate this AGREEMENT for any breach of this AGREEMENT’s material terms by VENDOR. The DISTRICT shall provide VENDOR with written notice of the breach and provide a thirty day opportunity for VENDOR to cure such breach. If VENDOR fails to cure the breach within the thirty day period, the DISTRICT may terminate the AGREEMENT upon written notice to VENDOR. District shall return any unearned Annual Sponsorship Fee already paid, minus a pro-rated average of previous commissions due if any commission remains unpaid by VENDOR.

8.3 Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this AGREEMENT may be terminated by either party if:

a. the other party, or any parent of such other party, shall:

   i. have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not staying, withdrawn or settled within sixty days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e) (2)(A) of Title 11 of the United States Code, as amended, or any successor statue thereto, be applicable to this AGREEMENT;

   ii. file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty days thereafter); or

   iii. admit in writing its inability to pay its debts as such debts become due.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1 Work to Continue. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, VENDOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT.
9.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

10.1 **District Provided Information.** The DISTRICT shall provide to the VENDOR information regarding requirements for the Services, including information regarding the current equipment locations and potential future equipment locations.

10.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT’s behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the VENDOR. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

   Roxanne Metz, College Grants and Contracts Manager

10.3 **Notification.** The DISTRICT shall give prompt written notice to the VENDOR if the DISTRICT becomes aware of any fault or defect in the equipment or services. However, the DISTRICT’s failure or omission to do so shall not relieve the VENDOR of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the equipment.

### ARTICLE 11 MISCELLANEOUS

11.1 **Affirmative Action.** VENDOR agrees that VENDOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR and VENDOR’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

11.3 **VENDOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the VENDOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, VENDOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or VENDOR to seek redress for violation of, or to insist
upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a
waiver by that party of such term or condition, or prevent a subsequent similar act from again
constituting a violation of such term or condition.

11.5 Definitions

a. AGREEMENT Year. Each twelve-month period beginning with the first day of the “Term” and
subsequent anniversaries thereof.

b. Beverage(s). All carbonated soft drinks and all non-carbonated, nonalcoholic beverages or
soft drinks, including, but not limited to, fruit juices, fruit juice-containing drinks, and fruit-
flavored drinks (“Fruit Drinks”); ready-to-drink tea and coffee products; hypertonic, isotonic,
hypotonic drinks, and energy and fluid replacement drinks (“Sports Drinks”) and
packaged waters. Specifically excluded are non-branded coffee products, hot chocolate, tea,
unflavored dairy products, alcohol, and tap water.

c. Campus. The entire premises of the Saddleback College including all athletic facilities and
concession stands and, for each building, the grounds, parking lots and vending areas. For
the purpose of defining exclusivity, the Saddleback College Food Service locations,
specifically the cafeteria located in the Student Services Building (the “Cafeteria”), are
included in the definition of Campus, however, VENDOR’s rights with regard to the supply of
bottled and canned Beverages in the Cafeteria are non-exclusive as further defined herein.
Fountain beverages served in the Cafeteria will remain exclusively VENDOR product.

d. College Marks. The College’s name, each team’s name, colors and uniforms, and emblems
and all trade names, trademarks, service marks, designs, logos, mascots, characters,
identifications, symbols and other proprietary designs that are in existence on the effective
date which are owned, licensed or otherwise controlled by the College.

e. College Year. Consecutive calendar days running from July 1st of a calendar year through
June 30th of the following calendar year.

f. Competitive Products. Any and all Beverages other than Products (as defined herein).

g. Products. Beverage products manufactured, sold and distributed by VENDOR and purchased
directly from VENDOR or sold through full service vending machines owned, stocked and
serviced exclusively by VENDOR and include fountain drinks in the Cafeteria.

h. Team(s). All interscholastic athletic teams associated with the Saddleback College.

11.6 Employment with Public Agency. VENDOR, if an employee of another public agency, agrees
that VENDOR will not receive salary or remuneration, other than vacation pay, as an employee
of another public agency for the actual time in which services are actually being performed
pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT
during tenure or for one year thereafter, shall have any interest direct or indirect, in this
AGREEMENT or the proceeds thereof.
11.7 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

11.8 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

11.9 **Independent Contractor.** VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. VENDOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. VENDOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. VENDOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective VENDOR’s employees.

11.10 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of VENDOR and DISTRICT hereunder.

11.11 **Non-Assignment.** The obligations of the VENDOR pursuant to this AGREEMENT shall not be assigned by the VENDOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or VENDOR. The sale or transfer of a majority membership interest in VENDOR firm or the admission of new member to the VENDOR firm which causes there to be a change in majority ownership and/or control of VENDOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

11.12 **Permits/Licenses.** VENDOR and all VENDOR’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.13 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which
notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.14 **Communications** between the parties shall be sent to the following addresses:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roxanne Metz</td>
<td>Contact Name</td>
</tr>
<tr>
<td>College Grants and Contracts Manager</td>
<td>Company Name</td>
</tr>
<tr>
<td>Saddleback College</td>
<td>Address</td>
</tr>
<tr>
<td>28000 Marguerite Parkway</td>
<td>Mission Viejo, CA 92692</td>
</tr>
</tbody>
</table>

11.15 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.

11.16 **Entire AGREEMENT/Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and VENDOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the VENDOR.

11.17 **Binding AGREEMENT.** The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Orange County Community College District</td>
<td>Company Name</td>
</tr>
</tbody>
</table>

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date) (Date)

(Taxpayer number)
Exhibit A

Product Pricing
RFQ & P Beverage Supply, Promotional Services
Saddleback College
Bid 2016
April 19, 2014

RFQ & P - Exhibit E

Scoring Matrix to be provided in upcoming Addendum No. 1