COLTON JOINT UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No. 25-029CA

Date Posted: June 25, 2025

The Colton Joint Unified School District (CJUSD) is soliciting sealed proposals for **Beverage Vending Machines, Product and Service** under **RFP No. 25-029CA**. Proposals must be delivered to the CJUSD Purchasing Department no later than:

Friday, July 12, 2025, by 2:00 P.M. (PST)
Address for Submission:
CJUSD Purchasing Department
1212 Valencia Dr.
Colton, CA 92324

Please ensure your proposal is submitted in a **sealed envelope** clearly marked with the required documents identified in the RFP; bearing the name of the proposer, RFP number, date and hour specified for public opening. **Electronic proposals will not be accepted.**

All questions or requests for clarification must be submitted in writing to carolina_araujo@cjusd.net no later than Tuesday, July 2, 2025 at 11:00 a.m.

Thank you for your interest in working with the Colton Joint Unified School District.

Sincerely,

Carol Araujo
Carol Araujo
Senior Buyer
(909) 580-6674

COLTON JOINT UNIFIED SCHOOL DISTRICT

RFP NO. 25-029CA
BEVERAGE VENDING MACHINES, PRODUCT AND SERVICE

RFP DOCUMENTS

LIST OF CONTENTS

****These documents must be submitted with your proposal***

COLTON JOINT UNIFIED SCHOOL DISTRICT
GENERAL INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING PROPOSALS:** Each proposal must be received in the Purchasing Department, Colton Joint Unified School District 1212 Valencia Dr., Colton Ca, 92324 Att: Purchasing by the time prescribed in the RFP. Each proposal shall be in a sealed envelope, bearing the name of the proposer, RFP number, date, and hour specified for public opening. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened. Proposals received via email or fax will not be accepted.

   Before submitting a proposal, proposers shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all exiting conditions and limitations and shall insure that all costs are reflected in the proposal. No allowance will be made because of lack of such examination or knowledge.

2. **RESPONSIBILITY:** All proposals shall be signed with the firm name and by a responsible officer or employee.

3. **ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS**: All prices and notations shall be typewritten or in ink. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in proposal prices, words shall control figures. In the event the District determines that any proposal is unintelligible, inconsistent, or ambiguous, District may reject such proposal as not being responsive. Proposers shall verify their proposals before submission, as proposals cannot be corrected after the bid opening.

4. **MODIFICATIONS:** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modification of the bid form or other bid documents, including the Sample Contract, Addenda, General and Supplementary Conditions, etc., which is not specifically called for in these bid documents may result in District's rejection of bid as not being responsive to this invitation to bid. No oral, telephonic, telegraphic, or facsimile bids or modifications will be considered.

5. **SIGNATURE**: The bid form, all bonds, the Contractor's Certificates, the Agreement, and all documents included in bid documents to be submitted with bid must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Any bid submitted without a signature will be deemed non-responsive and will be rejected.

6. **FAILURE TO PROVIDE REQUESTED INFORMATION:** Failure of a proposer to provide any required documentation or information requested in this package may result in the rejection of their proposal.

7. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this RFP must be received within five (5) calendar days after receipt of a written notice of

   the District's intent to award a contract. The District shall not be obligated to consider protest received after the above-specified deadline. All protests must be in writing and submitted to the Director of Purchasing at Colton Joint Unified School District.

8. **INTERPRETATIONS OF RFP DOCUMENTS:** All interpretations of the RFP documents shall be made only by written addendum. The District shall not be responsible for any other explanation or interpretation of the RFP document. Any addenda issued by the District shall be made a part of the contract. It is the sole responsibility of the proposer to ensure all addenda are accounted for in the bid prior to submission.

9. **LAWS:** All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on services provided in this RFP shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This RFP is governed by and construed in accordance with the laws of the State of California.

   Each and every provision of law and clause required by law to be inserted in this RFP shall be deemed to be inserted herein and the RFP 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 application of either party, the RFP shall forthwith be physically amended to make such insertion or correction.

10. **COMMUNICATION OF AWARD:** Proposal award made by the Board of Education shall not become binding upon the District until communication, in writing, to the successful proposer.

11. **NON-COLLUSION DECLARATION:** A signed Non-collusion Declaration must be returned with the Proposal. Proposals received without a signed Non-collusion Declaration cannot be accepted.

COLTON JOINT UNIFIED SCHOOL

DISTRICT RFP NO. 25-029CA
BEVERAGE VENDING MACHINES, PRODUCT AND SERVICE

RFP INSTRUCTIONS

Colton Joint Unified School (District) would like to enter into a mutually beneficial relationship between the District school sites and the business community. It is the District's goal to achieve additional revenue to support school programs in a manner that will limit the commercial exposure associated with this program.

This Request for Proposals (RFP) is for the installation, operation, servicing, and maintaining of on-site beverage dispensing equipment and beverage product for school sites within the District. The contractor must comply with the District Wellness Policy (*Attachment "A"*).

Nutrient Analysis: For any product proposed that is not listed as approved, proposal must include a complete nutrient analysis for each item; and must contain the basic ingredients (non-proprietary), e.g. sugar content, nutrition value, caffeine content, and dyeing properties.

Contractor must have acceptable experience in installing, operating, servicing, and maintaining beverage dispensing equipment and product. Acceptability will be at the sole discretion of the District.

The District shall not be required to furnish any storage space for product.

Semi-Exclusivity: The contractor shall have the right to install beverage dispensing equipment throughout campuses in a number of locations, as determined by the school site representative(s). Sites may choose to delete some existing equipment or opt out of service entirely.

Term: The term of the contract will be five (5) years from the date of award of contract by the District.

Installation and Title of Equipment: Installation of equipment shall be at the contractor's sole expense. Contractor shall have the right to place trademark advertisement on all sides of the equipment. Contractor shall retain title to all equipment.

Both parties shall mutually agree upon all beverage product, with attention given to all restrictions noted herein.

Pricing: All pricing to individual consumers shall be at the current market price for the same or similar product sold in the same or similar fashion, and price shall be mutually agreed upon between contractor and school site representative(s). All pricing shall be guaranteed for the term of the contract, unless contractor requests an increase, which shall be mutually agreed upon between contractor and school site representative(s). Price increases shall not exceed the Consumer Price Index, with a maximum increase of five percent (5%).

Consideration/Sponsorship Fee: In consideration of the right granted to the contractor, the contractor may pay the school site(s) an annual sponsorship fee. This fee shall be paid annually, commencing thirty (30) days from the date contract is signed by both parties, and each year thereafter until the term of the contract has expired or until the contract has been terminated pursuant to the termination clause notes herein. All sponsorship checks shall be sent directly to each school site at

the beginning of each contract year. Separate checks shall be issued to each school site.

Commission: Commission shall be a percentage of the gross sales for all product sold through the vending equipment located at each school site during the term of the contract. All commission shall be a flat percentage of gross sales calculated as follows: ***Cash collected x ____% = commission due***

All commission checks shall be sent to the school site on a monthly basis. A separate check shall be issued to each school site participating in a commission program. Contractor shall provide school site with an itemized receipt for all product sold at the time commission check is issued. Contractor is subject to random audit by the school site and must have all records available, to include, but not be limited to, sales, consideration and commission.

Additional Consideration: The contractor is encouraged to provide product donations/benefits to school sites, however, donations/benefits may not be considered in the evaluation process for award of a contract.

Please indicate here what additional donations/benefits would be provided: (if this section is filled in, please submit this page with Proposal Form or submit a separate sheet with proposal):

_____

_____

_____

Negotiation/Award: The District reserves the right to negotiate with each vendor that presents a proposal. All such negotiations shall be held in strictest confidence during the negotiation process. It is the intent of the District to award a contract to the most responsive responsible contractor that provides the best possible benefit to the school sites. It is the desire of the District to award on a ALL OR NONE BASIS to a single contractor meeting all terms and specifications of this Request for Proposals, based on product pricing, quality of product, service, delivery requirements, promotions, commissions and sponsorship cash.

The District reserves the right to award a contract in any manner deemed most advantageous to the District.

Equipment and Service: The contractor shall place vending equipment in locations based upon a survey of the campus, campus needs, replacement of any existing equipment, and upon mutual agreement of both the contractor and school site representative(s). Sites may choose to delete some equipment or opt out of service entirely. A list of sites is attached (*Attachment "B"*). Equipment located outside at high school sites may require a cage be placed around them.

During the term of the contract, and at no cost to school sites or the District, the contractor will service and stock all equipment placed at school sites, pursuant to agreement of contractor and school site representative(s). Contractor and its subsidiaries shall retain ownership and title to all equipment.

Equipment may not be removed or relocated from or around school sites without the written consent of the contractor and upon agreement of the school site representative(s). Upon final expiration or termination of the contract, the contractor shall remove all equipment at no expense to the school site or District. Contractor shall complete the task of removing equipment within fifteen (15) calendar days after written notification is given to the contractor.

All service to equipment shall be provided during regular school hours and contractor shall not be

required to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of the contractor.

Any lock down of equipment prior to holidays must be scheduled with school site representative(s) PRIOR to lock down.

Contractor shall respond to all issues the school site may have regarding equipment within forty-eight (48) hours of the initial communication and during regular school hours. Contractor shall be responsible for all repair/replacement costs and said repair/replacement shall take place within five (5) days of notification. In the event of vandalism, both parties shall mutually agree on the relocation or removal of equipment or the providing of a lock down device to prevent future vandalism. These remedies shall be provided at no cost to school sites or District.

Vending Miser or equal: Contractor shall provide the "Vending Miser" or equal plug-in device for all equipment; or prove that equipment provides similar energy savings.

Product Stocking: Contractor shall provide product to the machines on a schedule agreed upon by school site representative(s). Equipment is to be always stocked. "Always stocked" is defined as at least one (1) item of each selection available at all times. Contractor shall respond to all stocking issues and provide replacement product within forty-eight (48) hours and during regular school hours. The specific locations of machines and the items to be stocked shall be determined at the sole discretion of the District and may be modified at any time upon notice to the Contractor. Items stocked in student accessible areas must meet the District's nutritional standards and comply with all applicable federal, state, and local regulations governing food and beverage sales in schools, including but not limited to the USDA Smart Snacks in School guidelines. The District Wellness Policy does not apply to machines accessible to staff only.

The school site/District will permit the contractor and its employees to enter school sites for purposes of servicing and stocking equipment during regular school hours. Contractor shall not drive on school campus at any time, except for designated parking lots. All personnel of the contractor must check in at the school site office prior to servicing equipment.

Taxes: Contractor shall be responsible for payment of taxes on all product sales. Contractor is responsible for all taxes payable related to sales income.

Representations, Warranties, Covenants: Each party hereto represents to the other that:

1. It has full power and authority to enter into a contract and to grant and convey the rights set forth herein;
2. All necessary approvals for execution, delivery and performance of a contract have been obtained and the contract will be duly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and nothing contained in said contract violates, interferes with, or infringes upon the rights of any third party.
3. The signatory on the contract is duly authorized and empowered to bind the party to the terms and conditions in said contract and its performance hereunder.
4. They have complied with all applicable laws, ordinances, codes, rules and regulations relating to entering into a contract and its performance hereunder.

Each of the parties hereto agrees that:

1. The representations, warranties and covenants contained herein shall survive the execution and delivery of the contract, and;
2. Except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

Indemnification: Contractor will indemnify and hold the school site and District harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses, and penalties, including reasonable attorney's fees, arising out of:

1. Its breach of any material term or condition of the contract.
2. Product liability suits resulting from the use or consumption of contractor's product.
3. The negligence or willful misconduct of the contractor or their employees.

The District shall indemnify and hold harmless the contractor and its subsidiaries, affiliates, or assigns from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties, including any reasonable attorney's fees, arising out of:

1. Its breach of any material term or condition of the contract.
2. The negligence or willful misconduct of the District or its employees.

Breach of Contract: If any of the material terms of the contract are terminated, violated, prohibited or limited during the term of the contract for any reason by either party, with the exception of final judicial opinion and imposition or modification of any local, state or federal laws and/or regulations, whether or not due to a cause beyond the reasonable control of either party, then violated party shall provide written notice of such an event and respondent shall have a thirty (30) day period within which to cure such breach. Should party fail to cure such breach within the thirty (30) day period, the contractor, upon mutual agreement of school site representative(s), may substitute other of its products in an attempt to enhance the volume.

Termination of Contract: Either party may terminate the contract, in its entirety, if:

1. Order for relief has been entered with respect to any applicable bankruptcy, insolvency, or other similar law now or hereinafter in effect.
   or
2. A party has filed for reorganization, become insolvent or had a receiver or other officer having similar powers over it appointed for its affairs, by any court of competent jurisdiction, whether or not with their consent.

Termination for Convenience: School site(s) may terminate contract for convenience in whole or in part if it determines such termination to be in the best interest of the school site. The termination shall be effective upon thirty (30) days written notice to the contractor and the school site shall be liable only for reimbursement of that percentage of the consideration/sponsorship fee for the remainder of the contract term following the termination date. The school site shall receive all commission for all beverages sold prior and up to the date of termination.

Notices: Any notices or other communication hereunder shall be in writing and shall be deemed given when received.

Relationship of Parties: The school site representative(s) and the contractor are acting herein as independent contractors and employers and nothing herein shall create or be construed as creating a partnership, joint venture, or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

Confidentiality: Except s otherwise required by law or the rules and regulations of any national securities exchange or the rule or regulations of the District, the school site and the contractor agree not to disclose any non-public, confidential, or proprietary information to any third party other than to their respective directors, officers, employees, agents, and advisors, as needed.

Governing Law: The Agreement shall be governed by and construed in accordance with the laws of the State of California, County of San Bernardino.

If any provision of the Agreement shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this agreement.

Public Liability and Property Damage Insurance: Contractor shall, at Contractor's expense, provide for and maintain in force and effect, from the commencement of services until expiration of the Contract, a policy or policies of insurance covering Contractor's services, and furnish the District with a certificate of insurance evidencing all coverage and endorsements required hereunder naming Colton Joint Unified School District as additional insured:

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than:	$1,000,000.00
and Subject to the same limit for each person on account of one accident, in an amount not less than:	$1,000,000.00
Broad Form Property Damage Insurance in an amount not less than:	$1,000,000.00
Contractual Liability Insurance in an amount not less than:	$1,000,000.00
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, and hired vehicles with combined bodily injury and property damage in an amount not less than:	$1,000,000.00
Product & Completed Operations Liability in an amount not less than:	$1,000,000.00
Statutory Workers' Compensation Insurance in accordance with Section 3700 and 3800 of the Labor Code of the State of California	$1,000,000.00

An endorsement to said policy(s) naming the District as an additional insured while rendering services under this Contract.

A thirty (30) day written notice to the District of cancellation or reduction in coverage must be provided.

Force Majeure: If the performance by either party hereto of its respective nonmonetary obligations under this agreement is delayed or prevented in whole or in part by acts of God, fire, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or Taken by any federal, state, or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence (Force Majeure Period) without liability of any kind, and contractor shall proportionately reduce the then current consideration/sponsorship fee and commissions for the duration of the Force Majeure period.

Entire Agreement: This document and RFP Form is a complete and exclusive statement of the terms thereof sand supersedes al prior negotiations, representations, and agreements and in representation, understandings, or agreements have been made or relied upon in the making of this proposed agreement. No modification or waiver of any of the terms and conditions of this proposed agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

Assignment: Neither party may subcontract or assign its rights or obligations under this proposed agreement to any other entity or person without the express written consent o the other.

Restrictions: Contractors may not enter into any advertising or sponsorship agreements that involve school campuses without prior approval of school site administrator. When seeking revenue enhancements, there will be no interference with current school/District advertising and marketing programs including, but not limited to, yearbook advertising and cafeteria contracts.

The following restrictions will be in place when seeking revenue enhancements. Revenue enhancements will not:

1. Promote hostility, disorder or violence.
2. Attack ethnic, racial or religious groups.
3. Discriminate, demean, harass or ridicule any person or group of persons on the basis of gender.
4. Be libelous.
5. Inhibit the functioning of the school/District.
6. Override the school/District identity.
7. Promote, favor, or oppose the candidacy of any candidate for election, adoption of any bond/budget issues or any public questions submitted at any general, county, municipal, or school election.
8. Contain obscene or pornographic demonstrations as defined by prevailing community standards throughout the District.
9. Promote the use of drugs, alcohol, tobacco, vaping, firearms, or certain products that create community concern.
10. Promote any religious or political organization.
11. Use any District or school logo without prior written approval.
12. Use any school bulletin boards without prior written approval.

Drug Free Sites: All sites within the Colton Joint Unified School District are drug free and no drugs are allowed. Including, but not limited to, smoking, chewing, vaping.

BEVERAGE VENDING MACHINE, PRODUCT AND SERVICE AGREEMENT

AGREEMENT

This Agreement, made the ____day of _____, 2025, in the County of San Bernardino, State of California, by and between COLTON JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", and _____, hereinafter referred to as "Contractor".

WITNESSETH that the District and Contractor, for the considerations stated herein, agree as follows:

This Agreement is for the installation, operation, servicing and maintaining of on-site beverage dispensing equipment and beverage product for various sites within the District. Sites will be phased in as existing contracts expire (if any exist).

1. **Exclusivity**: The Contractor shall have the exclusive right to install their beverage dispensing equipment throughout campuses in a number and location as determined by individual school site representative(s); with the exception of existing vending equipment that provides beverages that are not provided by the Contractor.

2. **Term**: The initial of this contract shall be for five (5) years, unless terminated prior to expiration of term.

3. **Installation and Title of Equipment**: Installation of the beverage dispensing equipment shall be at Contractor's sole expense. Contractor shall have the right to place trademark advertisements on all sides of the equipment only. Contractor shall retain title to all equipment. Both contracting parties shall mutually agree upon all beverage vending product with attention given to all restrictions noted herein.

4. **Pricing**: All pricing shall be guaranteed for the term of the contract.
   - Consideration/Sponsorship Fee: Contractor shall pay school sites commission on full service beverage vending sales based on the following rates and vend prices:

Check if available	Commission *each*	Vend Price *each*	Commission Amount *each*
_____Water (20 oz)	_____%	$_____	$_____
_____100% Juice (10 oz)	_____%	$_____	$_____
_____Soda (cans)	_____%	$_____	$_____
_____Sports Drink	_____%	$_____	$_____
_____Other	_____%	$_____	$_____

Commission is based upon cash collected, after deducting taxes, recycling fees, state-mandated deposits and associated handling fees, and debit card fees (if any), on all vending machines serviced by Contractor. Commission will be paid on the 1st of each month following the month in which they are earned, with an accounting of all sales and monies in a form satisfactory to District/School Site, and shall become the property of the District/School Site.

- Other Considerations: Contractor shall provide the following to the District, so long as the

District is otherwise in compliance with this Agreement.

5. **Equipment and Services**: The Contractor shall place vending machines in locations based upon a survey of the campus, campus needs, replacement of any existing equipment, and upon mutual agreement of both the Contractor and the school site representative(s).

- During the term of this Agreement, and at no cost to the District/School Site, the Contractor will service and stock all equipment installed by the Contractor. Contractor and its subsidiaries shall retain ownership of and title to all equipment installed by the Contractor.
- Equipment may not be removed or relocated from or around the campus without the written consent of the Contractor and upon mutual agreement. Upon final expiration or termination of this Agreement, the Contractor shall remove all equipment from the campus at no expense to the District/School Site. Contractor shall complete the task of removing equipment within fifteen (15) days of written notice of expiration or termination of Agreement.
- All service to equipment by Contractor shall be provided during normal school hours. Contractor shall not be required to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of the Contractor.
- Contractor shall respond to all issues that may occur regarding vending machines within two (2) days of initial communication and during normal school hours. Contractor shall be responsible for all repair/replacement costs and said repairs/replacements shall take place within five (5) days of notification. In the event vandalism occurs, both parties shall mutually agree on the relocation or removal of equipment or the providing of a lock down device to prevent vandalism. These remedies shall be provided at the sole expense of the Contractor.

6. **Energy Conservation**: Contractor shall provide Vending Miser, or equal energy saving device on all equipment.

7. **Product Stocking**: Contractor shall respond to all stocking issues within forty-eight (48) hours.

8. **Driving on Campus**: Contractor realizes the hazards of driving on or around school campus and will maintain all necessary precautions to insure the safety of students and personnel. Contractor must check in with school site office prior to servicing machines.

9. **Taxes:** Contractor shall be responsible for payment of taxes on all sales of vending machine product on campus. Contractor is responsible for all taxes payable related to sales income.

10. **Education Code Section 45125.1 Background Check/Fingerprinting**: This Agreement is subject to the provisions of Education Code Section 45125.1. All employees of Contractor that will be on any school campus are required to submit fingerprints to the Department of Justice. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as defined in Penal Code Sections 667.5(c) and 1192.79(c), respectively. Awarded Contractor shall be required to provide a Certification (*Attached*), to include the names of all employees that could come into contact with students, that the Department of Justice has determined does not have a pending criminal proceeding for a violent or serious felony or has not been convicted of a violent or serious felony. Contractor shall not allow an employee on a school campus that has not been cleared by the Department of Justice and who is not listed on the Certification Form. District/School Site may request the removal of an employee of the Contractor from a school site campus at any time. Failure to comply with this provision will result in termination of this Agreement.

11. **Worker's Compensation Certification**: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall provide the required certificate prior to performing work under this Agreement.

12. **Representations, Warranties, Certification**: Each party hereto represents to the other that:

a. It has full power and authority to enter into this Agreement and to grant and convey the rights set forth herein.

b. All necessary approvals for execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its term, and nothing contained in this Agreement violates, interferes with, or infringes upon the rights of any third party.

c. The signatory on this Agreement is duly authorized and empowered to bind the party to the terms and conditions in this Agreement and its performance hereunder.

d. They have complied with all applicable laws, ordinances, codes, rules, and regulations relating to the entering into this Agreement and its performance hereunder.

e. The representations, warranties, and covenants contained herein shall survive the execution and delivery of this Agreement, and;

f. Except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

13. **Indemnification**: Each party, to the extent permitted by law, agrees to indemnify the other party, its officers, agents, employees, and volunteers from and against any and all claims, actions, or losses, damages and/or liability resulting from the indemnifying party's negligent acts or omissions arising from such parties performance of its obligations under this Agreement, and, in the case of Contractor, from product liability suits resulting from the use or consumption of the Contractor's beverages/product.

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

14. **Provisions Required By Law**: Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement 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 inserted correctly, then forthwith be physically amended to make such insertion or correction.

15. **Breach of Contract**: If any of the material terms of this Agreement are terminated, violated, prohibited or limited during the term of this Agreement for any reason by either party, with the exception of final judicial opinion and imposition or modification of any local, state or federal laws and/or regulations, whether or not due to a cause beyond the reasonable control of either party, then violated party shall provide written notice of such an event and respondent shall have a thirty (30) day period within which to cure said breach.

16. **Termination of Contract**: Either party may terminate this Agreement in its entirety if:

a. An order for relief has been entered with respect to any applicable bankruptcy, insolvency, or other similar law now or hereinafter in effect, or;

b. A party has filed for reorganization, become insolvent or had a receiver or other officer having similar powers over it appointed for its affairs, by any court of competent jurisdiction, whether or not with their consent.

17. **Termination for Convenience**: The District/School Site may terminate this Agreement for convenience in whole or in part if it determines such termination to be in its best interest. The termination shall be effective upon thirty (30) days written notice to the Contractor and the District/School Site shall be liable only for reimbursement of that percentage of the consideration/sponsorship fee for the remainder of the contract following termination date. The District/School Site shall receive all commission for all sales prior to and up to the date of termination.

18. **Notices**: Any notices or other communication hereunder shall be in writing and shall be deemed given when received.

19. **Relationship of Parties**: The District or school site representative(s) and the Contractor are acting herein as independent contractors and employers and nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bid the others in any respect.

20. **Confidentiality**: Except as otherwise required by law or the rules and regulations of any national securities exchange or the rules or regulations of the District, the District/School Site and the Contractor agree not to disclose any non-public, confidential, or proprietary information to any third party other than to their respective directors, officers, employees, agents, and advisors, as needed.

21. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is taken by one party against the other, it is to be done in the Courts of the County of San Bernardino, California.

If any provision of this Agreement shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

22. **Public Liability and Property Damage Insurance**: Contractor shall, at Contractor's sole expense, provide and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services, and furnish the District with certificates of insurance evidencing all coverages and endorsements required hereunder, as identified in the **RFP INSTRUCTIONS**.

23. **Force Majeure**: If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence (Force Majeure Period) without liability of any kind, and Contractor shall proportionately reduce the then current consideration/sponsorship fee and commission for the duration of the Force Majeure period.

24. **Entire Agreement**: This document, including the Request For Proposals document, and everything contained therein, is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, understandings, or agreements have been made or relied upon in the making of this proposed Agreement. No modification or waiver of any of the terms and conditions of this proposed Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

25. **Assignment**: Neither party may subcontract or assign its rights or obligations under this proposed Agreement to any other entity or person without the express written consent of the other party.

26. **Restrictions**: Contractors may not enter into any advertising or sponsorship agreements that involve school campuses without prior approval of school site administrator. When seeking revenue enhancements, there will be no interference with current school/District advertising and marketing programs including, but not limited to, yearbook advertising and cafeteria contracts.

The following restrictions will be in place when seeking revenue enhancements. Revenue enhancements will not:

a. Promote hostility, disorder or violence.
b. Attack ethnic, racial or religious groups.
c. Discriminate, demean, harass or ridicule any person or group of persons on the basis of gender.
d. Be libelous.
e. Inhibit the functioning of the school/District.
f. Override the school/District identity.
g. Promote, favor, or oppose the candidacy of any candidate for election, adoption of any bond/budget issues or any public questions submitted at any general, county, municipal, or school election.
h. Contain obscene or pornographic demonstrations as defined by prevailing community standards throughout the District.
i. Promote the use of drugs, alcohol, tobacco, vaping, firearms, or certain products that create community concern.
j. Promote any religious or political organization.
k. Use any District or school logo without prior written approval.
l. Use any school bulletin boards without prior written approval.

Authorized representatives of the parties have executed this Agreement as indicated below:

Contractor:	**District:**
Name:	Colton Joint Unified School District
Address:	1212 Valencia Dr. Colton, CA 92324
_____	_____
Signature	Carol Araujo
Name:	Senior Buyer
Title:	
_____	_____
Federal Tax ID Number	Date
_____	
Telephone Number	
_____	
Email Address	
_____	
Date	

RFP NO. 25-029CA
BEVERAGE VENDING MACHINES, PRODUCT AND SERVICE

QUESTIONNAIRE

THIS PAGE MUST BE RETURNED WITH PROPOSAL FORM

The proposer must furnish complete and accurate information requested below. Failure to comply with this requirement may render the proposal non-responsive. Additional sheets may be attached if necessary. The District/School Site reserves the right to request additional information in an effort to ascertain the responsibility of the proposer.

1. How many years of experience does your firm have in the business of providing beverage vending machines and beverage vending products? _____

2. Has your firm or any of its principals defaulted so as to cause a loss? _____
If your answer is "yes", please provide details below:

_____

_____

3. Have you or any of your principals been assessed damages for any contract in the past three (3) years? _____
If your answer is "yes", please provide details below:

_____

_____

4. Have you or any of your principals been in litigation, arbitration, or dispute of any kind relating to vending machines and their product? _____
If your answer is "yes", please provide details below:

_____

_____

5. Provide a list of all school sites in the San Bernardino County area to which you have supplied beverage vending machines and beverage vending product. The list must include **Site Name**, **City**, **Telephone Number**, and **Contact Information**. **The list must be provided with the proposal.**

RFP NO. 25-029CA
BEVERAGE VENDING MACHINES, PRODUCT AND SERVICE

PROPOSAL FORM

To: Colton Joint Unified School District, acting by and through its Governing Board, herein referred to as "District"

From: _____
Hereinafter referred to as "Contractor", located at: _____
_____

_____
Contact Name Phone Number E-mail

Pursuant to documents enclosed herein, the undersigned proposer hereby agrees to be bound by all the terms and conditions as stipulated in the Agreement as set forth herein, and proposes to perform and complete, in good workmanlike manner, all of the work/service required in connection with **BEVERAGE VENDING MACHINES, PRODUCT AND SERVICE**.

The undersigned proposer agrees that they will contract with the District to provide all necessary service, labor, supervision, apparatus, machinery and product; and furnish all material as specified in the Agreement in the manner and time therein prescribed, and that they will provide all required documents, including, but not limited to, insurance submittals within ten (10) calendar days of award of contract by the Board of Education.

The award of a contract will be based upon the best overall benefit to the District/School Sites.

Each proposal submitted shall include:

1. Vending Specifications: Complete descriptions for all applicable vending equipment, indicating the dimensions, capacity, and number of selections, and the estimated annual electrical power cost based on consumption (kilowatt) for each type, as well as any energy conservation (Vending Miser or equal) details or recommendations.
2. Sales Commission Rate: Breakdown per type.
3. Commission Formula/Analysis: Clearly illustrate how the gross revenue, sale tax, C.R.V. and net revenue compute to net commission paid. Tax and C.R.V. shall be deducted from gross revenue before District/School Site commission is calculated.
4. An outline of refill schedule and hours.
5. Total Cash & Commission Offer: Each responding vendor shall include a projected total value for the District over five (5) years, detailing sponsorship value (cash up front and per year) AND estimated commission value. Specify exactly what figures your projections are based upon: vend rate $x.xx; commission rate xx%.
6. Projected vending sales.
7. It is anticipated that the contract year will run from July 1 to June 30, or as close as possible. Payment of sponsorship cash must be received on July 1 of each

year. When existing contracts expire, those machines will be added to this contract (if applicable).

Please note below the Volume Threshold (if applicable), Consideration/Sponsorship Fee, and the Percentage of Commission for each site by term (year 1 through year 5).

Elementary Schools (18) / Middle Schools (4) / High Schools (5) Support Sites (2)

Contractor shall pay school commission on full-service beverage vending sales based on the following rates and vend prices:

Check if available		Commission *each*	Vend Price *each*	Commission Amount *each*
_____	Water (20 oz)	_____ %	$_____	$_____
_____	100% Juice (10 oz)	_____ %	$_____	$_____
_____	Soda (cans)	_____ %	$_____	$_____
_____	Soda (bottles)	_____ %	$_____	$_____
_____	Sports Drink	_____ %	$_____	$_____
_____	Other	_____ %	$_____	$_____

Other consideration: Contractor shall provide or pay sponsorship/consideration fee of $_____or the following to each school/location, so long as the school/location is in compliance the terms of this Agreement.

_____

_____

Year 1	$_____	_____%
Year 2	$_____	_____%
Year 3	$_____	_____%
Year 4	$_____	_____%
Year 5	$_____	_____%

The undersigned hereby declares that all of the representations of this RFP are made under penalty of perjury under the laws of the State of California.

Individual Business

Business Name: _____

Business Address: _____

Signature: _____

Printed Name: _____

Date: _____

Partnership *(Proposer must provide certification signed by authorized officers of each of the parties to the partnership naming the person acting as their agent and authorized to sign)*

Business Name: _____

Business Address: _____

Signature: _____

Printed Name: _____

Other Partners: _____

Date: _____

Corporation *(A Corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement is duly authorized to do so)*

Business Name: _____
(a _____ Corporation)

Signature: _____

Printed Name: _____

Other Partners: _____

Date: _____

Signature: _____
(President)

Printed Name: _____

Date: _____

Signature: _____
(Secretary)

Printed Name: _____

Date: _____

Business Address: _____

(Seal and Attest)

Joint Venture (*Proposer must provide certification signed by authorized officers of each of the parties to the Joint Venture naming the person acting as their agent and authorized to sign)*

Business Name: _____

Business Address: _____

Signature: _____

Printed Name: _____

Date: _____

Other Parties to Joint Venture:

If an Individual: _____
Signature

Printed Name: _____

Doing Business As: _____

If a Partnership: _____
(Signature of Partner)

Printed Name: _____

If a Corporation: _____
(a _____Corporation)

Signature: _____

Title: _____

Date: _____

(Seal and Attest)

RFP NO. 25-029CA
BEVERAGE VENDING MACHINES, PRODUCT AND SERVICE

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____[Title] of _____[Name of Company], the party making the foregoing RFP.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____[City], _____[State].

Signed: _____

Typed Name: _____

THIS DOCUMENT MUST BE INCLUDED WITH RFP RESPONSE