



## ACKNOWLEDGMENT OF RECEIPT

Description: Vending Machine Service

Bid/Proposal #: **RFP 2019-01**

Addendum # (s): \_\_\_\_\_

# Of Pages to follow: \_\_\_\_\_

Please provide the requested information below as acknowledgment that you have received our Request For Proposal noted above. It is **strongly recommended** that interested proposers complete this acknowledgment and return via Fax to CCCCD Purchasing at (928) 226-4105 or by mail.

Only by doing this, will we be able to provide notification of any addenda to this Bid/Proposal.

**Only firms returning completed acknowledgments will receive addenda to this Proposal.**

Proposals from firm's **not** acknowledging addenda's shall be considered incomplete and subject to disqualification.

Name of Firm: \_\_\_\_\_

Name / Title of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tel #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR PROPOSAL RFP #2019-01**

**VENDING MACHINE SERVICE**

**DUE DATE: April 25, 2018**

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**MISSION STATEMENT:** Coconino Community College District's mission is to promote student success through comprehensive learning opportunities for its community. The college provides access to educational opportunities for a diverse student population and promotes cultural, intellectual, physical and social development, and workforce training skills.

**1. INTRODUCTION - COCONINO COUNTY COMMUNITY COLLEGE**

A. Demographics

Coconino County Community College District (CCCCD), referred henceforth as the College District (or Buyer), is a comprehensive, multi-campus, public two-year college serving a population of approximately 120,000 dispersed over an area of approximately 18,600 square miles in northern Arizona. Founded in 1991, the College currently enrolls approximately 4,500 students per semester and continued growth in enrollments is projected. The College District has three campuses: two in Flagstaff and one in Page, with active satellite locations in Williams and the Grand Canyon.

B. Opportunity

Coconino Community College District (CCCD) is soliciting Proposals from companies that specialize in providing Vending Machine Services. The opportunity exists for a company to provide Vending Machine Services for the College's two Flagstaff campuses and one in Page.

**2. PURPOSE**

The College District is requesting Proposals and statements of qualifications from qualified companies, pursuant to A.R.S. § 41-2533/4, "Competitive Sealed Proposals," for review and consideration to provide vending machine service. The scope of services is outlined in the Appendix A, Specifications Section. The specifications contained within this document are intended only to provide proposers with sufficient information to prepare acceptable responses to the RFP.

**3. RFB/RFP SCHEDULE OF EVENTS**

The following is a tentative schedule of events relative to this contract: RFP #2019-01.

<u>Event</u>	<u>Date</u>
Issue RFP #2019-01	April 2, 2018
Public Bid Opening	April 25, 2018 @ 2:00 p.m., MST
Anticipated award date	May 23, 2018

*The above schedule of events is only tentative and may be subject to change.*

**4. BID/PROPOSAL SUBMISSION GUIDELINES**

To receive consideration, Proposals and statements of qualifications should include the following:

A. Company History, Qualifications

Bidders shall provide a brief (one to two pages) summary of the company's background and history and qualifications.

B. Company's Current/Previous Experience

Provide the three (3) present most recent / similar contracts and include:

1. Company or Institution Name
2. Location
3. Brief description of type of the services/products provided, quantities and other scope of services.
4. Dates of Services
5. Name of Contact and Telephone Number

C. Signatures

All documentation requiring signatures relative to this RFP may only be done by the company's owner or other authorized representative.

D. Submittal Criteria

Interested companies shall provide in a **sealed** envelope, package or other container, two (2) copies of the Proposal and statement of qualifications (both copies shall include original signatures), which shall be submitted no later than 2:00PM, MST, April 25, 2018:

Robert Sedillo, Director of Purchasing and Auxiliary Services  
Coconino Community College  
2800 S. Lone Tree Rd.  
Flagstaff, AZ 86001

Proposals must be clearly identified with the Proposal Name, proposer's name, address and phone number.

**FAXED OR LATE BID/PROPOSALS WILL NOT BE ACCEPTED!!!!**

- E. Right to Reject  
The College District may, at its discretion, reject any or all Proposals submitted in response to this Request for Proposals. Failure to return the Bid/Proposal documents as instructed could be cause for rejection. All Proposals must be completed in ink or typewritten, and contract award page must be signed and returned, along with the necessary Proposal documents, by the date and time cited above.
- F. Bid/Proposal Costs  
Costs incurred in preparation of the submittal, or incurred in any manner in response to this document are the responsibility of the proposer and may NOT be charged to the College District.
- G. Bid/Proposal Changes  
Erasures, interlineations or other modifications in the Proposal shall be initialed by the person signing the vendor offer.
- H. Proposer's Responsibility  
It is the responsibility of all proposers to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid/Bid/Proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- I. Proposal Non-commitment  
This RFP does not constitute a commitment by the College District to award a contract. The College District reserves the right to waive any formalities and to reject any or all Proposals and/or cancel the request for Proposals. The selection of the top company shall be based on merit and qualifications. The award shall be made on the Proposal that serves the best interest of the College District and may not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

**5. COCONINO COMMUNITY COLLEGE CONTACT**

Please direct all contract, Proposal or technical questions to Robert Sedillo, Director of Purchasing and Auxiliary Services, (928) 226-4283.

**6. SELECTION CRITERIA AND PROJECT INITIATION**

**Pricing shall not be the only determining factor for selection.** Once negotiations are finalized, the contractual agreement will be forwarded to the District Governing Board for approval, College District's President for final approval and signatures. New vending machines shall be placed at selected locations during the first week of July 2018.

**7. GENERAL CONTRACTUAL CONDITIONS**

- A. Required Provisions Deemed Inserted  
Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- B. Conflicts in the Contract  
In the event two (2) points of the contract conflict, the College District shall have sole, discretion as to which point shall control.
- C. Assignment of Contract  
No assignment by contractor of any funds to be received under the contract will be recognized unless such assignment has had the prior written approval of the College District, the surety has been given due notice of such assignment and such surety also has furnished written consent. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the

assignee under the assignment are subject to performance by the contractor of the contract and to claims or liens for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials".

D. Indemnity (including Patents, Copyrights, and Royalties)

Seller agrees to defend, indemnify, and hold harmless Buyer, its officers, employees, agents, and contractors from and against any and all claims, demands, losses, damages, costs, and expenses, including attorney's fees, arising out of the project contemplated by this contract. Seller will indemnify Buyer in cases of strict liability and regardless of any conduct, negligence or fault alleged against Buyer, it being the intention of the parties that Buyer be completely indemnified.

The contractor agrees that it will pay all royalties and license fees and shall indemnify and hold harmless the College District, its agents and employees against any claims, damages, judgments, or expenses resulting from a claim that any equipment or other material provided by the contractor under its Bid/Proposal and the contract documents infringes a copyright, patent, trademark or other proprietary right, or constitutes misuse of a trade secret or confidential information, and will defend, at its own expense, any suit or proceeding brought against the College District or its agents alleging such infringement or misuse. The College District shall promptly notify the contractor of any claim and shall cooperate with contractor in the defense of any such claim. The defense will be under the sole control of the contractor.

E. Unauthorized Obligations; Effect; Liability

Per Arizona Revised Statute § 35-154: "No person shall incur order or vote for the insurance of any obligation against the state or for any expenditure not authorized by an appropriation and an allotment. Any obligation incurred in contravention of this chapter shall not be binding upon the state and shall be null and void and incapable of ratification by any executive authority to give effect thereto against the state.

Every person incurring, ordering, or voting for the incurrence of such obligations, and his bondsman, shall be jointly and severally liable therefor. Every payment made in violation of the provisions of this chapter shall be deemed illegal, and every official authorizing or approving such payment, or taking part therein, and every person receiving such payment, or any part thereof, shall be jointly and severally liable to the state for the full amount so paid or received."

F. Liability to Third Parties

The contractor shall indemnify and hold harmless the College District, its agents and employees from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of the contractor's negligent acts or omissions, theft, vandalism, fire, floods, other natural occurrences.

G. Offer and Acceptance Period

Bid/Proposals are an irrevocable offer for ninety (90) days after the bid opening time and date.

H. Term of the Contract

The term of the resultant contract shall commence July 1, 2018 and shall remain in effect for no more than five (5) continuous years, based on one-year renewable options. The contract shall be considered automatically renewed annually, on the anniversary date of contract commencement, without the need for additional confirmation. In the event the agreement will not be extended or renewed, the College shall provide the company with not less than thirty (90) days written notice.

I. Contract Termination for Convenience

The Buyer may, by written notice to the Seller, terminate all or any part of this contract for the Buyer's convenience with thirty (30) days written notice. In the event Seller is terminated, Seller's entitlement shall be based on non-recurring costs not recovered, finished goods not yet delivered, work in process, and materials and inventories not usable on other projects, and shall be received by the Buyer within 30 days of the effective date of termination. The Buyer shall have the option to verify supporting detail and records of such Bid/Proposals and negotiate an equitable adjustment. No amount for anticipated profit on work not performed will be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Seller for the unterminated portion of this Contract exceed the contract's total price.

Any termination shall not affect either party's obligations as to any unterminated portions of the Contract. Upon receipt of a termination notice, Seller shall stop work to the extent specified in the notice and take such other action as may be necessary or as buyer shall direct to minimize the cost of termination to the Seller. In addition, Seller shall take such actions as may be necessary or as Buyer may direct for the transfer, protection, or preservation of property and other rights that become Buyer's as a result of termination. Seller shall promptly refund buyer any payments in excess of the sum of payments due for (1) accepted goods, (b) the unterminated portion of the contract, and (c) termination charges hereunder.

- J. Licenses  
The selected company shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.
- K. Acceptance / Definitions  
Any purchase order or contract issued as a result of this RFQ/RFB/RFP expressly limits acceptance to the terms and conditions stated herein, the specifications hereto, and any additional terms and conditions incorporated into and attached hereto, and supersedes all preprinted or other terms and conditions of any purchase order or acknowledgment submitted by Seller concurrently with or pursuant to the purchase order/contract. Any additional or different terms proposed by the Seller are rejected unless specifically accepted in writing by Buyer.
- Any purchase order or contract issued as a result of this RFB/RFP/RFQ becomes a binding contract subject to the terms and conditions set forth and incorporated herein when accepted by acknowledgment or by Seller's performance.
- The purchase order or contract constitutes the complete and final agreement of the parties and supersedes all prior or contemporaneous agreements, discussions, or representation not otherwise expressly stated herein. No other terms and conditions or modifications and changes to the purchase order shall be binding upon Buyer unless agreed to in writing by Buyer.
- "Buyer" means the entity issuing purchase orders/contracts for goods or services, in this case, Coconino Community College District.
- "Seller" means the person, firm, or corporation, from which the Buyer is purchasing goods or services, or some combination thereof.
- L. Delivery – Time is of the Essence  
Deliveries are to be made in quantities and at times specified herein. If Seller's deliveries shall fail to meet schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess costs incurred thereby shall be debited to Seller's account.
- Buyer may, in accordance with paragraph 8.E, "Cancellation for Default," terminate all or part of this Order in the event Seller fails to deliver Goods as required herein.
- Buyer shall not be liable to Seller's commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule.
- Delivery in accordance with specifications does not constitute acceptance by Buyer under this order. Risk of loss of goods shall be Seller's prior to passage of title and Buyer's after passage of title.
- M. Inspection  
Buyer shall have the right to inspect and test, or witness testing of, Goods at any time prior to shipment, and within a reasonable time after arrival at the ultimate destination. Goods shall not be deemed acceptable until after final inspection.
- The making or failure to make any inspection of or payment for or acceptance of Goods shall in no way impair Buyer's right to reject nonconforming Goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality, or the ease of the discovery.
- N. Invoice Payment  
Buyer shall pay Seller's invoices for all charges incurred which are at the agreed rate set forth within thirty (30) days after receipt of the invoice. The minimum pay period to be invoiced is every two (2) weeks, unless specifically excluded. All invoices must be accompanied by supporting documentation.
- O. Shipping Terms  
Shipping Terms are F.O.B. Destination, Freight Prepaid and Allowed, Inside Delivery.
- P. Warranty  
Seller shall provide all Goods and perform all Services hereunder to the satisfaction of the Buyer during the term of any purchase order or contract resulting from this RFQ/RFB/RFP.

Seller warrants that its performance of the services and goods provided by Seller under any purchase order or contract resulting from this RFQ/RFB/RFP shall comply with all applicable laws, standards, and regulations, whether governmental or industrial, in effect on the date of delivery or known in the industry to become effective after such date.

The Seller warrants to the Buyer that all materials and equipment furnished under any purchase order or contract resulting from this RFQ/RFB/RFP will be new unless otherwise specified, free from defects in material and workmanship (including damage due to unsatisfactory packaging by Seller), and shall be in compliance with Buyer's specifications, drawings, and samples.

All goods furnished hereunder shall be merchantable, suitable for their intended use, and to the extent such Goods are not manufactured pursuant to detailed designs furnished by Buyer, free from defects in design.

All services shall be performed in a professional and workmanlike manner consistent with best industry practices and in accordance with the RFQ/RFB/RFP attached and made part of hereof.

All Services not conforming to these requirements, including substitutions not properly approved and authorized by the Buyer, may be considered defective and not in accordance with the specifications contained herein. If required by the Buyer, the Seller shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided under any purchase order or contract issued as a result of this RFQ/RFB/RFP.

The period of this warranty shall be twelve months after delivery to Buyer or for such longer period as may be offered by Seller or Seller's suppliers. Notice of defect except latent defect or one concealed by Fraud may be given to Seller at any time within the warranty period, and Seller shall, at Buyer's option, promptly repair or replace defective goods at its own expense.

The warranties of Seller and remedies of Buyer shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to Buyer, its successors, assigns, customers, and users of its products.

Seller represents and warrants to the Buyer that in performing services, the Seller will not be in breach of any agreement with a third party.

Q. Ownership of Property

Unless otherwise agreed in writing, any tangible property including, but not limited to, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, and all other equipment or material furnished to Seller by Buyer, or developed in performance of Buyer's purchase order, are the property of the Buyer.

Seller shall not substitute any property for Buyer's property except in filling Buyer's purchase order or as otherwise directed by Buyer. Such property while in the Seller's care, custody, or control shall be maintained in good condition at Seller's expense and risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to the Buyer.

R. Insurance

The selected company will be required to secure and maintain throughout the term of this agreement, the following list of insurance coverage:

- 1) **Comprehensive General Liability Insurance** with coverage of at least \$1,000,000 per occurrence. Equipment hired, leased and owned shall be covered. Coconino Community College and Coconino Community College Foundation agents, representatives and employees are to be named as additional insured.
- 2) **Worker's Compensation Insurance** with coverage as required by the State of Arizona of Workers Compensation Statutes.
- 3) **Comprehensive Automobile Liability Insurance** including schedules, hired, owned and non-owned autos of \$1,000,000 combined single limit listing. Coconino Community College and Coconino Community College Foundation agents, representatives and employees as additional insured.



## 8. OTHER CONTRACTUAL ISSUES

### A. Procedure

Either party may issue requests for changes in the contract. Such request shall be in writing, if accepted in writing by both parties, shall be executed as a change to the contract, which will thereby be amended to the extent of the change. When, in the judgment of the College District, a need for immediate action exists, the contractor may be directed to proceed on a time and materials basis with the proposed change. However, such action must be followed up and documented in writing.

### B. Specification Clarifications

If the contractor believes that any clarification in fact constitutes a change to the contract, they shall so notify the College District in writing, identifying all associated changes to the contract.

### C. Justification of Errors

No pleas as to acts, orders or supervision of the College District (or any other person) shall be admitted in justification of any errors or departure from terms of the contract unless specifically permitted in writing.

### D. Right Under Breach of Contract

In the event any provision of the contract is violated, the College District may serve notice on the contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) calendar working days after serving such notice, such violation shall cease and satisfactory arrangements for correction be made, the College District may suspend the contractor's right to proceed or the College District may terminate the contract.

### E. Contract Cancellation for Default

The College District reserves the right to cancel the whole or any part of the contract due to failure of the contractor to carry out any term, promise or condition of the contract. The College District will issue upon not less than ten (10 days' written notice of default to the contract for acting or failing to act as in any other following:

- 1) In the opinion of the College District, the contractor does not meet the requirements of the contract;
- 2) In the opinion of the College District, the contractor fails to perform adequately the services required in the contract;
- 3) In the opinion of the College District, the contract attempts to impose on the services, which is not acceptable to the College District;
- 4) The contractor fails to complete the required work or provide the required services, which is not acceptable to the College District;
- 5) In the opinion of the College District; the contractor fails to make progress in the performance of the requirements of the contract and/or gives the College District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The College may resort to any single or combination of the following remedies:

- 1) Cancel any contract for any of the above stated reasons;
- 2) Reserve all rights or claims to damage for breach of any covenants of the contract;
- 3) Perform any test or analysis on materials to confirm conformance in all respects to the specifications of the contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the contractor;
- 4) In case of default, the College District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The College District may recover any actual excess costs by:
  - a) Deduction from an unpaid balance;
  - b) Collection against the bid and/or performance bond, or;
  - c) Any combination of the aforementioned remedies or any other remedies as provided by law.

### F. Suspension

In exercising the College District's right to secure completion of the work under any of the provisions hereof, the College District shall have the right to exercise sole discretion as to the manner, methods and reasonableness of costs of fulfilling the contract. The rights of the College District to suspend or terminate as herein provided shall be cumulative, not exclusive, and shall be in addition to any other remedy provided by law.

- G. Arbitration of Contract  
If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by both parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by BINDING arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Said binding arbitration shall be conducted in the Coconino County, State of Arizona
- H. Advertising  
No mention shall be made in any advertising or articles in any publication relating to this arrangement without the approval of the copy and written permission of the College District.
- I. Confidentiality of Records  
The contracted company shall establish and maintain procedures and controls that are acceptable to the College District for the purpose of assuring that no information contained in its records or obtained from the College District or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the College District. The contracted company also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as need for the performance of duties under the contract, unless otherwise agreed to in writing by the College District.
- J. Equal Opportunity Institution  
The College District is an affirmative action, equal opportunity organization and is committed to providing equal employment opportunity and complies with applicable federal, state, and local laws, statutes, orders and regulations prohibiting discrimination on the basis of race, color, religion, sex, age, national or ethnic origin, veteran status, or non-job related handicap.
- K. Status of Seller as Independent Contractor  
All of Seller's employees furnishing services to the Buyer shall be deemed employees solely of Seller and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the buyer. Vendor shall perform all services as an **Independent Contractor** and shall discharge all its liabilities as such. The Buyer will not make any tax or other withholdings from the compensation paid to the Seller. No acts performed or representations, whether oral or written, made by Seller, with respect to third parties, shall be binding on the Buyer.
- L. Assignment of Agreement  
This agreement shall not be assigned to other parties without the written permission of both College District and the contractor.
- M. Due Diligence / Force Majeure  
Performance of any purchase order or contract resulting from this RFQ/RFB/RFP by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control.

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Contractor will not be liable for failure to perform or for delay in performance under this agreement due to any cause beyond its reasonable control, including, but not limited to, an act of any governmental authority or of the customer, riot, sabotage, embargo, injunction-intervention acts, labor disputes, lockouts, fire, tornado, flood or other similar occurrences beyond the reasonable application. In the event of a failure to perform or delay in performance due to any of the foregoing causes, when the time for completion of the services will be extended by a period of the time reasonably necessary to overcome the effect of such delay. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the

nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

N. Obligations of the College District

The College District grants the contractor and agrees to aid the contractor in obtaining full access to the premises of the College District in connection with the contractor's performance of its obligations under this agreement. Additionally, the College District agrees to provide and maintain such environmental and other specifications as identified.

O. Severability

In the event of the legal invalidity of any provision of this agreement, the parties agree that such legal invalidity shall not affect the validity of the remaining provisions of this agreement, and the contractor and the College District agree to substitute a valid provision, which closely approximates the economic effect and intent of any invalid provision.

P. Contractual Commitment

This Bid/Proposal may become the contract between the parties at the discretion of the College District. If it is decided that this Bid/Proposal is to become the contract, it may not be waived, altered or modified except by written agreement of the parties.

Q. Compliance with Non-Discrimination Laws

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Both parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. subsections 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

R. Recognized Agents

No agent, employee or representative of the contractor has any authority to bind the contractor to any affirmation, representation or warranty, and unless such is specifically included within this agreement, it shall not be enforceable by the College District.

S. Contract Binding

The contractor and the College District each represent that they have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party.

T. Remedies and Applicable Laws

The provision of this Agreement shall be governed and construed under the laws of the State of Arizona. The parties consent to the exclusive jurisdiction and venue of the courts located in Coconino County, Arizona.

U. Public Record

All Bid/Proposals submitted in response to this Request shall become the property of the College District and will become a matter of public record available for review subsequent to the award notification as provided by A.R.S. § 39-121. Further, A.R.S. § 35-214 requires that all contracts for the furnishing of goods, equipment, labor, materials or services to the state include a clause to the following effect: "All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. Such records shall be produced at such state offices as designated by the state in the contract."

V. Small, Small Disadvantaged, Minority Owned and Women Owned Businesses

The College District, being an Equal Opportunity/Affirmative Action Institution, is committed to the development of Small, Small Disadvantaged, Minority Owned and Women Owned businesses. Should subcontracting be required during the performance of this contract, the contractor shall make every effort to ensure equal opportunity for securing the services of these type businesses.

W. E- Verification of Employment Eligibility

As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the College. The College retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the Contractor or any subcontractor or sub-contractor as specified in this paragraph.

X. Conflict of Interest

This contract may be canceled for conflict of interest by the College District in accordance with Arizona Revised Statutes Section 38-511.

Y. Participation in Boycott of Israel

Pursuant to Arizona Revised Statute §35-393 and §35-393.01, Zoom certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel

**Coconino County Community College District**  
Flagstaff Campus

**VENDING MACHINE SERVICE**

**NON-COLLUSION AFFIDAVIT FORM**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

The persons, corporation, or company who makes the accompanying Bid/Proposal, having first been duly sworn, deposes and says:

That such Bid/Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Signature of Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

My commission expires:

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT  
Administrative Support  
2800 S. Lone Tree Rd.  
Flagstaff, AZ 86001

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OFFER AND CONTRACT - AWARD  
SOLICITATION NO: RFP 2019-01

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**OFFER**

TO COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

The Undersigned hereby offers and agrees to furnish the service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with A.R.S. 41-2534.

Arizona Transaction (Sales) Privilege

For clarification of this offer, contact:

Tax License No.: \_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer No.: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Person Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

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**ACCEPTANCE OF OFFER AND CONTRACT AWARD**

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Your offer is hereby accepted.

The contractor is now bound to provide services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by Coconino County Community College District.

This contract shall henceforth be referred to as Contract No. 2019-01. The proposer is hereby cautioned not to provide service under this contract until proposer receives an executed contract release document.

**Coconino County Community College District**

APPROVED:

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
College District's authorized contract authority

# **Coconino Community College**

**RFP 2019-01**

**“VENDING MACHINE SERVICE”**

## **Appendix A**

## Evaluation Criteria:

The award of the contract to the successful bidder will be predicated on the proposal most advantageous to Coconino Community College District, in the sole opinion of the College District. The College is not bound and will not accept any proposal based on pricing alone, but will make an award based on the following evaluation criteria and point schedule:

Proposals shall be evaluated on the following basis:		<u>Points</u>
A.	Demonstrated management expertise in this particular field:	10
	1. Proposer's experience with similar/like projects.	
	2. Client References.	
	3. Qualifications of subcontractors, if applicable.	
B.	Pricing:	35
	1. Product pricing	
	2. Commissions, minimum annual guarantee	
C.	Service:	45
	1. Ability to provide service to all three campuses	
	2. Quality of service, frequency of product replenishment and out of date replacement	
	3. Brand recognition	
	4. Response time for repairs	
	5. Selection of products	
D.	Value Added Services Offered	10

It shall be the College's intent to select the Proposal, which appears to be the most favorable in all respects, including price, scope, and availability of services offered. Once negotiations are finalized, the contractual agreement will be forwarded to the College District's President for final approval and signatures. The College will then forward one of the two originals to the selected company.

It is the opinion of the College that will determine the final award. It will be made to the contractor that best meets the above factors and will assure adequate service to the College.

Proposers are instructed to submit their "best offer". Consideration by the College will be based on the material submitted without negotiation. However, the College will retain the right to negotiate with the finalist.



**LOCATION AND MACHINE TYPE**

<b><u>Location</u></b>	<b><u>Machine Type</u></b>
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**CCC - 4<sup>th</sup> Street**

Administration	Beverage – Can
Administration	Snack – Candy/Snack
Lounge	Beverage – Bev Max
Lounge	Beverage – 20 oz. Bottle
Lounge	Snack – Candy/Snack

**CCC – Lone Tree**

Food Court	Beverage – Bev Max
Food Court	Beverage – 20 oz. Bottle
Food Court	Hello Goodness
Food Court	Food – Frozen Food
Food Court	Snack – Candy/Snack
Bldg. 5	Beverage – 20 oz. Bottle
Bldg. 5	Beverage - Bev Max
Bldg. 5	Snacks - Candy/Snack
Bldg. 5	6 Wide Snack
Computer Lab Wing	Beverage – 20 oz. Bottle

**CCC – Page**

Page	Beverage – Bev Max
Page	Snack – Candy/Snack

**Equipment, service and maintenance information to be included:**

- 1) List the vending machines to be installed; stating the manufacturer, make, model, style, pictures and specifications for each type of equipment.
- 2) Does your company promote and/or distribute a particular type of cola brand? If so, which brand? Are other brands available?
- 3) Proposed project schedule to install equipment.
- 4) Response time for repairs.
- 5) Frequency of product replenishment and out of date replacements.
- 6) Do you require any special electrical needs? If so, what?
- 7) Describe the method used to record, check and report revenues and collections.

- 8) Describe value added services if offered i.e. scholarships, contributions to the college foundation fund, promotional items.
- 9) Does your company offer an annual minimum guaranteed amount to the College?
- 10) Does your company participate in recycling programs for aluminum and plastic containers? If so, describe you program including any incentives.

**PROPOSED PRICING**

Product	Proposed Price	Proposed Commission %	Proposed Brand(s)	Proposed Wt. / Size
Soft Drinks, 12 oz.				
Soft Drinks, 20 oz.				
Juice, 16 oz.				
V-8 11.5 oz.				
Snapple, Juices, other				
Candy Bars, Reese's, etc.				
Cookies				
Pastries, Muffins				
Chips, Crackers				
Gum, Mints, Small Candies				
Sobe 20 oz.				
Energy Drink 16 oz.				
Frappaccino 9.5 oz.				
Iced Coffee				
Bottled Water				
Hot Pockets				
Burritos				
Hamburgers				
Sandwiches				
Canned Fruit				
Canned Meals				
Ice Cream Bars				

**Please list all other items proposed, not included above**