



**PURCHASING DEPARTMENT
FINANCIAL SERVICES
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)**

**REQUEST FOR PROPOSAL # 197 FOR
BEVERAGE SERVICES – VENDING, FOUNTAIN & BOTTLED**

RELEASE DATE: Monday, March 28, 2011

LAST DAY FOR QUESTIONS: Wednesday, April 20, 2011 at 5:00pm Local Time

LAST DAY FOR ADDENDA : Wednesday, May 4, 2011 at 5:00pm Local Time

OPENING DATE, TIME and LOCATION: Wednesday, May 25, 2011 at 2:00pm Local Time
College of Southern Nevada
3200 E Cheyenne Avenue, Sort Code J1C
Financial Services Building
North Las Vegas, NV 89030

Sealed proposals, **one (1) original and five (5) copies**, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. **All proposals must be received on or before this date and time to be considered.** Proposals may be mailed to the address above.

Or hand delivered to CSN Purchasing Department located in the Financial Services Building, on the CSN Cheyenne campus. Please go to <http://www.csn.edu/pages/2131.asp> to view a map of the CSN Cheyenne campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to:

Mark Cahill, Interim Director of Purchasing
Mark.cahill@csn.edu
Phone: (702) 651-4350
Fax: (702) 651-4348

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SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

The College of Southern Nevada, herein after referred to as CSN, invites interested parties to submit a Proposal for **Beverage Services – Vending, Fountain and Bottled** for operations at all CSN campus locations, High Tech centers and other locations as outlined within the scope of services. The successful Proposer will enter into a contract with the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada. It is envisioned that the term of the contract will be three (3) years, with an option for an additional two (2) year extension. Proposers are encouraged to use their knowledge and creativity to provide CSN with options to meet the overall needs of CSN.

- I. **Beverages Vending Services:** The Successful Proposer shall provide and maintain beverage vending machines for the CSN Cheyenne Campus, Charleston Campus, Henderson Campus, High Tech Centers (Green Valley, Western, Summerlin), Boulder City Center, Sahara West Center, Mesquite Center and other areas as requested by CSN. Types of beverages should include soft drinks, new age beverages, teas, water, and non-carbonated beverages.
- II. **Beverages (Fountain and Bottled Drinks):** The Successful Proposer shall sell, distribute and merchandize beverages and related products at CSN dining, retail, event center concessions and other auxiliary operations that service fountain and bottled drinks, within the following categories: fountain syrup and CO(2), cans and bottles, new age beverages, teas, water, and non-carbonated beverages. This section excludes alcoholic beverages or mixers for alcoholic beverages, and bottled water and water cooler service provided to CSN departments.

CSN is seeking proposals for an exclusive agreement in order that CSN can evaluate the cost/benefit over the full life of the contract.

The College's current exclusive agreement with Pepsi Bottling Group expires on September 30, 2011. CSN reserves the right to select specific brands to be sold on campuses and reserves the right to specify pricing, and retain any sponsorship rebates from such exclusivity agreements. Any contractual agreement of CSN in this regard will supersede any other agreements between the successful Proposer and any other party, unless it is specifically provided to the contrary in the successful Proposer's final agreement with CSN.

2. COLLEGE OF SOUTHERN NEVADA (CSN)

The College of Southern Nevada (CSN) creates opportunities and changes lives through access to quality teaching, services and experiences that enrich our diverse community. CSN is part of the Nevada System of Higher Education (NSHE), which is comprised of two universities, a state college, four community colleges and a research institute and is governed by the Board of Regents. Founded in 1971, CSN is the largest and most ethnically diverse higher education institution in Nevada. CSN offers more than 215 degree and certificate options in more than 130 areas of study, including 28 degree and certificate programs available entirely online. With approximately 43,500 students, CSN has three main campuses in Southern Nevada and nine additional centers.

3. **TERMINOLOGY**

RFP	The term “RFP” as used throughout this document will mean Request for Proposal.
PROPOSER	The terms “Proposer” as used throughout this document will mean the respondents to this Request for Proposal
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's proposal and any mutually agreed upon written modifications
CONTRACT	Agreement
DIRECTOR	The term “Director” as used throughout this document will mean the College of Southern Nevada Interim Director of Purchasing.
REQUEST	Request for Proposal, RFP
CSN	College of Southern Nevada
NSHE	The Nevada System of Higher Education. NSHE is Nevada’s public higher education system. It is comprised of two universities, a state college, four community colleges and a research institute and is governed by the Board of Regents.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of CSN.
GROSS SALES	All revenues from sales of the Contractor, unadjusted for customer discounts or returns (including sales of any assignee, subcontractor, concessional or licensee of Contractor), whether such sales be evidenced by check, cash, credit charge account, exchange or otherwise. Gross sales do not include Nevada sales tax.

SECTION B
SUBMISSION INSTRUCTIONS

CSN invites interested parties to submit a proposal on the material and/or services specified within this Request for Proposal. Please read carefully all instructions, introduction, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, RFP response form, sample insurance if applicable, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Request for Proposal may result in your proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire Request for Proposal including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided to all Proposers. CSN is not bound by any oral representations, clarifications, or changes made in the written specifications by CSN employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposals may be considered non-responsive in the event Addenda are not acknowledged.
- c) The proposal submitted should be concise and to the point.
- d) All proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. In an effort to **GO GREEN**, try to omit the use of 3-hole binders or other non-recyclable packaging, and instead bind your packet together by staple, rubber band or standard binder clips.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the proposal. Proposers shall include with their forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this Request for Proposal must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the Request for Proposal, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer shall submit one (1) clearly labeled original and five (5) copies of their proposal. The name of the Proposers' company shall be indicated on a cover sheet, the spine and/or cover of each proposal submitted.
- h) No responsibility will attach to CSN or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.

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- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the invitation should be brought to the attention of the CSN Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the Interim Director of Purchasing listed on page one (1) of this Request for Proposal. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the CSN Website: <http://www.csn.edu/pages/2144.asp> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Desk may be notified via fax as well.

- m) Altering the Request for Proposal Form may render the proposal null and void.
- n) Persons or companies submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE) shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular offer without further consideration.
- o) All Proposers, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in this RFP unless otherwise stated.
- p) All Proposers, by signing the RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and RFP Response Form shall be enclosed in sealed envelopes and addressed to:

College of Southern Nevada
Purchasing Department, Sort Code J1C
3200 E Cheyenne Avenue
Las Vegas NV 89030

The name and address of the Proposer and the RFP No. shall be clearly marked on the face of the envelope. If Proposer has already submitted the initial Request for Proposal response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Proposal.

- r) CSN accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- s) CSN reserves the right to contract for less than all of the services identified herein.

2. **EVALUATION OF PROPOSALS**

- a) An evaluation committee shall evaluate proposals based on the criteria listed below. CSN reserves the right to create a “short list” of Proposers to be interviewed. The Proposers invited to interview will be evaluated again using the same criteria and in addition, be based on each respondent’s presentation and discussion. At the conclusion of the evaluation, the committee will recommend a Proposer for award.
- b) A Contract will be awarded on the basis of which proposal CSN deems best suited to fulfill the requirements of the RFP. CSN also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.
- c) CSN will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
- d) Any letters of recommendation that are submitted with the response, but not specifically requested, will not be evaluated.
- e) Proposals will be evaluated according to the evaluation criteria stated below:

Tab 1: Company Overview and Summary

- a. Provide a letter which provides an overview of your proposal. The letter should sum up why you believe your company would be the best candidate. Do not include any information regarding pricing, costs, or revenues.
- b. Provide a brief description of the company (e.g. past history, present status, future plans, services offered). Identify the length of time the company has been in business and an overview of services offered. Identify the number of employees in your company, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the firm.
- c. Describe if the company has had a contract terminated for default in the past five (5) years. Termination for default is defined as notice to stop performance due to the Proposer’s non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the parties’ name, address, and telephone number. Present the Proposer’s position on the matter. CSN will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five (5) years.

Attach an annual report, Form 10-K, or other certified statement of financial condition. Financial statements must be either compiled, reviewed, or audited financial statements signed by a Certified Public Accountant.

- d. Sustainability
 - 1. Discuss your company’s commitment to sustainable practices. Provide your company’s current sustainable practices and long range sustainability goals. Highlight your company’s strongest practices with regard to sustainability.
 - 2. Discuss your company’s commitment to reducing energy consumption and utilizing energy conserving equipment in the performance of this contract.
 - 3. Discuss any other efforts that your company would make toward sustainability with regard to your company’s performance of this contract.
 - 4. Discuss your company’s plan for educating students, staff, faculty, and the public regarding sustainable practices.

Tab 2.1: Beverage Vending Provide responses to the following sections as it relates to your proposal for Beverage Vending.

1. Experience & References

- a. Describe your firm's experience at providing beverage vending services. Include how long the company has been in the business of providing beverage vending services for similar organizations.
- b. Provide a minimum of three (3) client references that are preferably institutions similar in size and scope to CSN which the Proposer is currently servicing. For each reference provide the following:
 - i. Name and location of institution
 - ii. Name and title of representative from the institution with the authority over vending
 - iii. Telephone and e-mail address of contact
 - iv. Length of time the reference has been associated with the institution
 - v. Number of vending machines utilized in the contract
 - vi. Provide Past Performance Financial Data for each reference to include graphs as follows:
 - a. Total return (in dollars (\$) to reference client (y-axis) vs. time in years (as a date, not 1, 2, 3, etc.) x-axis).
 - b. Total return (as a percentage (%) of gross sales) to reference institution (y-axis) vs. time in years (x-axis)

2. Plan and Approach

- a. **Product Mix and Restocking:** Provide a complete description of products to be vended, including brand and unit sizes. Do not provide pricing information in this section. Explain procedures used to determine the machine product mix. Discuss your plan of action for how the product mix will be monitored and updated throughout the contract term in order to maintain optimum profitability and customer appeal. Include your proposed method for continually managing stocking so that more of the most popular products are added to each machine. Explain how you plan to involve CSN in product selection. Provide your proposed schedule for restocking of the machines.
- b. **Machines:** Provide information regarding type of vending machines to be utilized in the contract. Include the manufacturer's descriptive literature for each brand name and model number of vending machine to be used. Discuss the energy efficiency of the proposed vending machine(s). Are your machines equipped with an "Energy Miser" or similar technology to minimize electrical consumption to the maximum extent possible? Are the machines Energy Star Compliant? Provide information regarding the security of your machines to prevent theft and vandalism.
- c. **Maintenance of Machines:** Provide your proposed plan and schedule for preventative maintenance of the machines. Provide response times for repair and restocking requests. Can you provide a twenty-four (24) hour, seven (7) days a week repair service with a guaranteed three (3) hour maximum response time? Can your company provide a dedicated service technician to CSN? Describe your company's reporting capabilities in regards to service calls and repair of machines. Discuss your ability to comply with CSN's reporting requirements in regards to service calls and repairs.
- d. **Staffing:** Provide information on number of management and staff that will be assigned to this contract and their duties under this contract.
- e. **Reporting:** Provide information and examples of reports on vending sales that you can provide to CSN administrators for use in managing and monitoring the contract (i.e.: sales commissions by machine, etc.)
- f. **Refunds:** Provide petty cash at the Cashier's office on the three main campuses. Provide your plan for how refunds for money lost in the vending machines are tracked and calculated.

- g. Implementation: Provide and discuss in detail your plan for implementation of the vending contract.
- h. Other: Provide any additional information that is important to your proposal for beverage vending.

Tab 2.2: Beverage (Fountain and Bottled Drinks)

1. Experiences & References

- a. Describe your company's experience at providing beverage vending services. Include how long the company has been in the business of providing beverage vending services for similar organizations.
- b. Provide a minimum of three (3) client references that are preferably institutions similar in size and scope to CSN which the Proposer is currently servicing for fountain and bottled drinks. For each reference provide the following:
 - i. Name and location of institution
 - ii. Name and title of representative from the institution with the authority over vending
 - iii. Telephone and e-mail address of contact
 - iv. Length of time the reference has been associated with the institution
 - v. Number of vending machines utilized in the contract
 - vi. Provide Past Performance Financial Data for each reference to include graphs as follows:
 - a. Total return (in dollars (\$) on fountain and bottled beverage sales (y-axis) vs. time in years (as a date, not 1, 2, 3, etc.) x-axis).
 - b. Total return on fountain and bottled beverage sales (as a percentage (%) of gross sales) to reference institution (y-axis) vs. time in years (x-axis)

2. Plan and Approach

- a. Provide list of beverage products and unit sizes available. Do not provide price information in this section.
- b. Which distribution facility(s) will be used? Location? Size? Number of clients equal in size or larger?
- c. Identify your proposed management structure to oversee contract fulfillment and experience level of each manager in managing a similar sized account.
- d. Provide a list and description of proposed products and machinery by each location, for all areas.
- e. Provide information on marketing and promotions programs schedule to enhance, promote, and support these operations.
- f. Provide proposed service and maintenance schedule for all equipment provided.
- g. Provide format for placing orders and repair calls.
- h. Provide proposed phase-over schedule to have all equipment in place by September 30, 2011.
- i. Provide any additional information that is important to your proposal for fountain and bottled drinks.

3. LATE PROPOSALS

Formal, advertised Request for Proposals indicate a time by which the proposal must be received in the CSN Purchasing Department. Any proposal received after that date and time will be rejected and will not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

4. **PUBLIC OPENING OF RFPs**

At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Prospective Proposers, their authorized agents and other interested parties are invited to be present.

5. **WITHDRAWAL OF PROPOSAL**

Any prospective Proposers may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the CSN Purchasing Department in writing, or presents themselves in person with proper identification to the CSN Purchasing Department and verbally requests the proposal be withdrawn and signs for its receipt.

SECTION C
REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of a one hundred and twenty (120) calendar day acceptance period from the date of public opening.

2. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in Section B.2, titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and CSN.
- b) CSN reserves the right to award a three (3) year contract with the option of a two (2) year extension if in the best interest of CSN.
- c) The Proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
- d) CSN reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
- e) A formal Contract will be signed by each successful Proposer and the Board of Regents of the Nevada System of Higher Education on behalf of CSN to perform this service.
- f) The Minimum Contract Terms and Conditions contained in Section E or, in the sole discretion of CSN, terms and conditions substantially similar to those, will constitute and govern any agreement that results from this RFP. If the Proposer takes exception to any terms or conditions set forth, then the Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by CSN and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then CSN may consider Proposer's exceptions when CSN evaluates the Proposer's response.
- g) The CSN Purchasing Department reserves the right to enter into discussions with any one or all of the Proposers after proposals have been initially reviewed by CSN. Such discussions may be for clarification of proposal content contained in a responsive proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Proposal, unless otherwise modified.
- h) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain equipment or services at the RFP price throughout the term of this contract.

3. **COMPLIANCE**

Proposers are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

4. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Request for Proposal.

5. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of proposals may be recommended by the CSN Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by CSN.
- b) Lack of signature by an authorized representative on the RFP Response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular company.
- i) CSN reserves the right to waive any minor informality or irregularity.

6. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in the offer, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Interim Director of Purchasing, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding one (1) year or less than six (6) months, or the payment of a penalty of five (5) percent of total price of all items on which was submitted, as the Interim Director of Purchasing may determine.

7. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

8. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

9. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by CSN, whichever is later.

Payment is deemed to be made for the purpose of earning the discount the date the CSN check is mailed.

10. **PROTESTS**

Any Proposer, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Interim Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Interim Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Interim Director of Purchasing, such appeal must be made in writing to the CSN Senior Vice President for Finance & Facilities. The decision of the CSN Senior Vice President for Finance & Facilities will be final. The CSN Senior Vice President for Finance & Facilities need not consider protests unless this procedure is followed.

11. **SAMPLES**

Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

12. **SMALL BUSINESS CONCERNS**

- a) Minority business concerns will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

DEFINITIONS AND REQUIREMENTS

(1) Minority Owned Business Enterprise (MBE)

An independent business which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of African American, Hispanic American, Asian-Pacific American, or Native American ethnicity.

(2) Women Owned Business Enterprise (WBE)

An independent business which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

(3) Disabled Owned Business Enterprise (DBE)

An independent business which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the Federal Americans with Disabilities Act.

(4) Veteran/Disabled Veteran Business Enterprise (VD BE)

An independent business which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

(5) Small Business Enterprise (SBE)

An independent business which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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- b) All Proposers, by signing this proposal, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- c) CSN may request the successful Proposer to provide reports related to use of Second Tier sub-contractors/suppliers. Reports may include, but are not limited to: Second Tier sub-contractors/suppliers general information, descriptions of goods and/or services provided, and the dollar and percentage amount spent on Second Tier sub-contractors/suppliers in the performance of the RFP.

13. **SUSTAINABILITY**

- a) A key focus of CSN is to minimize the impact the procurement of goods and services has on the local environment. CSN is committed to sustainable economic, social, and environmental practices in all operations which CSN is involved. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the proposal documents.
- b) CSN may request the successful Proposer to provide reports related to sustainability on all goods and services provided under this proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services.
- c) All electronic equipment CSN purchases/utilizes must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the College's energy and financial performance while distinguishing our institution as an environmental leader.

14. **TAXES, LICENSES AND PERMITS**

It is the Proposer's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. CSN is exempted from paying state, local and federal excise taxes.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

The Scope of Work is divided into two (2) sections (I – II below). In addition to the Scope of Work Section below, Proposers must read **Section E - Minimum Contract Terms and Conditions**, which is applicable to Sections I – II below.

I. Beverage Vending Services

A. Objectives

1. Provide a convenient, reasonably priced variety of vending drinks for CSN students, staff, and visitors.
2. Contract with a vendor whom will provide well-maintained, working vending machines, which are serviced and filled on a regular basis.
3. Generate revenues that will provide unrestricted funding to be used for campus priorities.

B. Scope of Work

1. Vending Locations: Successful Proposer shall operate beverage vending machines, dispensing beverage items at negotiated vending prices at the CSN Cheyenne Campus, Charleston Campus, Henderson Campus, High Tech Centers (Green Valley, Western, Summerlin), Boulder City Center, Sahara West Center, Mesquite Center and other areas as requested by CSN. The list of current beverage vending locations is provided in Attachment A. CSN reserves the right to exclude vending services in locations where it is determined such service is or would be in conflict with operational or other contractual obligations of CSN.
2. Number of Machines: The Successful Proposer and CSN will mutually agree upon the number of machines to be provided and their location. Replacement, relocation and additions of machines must be approved in advance by CSN.
3. Product Selection:
 - a. CSN shall have the ability to be involved in product selection and be allowed to request a product change.
 - b. Successful Proposer for vending beverages shall provide the following types of beverages.

Beverages are defined as:

Carbonated Soft Drinks	All refrigerated carbonated flavored drinks
Non-Carbonated Soft Drinks	All refrigerated non-carbonated flavored drinks, to include tea and coffee based drinks
Sports Drinks	Non-carbonated refrigerated drinks intended to replenish nutrients lost through heavy exertion or sports.
Juice	Non-carbonated refrigerated drinks containing at least seventy (70%) natural juice by volume
Bottled Water	

4. Exclusive Agreement: CSN reserves the right to select specific brands to be sold and also reserves the right to specify pricing, and retain any sponsorship rebates from such exclusivity agreements. Any contractual agreement of CSN in this regard will supersede any other agreements between the Successful Proposer and any other party, unless it is specifically provided to the contrary in the Successful Proposer's final agreement with CSN. The College's current exclusive agreement with Pepsi Bottling Group expires on September 30, 2011.
5. Vending Machines:
 - a. The Successful Proposer will supply, install, service and maintain new, state-of-the-art vending machines. The Successful Proposer must provide changers that will accept the new currency as it is introduced. CSN would expect that the Successful Proposer would be prepared with current trends in vending machine technology and work with CSN to adjust where feasible and desirable.
 - b. Vending machines must remain in top condition throughout the term of the contract.
 - c. Each vending machine shall be equipped with an "Energy Miser" or similar more current technology to minimize electrical consumption to the maximum extent possible.
 - d. All vending machines shall have non-resettable meters/counters unless a specific waiver is requested and approved prior to award of contract. CSN will have the right to audit the machines during reloading at anytime.
 - e. All vending machine fronts will be decorated in a pleasant and attractive manner deemed acceptable to CSN.
 - f. The Successful Proposer will provide an identification number and place a sticker or decal on each machine giving the telephone number to be called for service.
6. Restocking Schedule: A schedule for stocking machines should be provided and maintained to verify timing of past restocking and plans for future restocking based on machine usage. The schedule should be reviewed at quarterly meetings to insure CSN is aware of and in agreement with the restocking schedule. CSN will have the right to audit the machines during reloading at anytime.
7. Vending Machine Maintenance: CSN recognizes that in order to maximize the revenues, the reliability of the machinery, the response time of the repair crew and the "trade out" of damaged equipment are key factors. CSN places a significant value on keeping the equipment operating at peak capacity with a minimum down time. Emphasis needs to be placed on the speed at which repair calls are handled, the number of repeat calls for like repairs, and the availability of replacement machines. CSN requires the Successful Proposer to have available the following:
 - a. Twenty-four (24) hours, seven (7) days a week repair service with a guaranteed twenty-four (24) maximum response time.
 - b. An equipment replacement guarantee for any equipment which cannot be brought up to full working capacity in less than seventy-two (72) hours.
 - c. A preventive maintenance program for all equipment installed to ensure proper and continuous operation.
 - d. A dedicated service technician to CSN throughout the term of the agreement.

- e. Vending machines shall each be assigned an identification number which will also serve as the location identification. Successful Proposer shall provide CSN with a monthly (or as requested by CSN) report containing machine type, serial number of machine, location of machine, service problem, date of service call, date service issue resolved and number of service calls in the prior twelve (12) months for the machine.
8. Inspection by CSN: CSN reserves the right at any time to inspect the purchase, installation, service and maintenance records of machines. All machines must be maintained in excellent operating condition. CSN reserves the right at any time to reject any machine if operating reliability is objectionable.
9. Refunds: CSN shall designate a location at various vending sites throughout campus where refunds due to malfunction of equipment, may be made with funds provided by vending Successful Proposer. CSN reserves the right to approve all refund processes and procedures. A sticker/decal shall be placed on all vending machines, providing contact information on refunds.
10. Theft & Vandalism: CSN is not responsible for damage to machines or losses due to theft or attempted theft, vandalism, and breakage of any of the vending machines owned by the Successful Proposer or products contained therein.
11. Costs and Services: The Successful Proposer is responsible for paying the cost of all merchandise, services, and other expenses in connection with the operation of its business.
12. Utilities: CSN will provide existing 110 volt electric service at the site of the installation of the vending machines at all existing vending machine locations, at CSN's expense. CSN shall not be responsible for the costs associated with extending electrical service to new vending sites which are not in place as of the release of this RFP. The cost of the electricity used in conjunction with the operation of the vending machines will be borne by CSN. No change or alteration of electric service will be made by the Successful Proposer without the prior written authorization of a CSN Representative. In the event that an installation of a machine causes disruption of the electrical service at the premises, the Successful Proposer will immediately discontinue use of the machine and either install a dedicated electrical circuit at the Successful Proposer's expense, or request approval from the CSN Representative to relocate the machine. In the event that a CSN department requests that a machine be installed at a specific location, as approved by the CSN Representative, and this location requires a dedicated electrical circuit, then the requesting CSN department shall pay for the cost of providing this dedicated electrical circuit. For any machines that require water, the Successful Proposer must use existing CSN provided water sources. The cost of the water used in conjunction with the operation of the vending machines will be borne by CSN. No change or alteration of water service will be made by the Successful Proposer without the prior written authorization of the CSN Representative. Any permitted changes to either the electric service or water service shall be done by Successful Proposers with the applicable commercial license in the State of Nevada.
13. Commissions: Commissions shall be paid on all receipts including stolen or otherwise missing receipts. The Successful Proposer is expected to properly secure the receipts generated through the vending service. In the event that receipts are stolen or otherwise missing, the Successful Proposer shall pay a commission on these receipts as if they had been collected by the Successful Proposer.
14. Price Adjustments: The Successful Proposer may request a pricing adjustment for vended items each year of the contract, including increases and/or decreases, submitting applicable price index and other appropriate documentation. Price changes will be negotiated in good faith between the Successful Proposer and CSN. Increases in prices of vended items must be provided to the appropriate CSN representative within 60 days prior to the anniversary date of the contract and are subject to CSN approval.

II. Beverages (Fountain and Bottled Drinks)

A. Objectives

1. Provide students, faculty, staff, and visitors with access to quality low priced fountain and bottled beverages.
2. Maximize the availability of product, decrease the product costs, and develop creative strategies that benefit CSN and the Successful Proposer.

B. Scope of Work

1. The Successful Proposer will provide and support the right to sell, distribute and merchandize beverages and related products at facilities owned or operated by CSN or any facility owned and operated on campus, under contract to CSN, within the following categories: fountain syrup and CO(2), cans and bottles, new age beverages, teas, water and non-carbonated beverages.
2. Exclusive Agreement: CSN reserves the right to select specific brands to be sold and also reserves the right to specify pricing, and retain any sponsorship rebates from such exclusivity agreements. Any contractual agreement of CSN in this regard will supersede any other agreements between the Successful Proposer and any other party, unless it is specifically provided to the contrary in the Successful Proposer's final agreement with CSN. The College's current exclusive agreement with Pepsi Bottling Group expires on September 30, 2011.
3. Equipment: The Successful Proposer is responsible for supplying, installing and maintaining all fountain, dispensing, and coolers not already owned by CSN for the life of the contract at no charge to CSN. All contractor-provided equipment must be new state of the art and remain that way through the life of the equipment. All upgrades to the equipment during the life of the contract will be done at the cost of the Successful Proposer.
4. Price Adjustments: The Successful Proposer may request a pricing adjustment each year of the contract, including increases and/or decreases, submitting applicable price index and other appropriate documentation. Price changes will be negotiated in good faith between the Successful Proposer and CSN. Requests for increases in prices of vended items must be provided to the appropriate CSN representative within sixty (60) days prior to the anniversary date of the contract and are subject to CSN approval.
5. For Those Proposing an Exclusive Agreement for a Particular Brand:
CSN anticipates an agreement that grants to the Successful Proposer specific rights to sell, promote and advertise their products on the CSN campus(s). Due to the length of the contract and the scope of service, significant promotional benefits are expected to accrue to the Successful Proposer.

In recognition of these benefits, the Successful Proposer should show its commitment directly in the form of financial support for CSN through pricing of products to the campus, complimentary beverage products, special promotions or any of the opportunities described as follows (this lists is only a subset of opportunities that may exist):

- a. Research and academic support in the form of funded research or academic scholarships, fellowships, or internships would be appropriate inclusions in respondent's financial proposal.
- b. Events sponsorship for both major and minor events for student, alumni, and athletic functions. Sponsorships usually include numerous advertising/marketing benefits (logo placement in

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newspaper ads, printed programs and invitations, television/radio spots, signage, web exposure, etc.) and in some cases, a portion of the sponsorship may be considered philanthropic.

- c. Philanthropic support is very important to CSN. Respondents are encouraged to consider creative ways in which they might be able to enhance the value of the partnership, perhaps in the area of scholarships, naming rights or capital projects.
- d. Advertising opportunities exist for company branding/advertising at CSN including, but not limited to, athletic facility signage, and signage in other venues on our campus(s). This may also include "point of sale" opportunities, in-game events/promotions and ad opportunities in other printed media.
- e. Other Financial Support.

SECTION E
MINIMUM CONTRACT TERMS AND CONDITIONS

For purposes of this Section, the Successful Proposer shall be referred to as "Contractor."

1. TERM

The term of the contract shall be for three (3) years, with the option of a two year extension.

2. PAYMENTS

All payments and commissions due CSN under the contract are due on the 15th of the month following the month in which sales/revenues are generated. Contractor agrees to pay CSN 1.5% interest each month on any unpaid amounts over thirty (30) days past due.

3. INSURANCE

At a minimum, Contractor shall procure and maintain the following insurance:

- 1) Commercial General liability insurance including coverage for premises/operations, products/completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate;
- 2) Automobile liability insurance in the amount of \$1,000,000 Combined Single Limit;
- 3) Workers Compensation insurance as required by Nevada Revised Statutes; Limits shall be at least \$500,000 per occurrence and for occupational disease.

The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability policy by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

Contractor shall provide certificates of insurance evidencing the required insurance prior to the effective date of the contract.

CSN reserves the right to request higher limits from Contractor depending upon what combination of services the successful Contractor will be performing.

4. ADDITIONS/CHANGES

No extra work, additions, alterations, including changes in price will be paid by NSHE/CSN unless agreed to and performed pursuant to and in accordance with a written revision to the order.

5. CANCELLATION/TERMINATION

NSHE/CSN reserves the right to cancel this order without cause by providing a sixty (60) day written notice. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/CSN be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

Either party shall have the right to terminate further performance of the contract upon material breach of the other party which continues uncured after sixty (60) days' written notice. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. In the event of such termination, Contractor agrees to pay CSN any amounts due within thirty (30) calendar days of the termination date.

6. DEFAULT OF CONTRACTOR

In case of default of Contractor, CSN may procure the articles or services from other sources and hold Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

7. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

In no event shall any official, officer, employee, or agent of CSN in any way be personally liable or responsible for any covenant, whether expressed or implied, nor for any statement, representation or warranty made in the contract or in any connection with the contract.

8. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Board of Regents of the Nevada System of Higher Education, its officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, arising either directly or indirectly from any act or failure to act by the Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of the Contract, including Contractor's use of CSN facilities or equipment.

9. APPROPRIATIONS

The terms of the contract are contingent upon sufficient appropriations and authorizations being made by CSN for the performance of the Contract. If sufficient appropriations and authorizations are not made by CSN, CSN may terminate the Contract, without penalty, upon written notice to Contractor. CSN's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

10. PERFORMANCE BOND

Upon the execution of the contract, Contractor shall deliver to CSN an executed standard performance bond, with approved surety, payable to The Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada, in an the amount equal to the annual commission for the first year of the contract. The bond shall be guarantee for the faithful performance by the Contractor of its obligations under the contract, as such contract may be amended from time to time. The sureties of all bonds shall be from such a security company or companies as are reasonably approved by CSN and are authorized to transact business in the State of Nevada. No contract shall be deemed in effect until bonds and insurance are in effect and the contract is completely executed. The bond shall remain in effect throughout the term of the contract, any extensions thereof, and for at least ninety (90) days after expiration or earlier termination of the contract.

11. ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer or delegate any rights, obligations or duties under the contract without the prior written consent of the CSN.

12. COMPLIANCE

Contractor agrees to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA and other relevant state and federal standards, codes and regulations that may apply. As requested by CSN, Contractor shall provide properly authenticated documents or other satisfactory proof of compliance with such requirements.

13. CONFIDENTIALITY

Contractor agrees to keep all confidential information secure and not to disseminate or use any materials and/or data that belongs to CSN, whether originals or copies. Contractor acknowledges that CSN would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without CSN prior written approval.

14. DEBARMENT/SUSPENSION STATUS

Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. Contractor agrees to provide immediate notice to CSN's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Contract.

15. EQUAL EMPLOYMENT OPPORTUNITY

Contractor certifies that it and/or its subcontractors do not discriminate against any employee or applicant for employment or person to whom they provide services because of race, color, religion, gender, sexual orientation, age, national origin or disability, and that they comply with all applicable Federal, State and local laws and executive orders regarding employment.

In the event that Contractor or its subcontractors are found liable by an appropriate authority to be in violation of any Federal, State or local law, CSN may declare the Contractor in breach of the contract and immediately terminate the contract.

16. GOVERNING LAW

The laws of the State of Nevada shall govern the validity, construction, interpretation and effect of the contract. Any and all disputes arising out of or in connection with the Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

17. INDEPENDENT CONTRACTOR

Contractor shall be subject to and operate under all applicable Federal, State, City and Municipal enactments, codes and ordinances and those of the State of Nevada regarding industrial insurance and expressly covenants and agrees that its employees engaged in work under the contract are not, and shall not be treated or considered as the servants and employees of CSN, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing in the contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless CSN from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of such enactments, codes, ordinances and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactments, codes, ordinances or otherwise.

18. MODIFICATION

No alteration, modification, amendment or supplement to the contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

19. INTEGRATION

The contract, together with all attachments, proposal documents, appendixes, exhibits and other attachments, will constitute the entire agreement between the parties and will supersede all previous agreements, whether written or oral between the parties, whether expressed or implied and shall bind the parties unless amended in a writing executed by the authorized parties.

20. NOTICES

Written notices required under the contract shall be sent certified mail, return receipt requested, to the parties at the addresses designated in the contract.

21. OWNERSHIP OF MATERIALS

Contractor acknowledges that any materials and/or data that may result from its efforts, as related to the Contract, are the property of CSN, and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of CSN. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the contract and that all such materials and/or data must be transmitted, in its/their original and copied form, to CSN within seventy-two (72) hours of CSN request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data.

22. TAXES, LICENSES AND PERMITS

It shall be Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved under the contract.

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Contractor shall pay all required fees, taxes and other charges applicable. The parties acknowledge that the Nevada System of Higher Education is exempt from paying state, local and federal excise taxes.

23. LAWS, RULES, AND REGULATIONS:

Contractor agrees to comply with all CSN policies, county ordinances and state and federal laws that may be applicable to its performance under the contract. Contractor shall adhere strictly to all pure food laws and ordinances as adopted or promulgated by the State of Nevada, and its respective Boards of Health.

24. SEVERABILITY

In the event any one or more of the provisions of the contract shall for any reason be held to be invalid, illegal or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of the contract unimpaired, and the contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

25. USE OF COLLEGE NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges that it shall not use any name, mark, logo, design or other symbol of the Board of Regents of the Nevada System of Higher Education and/or CSN in the performance of its services, in its advertising, or in the production of any materials related to the contract, without the prior written approval of CSN.

26. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of the contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of the contract.

27. NOT A PARTNERSHIP

The provisions of the contract are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between the parties.

28. PUBLIC RECORDS

Notwithstanding anything contrary in the contract, the contract is subject to the provisions of the State of Nevada Public Records Law, Nevada Revised Statutes (NRS) 239.010, such that the contract and other information or documents received from Contractor may be open to public inspection and copying. CSN will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend CSN for honoring such a designation. The failure to so label any document that is released by CSN shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

29. INSPECTION

CSN shall have the right to inspect the operation thereof and the work of Contractor with respect to the quality and quantity serving methods and procedures, sanitary and safety standards, cleanliness, appearance and conduct of Contractor's employees, operating hours, and general housekeeping and upkeep of premises. CSN shall have the right to make reasonable regulations with regard to all such matters and Contractor agrees to comply with such regulations.

It is also understood that the premises shall be subject to inspection by the State Department of Health. Contractor will comply with all state and county regulations, health department policies and CSN regulations, matters that will be reviewed on a regular basis.

30. ACCOUNTING STATEMENTS AND AUDITS

- a. Monthly and annual (or as requested by CSN) accounting/operating reports shall be submitted by the Contractor to CSN.
- b. For vending sales, the Contractor shall provide CSN with a monthly sales commission report (which can be verified against the meters in the machines) along with the meter counts of the vending machines.

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- c. When requested, CSN shall have access to the Contractor's account books. CSN reserves the right to audit or cause to be audited Contractor's books and accounts with CSN at any time.
- d. The Contractor shall provide CSN with other reports as requested.

31. SALES TAX

Contractor shall be solely responsible for collection of sales tax and remittance to the State. NSHE/CSN is exempt from Nevada State Sales Tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-004 115. The Federal tax ID number is 88-6000024.

32. FACILITIES AND EQUIPMENT

- a. The Contractor shall provide all such equipment as may be needed to provide services. All of the Contractor's equipment shall be of good quality.
- b. CSN shall provide Contractor with reasonable access to the service facilities such as loading and unloading areas as are necessary for Contractor's performance.
- c. Contractor shall not use the equipment or facilities to provide any services to any third party without prior written consent from CSN.
- d. Contractor is responsible for loss of, theft of, or damage to any personal property of Contractor or its authorized users, located within the CSN facilities or on CSN property.

33. SERVICES TO FACILITIES

Contractor agrees to make every reasonable effort to conserve utilities and to operate the equipment in an efficient manner.

CSN will not be liable for any loss that may result from the quality, quantity, interruption or failure of utilities or services under any circumstances, unless utilities and services are interrupted or fail for more than five (5) continuous days, after which Contractor may secure said services and charge CSN for the costs of securing said utilities and services.

Contractor shall coordinate refuse removal and disposal with CSN. Contractor shall be responsible for placing all refuse in the appropriate dumpster.

34. LIMITATION ON WARRANTIES

CSN EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES OF ANY KIND CONCERNING CSN EQUIPMENT OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS OF PURPOSE OR OF MERCHANTABILITY. CSN DOES NOT GUARANTEE THE ACCURACY OF ANY TEST RESULTS USER MAY OBTAIN FROM USING CSN EQUIPMENT OR FACILITIES.

35. LIMITATION OF LIABILITY

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CSN SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO CONTRACTOR OR ANY OTHER PARTY FOR: (A) PERSONAL INJURY OR PROPERTY DAMAGE; OR (B) LOST PROFITS, WORK STOPPAGE, LOST DATA, COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

36. REMOVAL OF CSN EQUIPMENT

The Successful Proposer will not remove nor permit the removal of any fixture, furnishing or equipment owned by CSN without the prior approval of CSN.

37. COMMISSION: Contractor will pay CSN a commission on all items sold as specified in Contractor's proposal. Commissions shall be based on Gross Sales

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Commission fees shall be paid on charged sales in the period earned and charged and not upon collection date. Contractor shall not be entitled to any reimbursement for commission fees paid on uncollected accounts. Contractor shall be solely responsible for any unpaid accounts that are deemed uncollectible.

SECTION F
PRICING RESPONSE FORM

For each of the applicable sections below, provide your price proposal. All commissions should be quoted on Gross sales as defined below. Proposers are not limited to the structure below and may submit alternative price proposals on separate sheets of paper.

Gross Sales: The term “gross sales” shall mean all revenues from sales of the Successful Proposer, unadjusted for customer discounts or returns (including sales of any assignee, subcontractor, concessional or licensee of Contractor), whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise. Gross sales do not include Nevada state sales tax.

Successful Proposer shall pay commission on the 15th of the month following the month in which sales/revenues are generated. Proposer agrees to pay CSN 1.5% interest each month on any unpaid amounts over thirty (30) days past due.

I. Beverage Vending Services

1. Commissions on Beverage Vending: _____% of Gross Sales

CSN will also consider alternate proposals in the following formats:

Guaranteed Annual Commission \$ _____ per year

Exclusive Rights Value \$ _____ per year

Rebate on Product Sold _____ per Case (percent or dollar)

2. Product Pricing: Provide a complete description of products to be vended, including brand, unit sizes, and prices of the products to the consumer.

3. Price Escalation: Price increases for vended items may be reviewed annually. Provide information on how you would propose to justify future price increases (i.e. Price index such as CPI, etc.).

II. Beverages (Fountain and Bottled Drinks):

1. Commissions on Beverages (Fountain and Bottled Drinks):

Fountain Drinks: _____ % of Gross Sales

Bottled Drinks: _____ % of Gross Sales

CSN will also consider alternate proposals in the following formats:

Guaranteed Annual Commission \$ _____ per year

Exclusive Rights Value \$ _____ per year

Rebate on Product Sold _____ per Case (percent or dollar)

2. Products Pricing: Provide a complete description of products, including brand, unit sizes, and prices of the products to the consumer. Provide the cost per can and bottle broken down by container size and product to CSN. Provide the total cost per gallon to CSN for every product offered and included in this proposal.

3. Price Escalation: Price increases may be reviewed annually. Provide information on how you would propose to justify future price increases (i.e. Price index such as CPI, etc.).
4. Other Financial Commitments:
 - A. Outline any initiatives or financial commitments to CSN in support of its facilities and programs throughout the life of the contract and the proposed payment schedule.
 - B. Outline any proposed initiatives or financial commitments to CSN for potential growth of the account including the payment schedule.
 - C. Outline any proposed initiatives or financial commitments to CSN relative to Academic Support.
 - D. Outline any financial commitments to the Marketing and Promotions programs proposed.
 - E. Outline any other Financial Commitments to CSN.

SECTION G
RFP RESPONSE FORM

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below all in accordance with Section C – General Terms & Conditions.

MINORITY BUSINESS TYPE:

Minority Owned Business Enterprise	<input type="checkbox"/>	Women Owned Business Enterprise	<input type="checkbox"/>
Disable Owned Business Enterprise	<input type="checkbox"/>	Veteran/Disabled Veteran Business Enterprise	<input type="checkbox"/>
Small Business Enterprise	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>

DEBARMENT/SUSPENSION STATUS

1. The Proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The Proposer/contractor agrees to provide immediate notice to CSN's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the Proposer may still compete in the solicitation. However, the CSN Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this proposal? YES _____ NO _____

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: _____

Contact Person _____ Telephone Number _____

Description of Work _____

ATTACHMENT A

COLLEGE OF SOUTHERN NEVADA
EXISTING NUMBER AND LOCATION OF VENDING MACHINES
Request for Proposal 197

Charleston Campus - 36 machines

6375 W Charleston Blvd
Las Vegas NV 89146

Cheyenne Campus - 32 machines

3200 E Cheyenne Ave
North Las Vegas NV 89030

Henderson Campus - 13 machines

700 College Dr
Henderson NV 89002

Western High Tech Center - 3 machines

4601 W Bonanza Rd
Las Vegas NV 89107

Summerlin High Tech Center - 2 machines

333 S Pavilion Center Dr
Las Vegas, NV 89144

Mesquite High Tech Center - 1 machine

140 North Yucca Street
Mesquite, NV 89027

Boulder City Site - 1 machine

700 Wyoming St
Boulder City NV 89005

Green Valley High Tech Center - 5 machines

1560 W Warm Springs Rd
Henderson NV 89014

Sahara West Site - 0 machines

2409 Las Verdes St
Las Vegas NV 89102