REQUEST FOR PROPOSALS

Sealed proposals, subject to the Terms and Conditions of this Request for Proposals and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the Business Office, 1109 West Panola Street, Carthage, Texas 75633, until 2:00 p.m. Central Time September 17, 2015, and at that time publicly opened and acknowledged for furnishing supplies or services described in the accompanying Schedule.

A Bid Surety in the amount of $5,000.00 must accompany the proposal.

TRIENNIAL CONTRACT FOR VENDING MACHINE SERVICES

I) GENERAL INFORMATION

A) Purpose

1) Panola College is accepting sealed proposals for Vending Machine Services for the main campus, 1109 West Panola Street, Carthage, Texas, Shelby College Center, Loop 500, Center, Texas, Shelby Regional Training Center, 678 Roughrider Drive, Center, Texas.

2) The initial contract will be for a three (3) year period (October 1, 2015 – September 30, 2018) with up to three (3) one year options to renew for a maximum of six years.

3) The successful offeror(s) will provide vending machine services at the Carthage campus, Center campus, and other potential locations pursuant to the contract.

B) Pre-Proposal Conference
There will be no pre-proposal conference held. If a vendor would like to tour the facilities, they should contact Steve Williams at (903) 693-2023.

C) Contents

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II) INSTRUCTIONS TO OFFERORS

A) Signed and sealed proposals must be received no later than September 17, 2015 at 2:00 p.m., Panola College, Business Office, 1109 West Panola Street, Carthage, Texas 75633.

B) Proposal information on pages 14 and 15 must be completed to ensure uniformity of all proposals. Proposals may be rejected if there are omissions, alterations in wording, conditional clauses or irregularities of any kind.

C) Panola College reserves the right to reject any or all proposals, or any part thereof, and to waive any technicalities or formalities in the best interest of the College.

D) In submitting a proposal, the offeror agrees to execute a contract incorporating the Instructions to Offerors, Specifications, Insurance, Special Conditions, General Conditions, and Proposal, which collectively shall constitute the contract.

E) Offerors should, but are not required to visit each site to examine the available facilities. Offerors may contact Steve Williams at (903) 693-2023 for information.

F) Bid Surety: A bid bond or cashier’s check in the amount of five thousand dollars ($5,000.00) must accompany the proposal and be placed in a separate envelope and marked “Bid Surety.”
III) **SPECIFICATIONS**

A) General

Panola College consists of the main campus located in Carthage, Texas with off-site locations in Center, Texas.

Each offeror is invited to submit one or more proposal(s) for the options shown below. The vending contract will be awarded to the responsible offeror making the best proposal to the College based on the highest commission consistent with quality service, products and equipment.

**Option 1:**

TOTAL VENDING RESPONSIBILITY – All beverages, snacks, gourmet foods, coin changers, microwaves and other machines as detailed on the attachments and in accordance with the “specifications” outlined. (Note: This contract does not include coin operated copiers or similar machines.)

**Option 2:** (To be awarded separately)

a. All vending EXCEPT for canned/bottled beverages – Food, snacks, milk, hot cups and all ancillary equipment such as microwaves, coin changers, etc.

b. CANNED/BOTTLED BEVERAGE VENDING ONLY – The vending segment comprising solely the sale of the canned/bottled beverages.

Contractor will be required to provide and stock the products as well as maintain and provide the dispensing equipment.

In option 1 or 2 above, the vendor must be able to provide Dr. Pepper and Big Red canned/bottled beverages at the same price as the other beverages.

B) Performance will be given to firms with a minimum of three (3) years successful operational experience in institutions, e.g. community colleges or universities, student unions or similar cash sales facilities, public school districts of relative size to Panola College.

C) Proposal will be evaluated in terms of, but not limited to, consideration of the following factors:

1) Guarantees and/or commissions to be paid to college. Commissions shall be based on gross sales. Other incentives as proposed by the bidder are also allowed.
Each proposer is encouraged to state, in terms of wholesale price, the annual dollar amount of free beverage products that will be provided for hospitality events.

2) Length of time offeror has been in continuous service in the vending industry.

3) Ability to meet the vending needs of the campus population through a flexible and appropriate variety of snacks and drinks.

4) The adequacy, clarity and availability of bookkeeping and accounting reports and procedures proposed to be used by the offeror.

5) Names, addresses and phone numbers of at least five (5) cash sales facilities currently operated by the offeror. Provide complete description of each including size, sales volume, types of services offered, and changes in the vending service contract, etc. A listing of all other operations (including size, sales volume, etc.) should also be included with this proposal.

6) Financial Status – the offeror(s) must furnish with the proposal an audited financial statement reflecting current financial condition and sufficient data to show trends along with five credit and financial references.

7) The offeror(s) will be required to provide full services under the contract beginning October 1, 2015. The successful offeror(s) will cooperate with the current Contractor to minimize the possible disruption of vending service.

IV) INSURANCE REQUIREMENTS

Within ten (10) days after notification of acceptance of proposal, insurance certificates must be submitted meeting all of the following requirements:

In addition to any specific insurance required elsewhere in this Proposal, insurance coverage described below shall be furnished by the offeror with the following limits as a minimum:

WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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<tbody>
<tr>
<td>Worker’s Compensation – Statutory</td>
<td>Texas</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td></td>
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<tr>
<td>Bodily Injury by Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each Disease</td>
<td></td>
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<tr>
<td>Bodily Injury by Disease Policy</td>
<td>$100,000</td>
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</tbody>
</table>
COMPREHENSIVE GENERAL LIABILITY

General Aggregate $500,000
Prod/Comp-Op Aggregate $500,000
Pers/Advert Injury $250,000
Each Occurrence $250,000
Fire Damage $25,000
Medical Expense $2,500

Coverage shall include:
Premises – Operations
Independent Contractors
Products – Completed Operations
Contractual Liability
Broad Form Property Damage

COMPREHENSIVE AUTOMOBILE LIABILITY

Owned, Non – Owned and Hired
Combined Single Limit $300,000

The offeror shall carry insurance in addition to that specifically named as follows:

Other Insurance Coverage Amount
Excess Liability (Umbrella) $1,000,000
Fire Value of Inventory
Plus fixtures

Insurance shall be written by companies licensed to transact business in the State of Texas and acceptable to Panola College. Included in their proposal all Offerors shall furnish Panola College with a statement from their insurers that is awarded, Panola College will be provided with certificates evincing all the required insurance types and levels, none of which shall be cancelled, altered or renewed until after thirty (30) days advance notice received by Panola College. Panola College shall be named as additional insured on general, auto and excess liability policies.

V) SPECIAL CONDITIONS

A) CONTRACTOR ACTIVITIES

1) Contractor(s) will supply and maintain all vending machines located throughout the District on a daily basis or more frequently if needed.
2) No intoxicating liquors or tobacco products may be kept, sold, served or caused to be served on the college campuses.

B) CONTRACTOR EQUIPMENT

1) At the Contractor(s) expense, all machines must be maintained in good working order. Any capital expenditure the Contractor(s) makes to carry out the contract is a business risk the Contractor(s) must assume. Panola College will not be obligated to reimburse unamortized capital expenditures or renew the contract if the Contractor(s) is unable to recoup capital expenditures during the term of the contract.

2) Contractor(s) must provide new equipment that is state of the art, new in appearance and in excellent working condition. In locations where no dollar bill changer is present, contractor(s) must provide equipment with dollar bill validators.

   (a) All machines are to be of uniform height and matching fronts so as to present an aesthetically appealing appearance to the public.
   (b) If equipment is faulty, the College will require replacement.
   (c) Offeror must indicate that they can supply machines for the visually impaired.
   (d) Contractor(s) machines may not force vend. Any machines found to force vend, will be replaced within 24 hours of notice to vendor.
   (e) Contractor(s) must provide a minimum of 50% canned beverages throughout the campus or within close proximity of the other machine.

3) The equipment will be placed only in authorized areas that meet current fire and safety codes. The College must approve any location or machine changes in writing.

4) Contractor(s) must supply a list of the number, location and types of machines they will provide. Current equipment should be used as a guide for providing service.

5) All equipment must meet the following requirements:

   (a) American Disabilities Act (ADA)
   (b) Occupational Safety and Health Act of 1970 (OSHA) and any subsequent amendments
   (c) Specifications of the United State Public Health Federation and the National Sanitation Foundation
   (d) Approval of the Underwriters’ Laboratories, Inc.

6) Dollar bill changers are required in all existing locations.
7) All machines must be equipped with meters to record all sales.

C) UTILITIES

Panola College will furnish and maintain the necessary utility connections and service at the locations designated for the operation of the vending machines. Panola College will not be responsible for damage to merchandise or machines in case of break-in, theft or burglary, power failure due to storm or other acts beyond the control of the College.

D) CLEANING AND SANITATION

1) Contractor(s) will clean all machines on an as needed basis.

2) All damage caused by the equipment or service personnel will become the liability of the Contractor(s) and prompt and appropriate repairs will be made by the Contractor(s).

E) RELATIONSHIP OF PARTIES

1) Notwithstanding any other provision hereof, the relationship of the Contractor(s) to Panola College will be that of an independent Contractor.

2) Panola College will have no direct supervision of employees of the Contractor(s). Any communication of employee concerns will be through the designated representatives of the parties.

3) It is expressly agreed and understood that the rights, titles and privileges herein given and granted to Contractor(s) will not be assigned or sublet to any person, firm, association or corporation without first obtaining the consent of Panola College in writing.

4) Panola College’s Facilities Manager will meet with the Contractor’s representatives on a regularly scheduled basis to appraise the effective performance of the contract, particularly in terms of the quality of service. The Contractor(s) will take prompt action on all reasonable requests of Panola College related to the effective performance of the contract. The Contractor(s) will provide an “Evaluation of Service” questionnaire for Panola College to be completed by vending users twice a year.

F) EMPLOYEES

1) Panola College requires that all representatives and employees of the vending company be clearly identified through the use of a uniform including a name tag and company emblem.
G) ACCOUNTS AND RECORDS

1) Sales will be for cash and/or cash equivalent.

2) Contract(s) will also maintain accounting records in connection with its performance of the contract as may be reasonably required by Panola College.

3) The Contractor(s) will, at any reasonable time, afford Panola College adequate facilities for the examination and audit of its accounting records pertaining to the performance of the contract, and will, on the request of Panola College, produce and exhibit all such books and records to Panola College.

4) The term “gross sales” shall be construed to include all monies inserted into the vending machines of the Contractor(s). The Contractor(s) will pay any sales taxes imposed by law and directly paid by the Contractor(s) to a taxing authority after the percentage of gross receipts has been computed and paid to the College.

5) A monthly report of gross sales by machine and location will be provided within twenty (20) calendar days after the close of the Contractor’s monthly accounting period. The Contractor(s) must also submit a monthly report of net earning resulting from cash sales to Panola College. A separate check for each campus for Panola College’s percentage of gross sales is to accompany these monthly reports. This information will be submitted to the Panola College Business Office.

6) Contractor(s) will, in addition, furnish to the College an operating income statement at such times as may be mutually agreeable.

7) Location of accounting records to include the following RIGHT TO AUDIT clause:

“For the purpose of such audits, inspections, examinations, and evaluations, Panola College’s agent or authorized representative shall have access at any time to said records from the effective date of this contract for the duration of the work and until three (3) years after the date of final payment by Contractor to Panola College pursuant to this contract.

H) ORDINANCES, LAWS AND REGULATIONS

The Contractor(s) will comply with all ordinances, laws and regulations pertaining to the operation contemplated hereby, and shall apply for, obtain and maintain in force all permits and licenses required by the various agencies of Federal, State and local governments.
I) INDEMNIFICATION

The Contractor(s) will indemnify and hold harmless Panola College and its officers, agents, and employees from all suits, actions, losses, and damages, claims or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney’s fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Contractor(s) of it agents or employees, in the execution or performance of this contract.

J) TERM, RENEWAL AND TERMINATION OF CONTRACT

1) Termination Without Cause. Either party, Contractor(s) or Panola College, may terminate this contract at any time without cause by providing not less than 120 days prior written notice to the other party of the intention to terminate this contract and the specific termination date.

2) Termination For Cause. If either party, Contractor(s) or Panola College, fails to comply with any of the obligations required of it in this contract and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time, but in no event longer than 45 days, then the other party will have the right to terminate this contract upon providing additional 45 days written notice of cancellation.

K) EVALUATION AND CONTROL

Panola College, through its representatives, may make periodic inspections of all vending equipment to determine if such are in conformity. The Contractor(s) will make all improvements, repairs or replacement of equipment as may be reasonably required by the College’s representative. A repair service telephone number should be indicated on each vending machine.

L) SERVICES AND PRICE LISTS

All Proposals will be based on a percentage of gross sales with beginning prices set by Panola College for one year. No alternate pricing is acceptable and no requests for price increases will be considered during that period.

1) Offeror(s) must furnish with the proposal a list of prices, brands of products and portion sizes for items that are to be offered.

2) All price changes after the first year must be approved by the College in writing prior to taking effect. Requests for such changes must be submitted no less than six (6) working weeks prior to the proposed effective date of the
change. Approved price increases will only be allowed to take effect on May 15, August 15 and December 15 of each year.

3) Price increase and product change requests must be in writing to the College and include the following:

   (a) Proposed prices.
   (b) Current prices.
   (c) Supporting documentation from suppliers of actual cost increases since last approved increase.
   (d) Comparative prices for like items at other vending locations.
   (e) Any other pertinent data the Contractor(s) may wish to submit, such as statistical data reflecting food costs, labor costs, etc.

4) Offeror(s) must furnish with the proposal a specific list of types of food lines to be carried (snacks, etc), national brand names of all food and drink items and specific services to be offered, such as change machines, etc. Items are to be mutually agreed upon by the Contractor(s) and Panola College. Contractor(s) must supply a minimum of eight candy selections as required by customer demand. Fifty percent (50%) of the candy columns will be stocked with items from the twenty (20) most popular candy bars as listed by the DEBS Vending Industry Report. The remaining columns will offer a variety of cookies, crackers, nuts, chips, healthy food items and snack items based on local customer preference. All column selection requirements may be varied depending upon the need of each campus. The College representative must approve selections.

5) Service/repair on vending machines that are out of order must be provided within four (4) hours of notification by the College.

M) ADVERTISING

Advertising and use of the College name and its components by the Contractor(s) in any public advertisement is prohibited.

N) QUALITY OF CONTRACTOR SERVICES

1) Contractor(s) will conduct its operations in an orderly manner and so as not to annoy, disturb or be offensive to customers, patrons or other tenants in the buildings where vending machines are located.

2) Contractor(s) will at all times during the term of the contract keep in a clean, sanitary, neat and orderly condition and appearance the equipment, machines, etc. Machines will be removed for repainting and reconditioning as deemed necessary by the College. Contractor(s) must comply with regulations of the
health Department and/or other governmental agencies having authority in this area.

3) Contractor(s) must furnish good, prompt and efficient services, adequate to meet all reasonable demands.

4) Contractor(s) will do all things reasonable, necessary or required by the College’s representative or designee, to maintain the highest standard of quality and management for the operation contemplated by the contract.

O) REMOVAL OF PROPERTY

1) All personal property placed on the premises by the Contractor(s) must be removed on or before the expiration of this contract. In the event of termination, the Contractor(s) will have fourteen (14) days, inclusive of Saturdays, Sundays and holidays after notice of termination in which to remove its property.

2) If the Contractor(s) fails to remove its property upon the expiration or termination of the contract, the College may, at its potion, as agent for the Contractor(s) and at the Contractor(s)’s risk and expense, remove such property to a public warehouse or retain the same in its own possession, and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which will be applied first to the expense of the sale; secondly, to any sums owed by the Contractor(s) to the College and any balance remaining will be paid to the Contractor(s). Any excess of the cost of removal over the proceeds of sale will be paid by the Contractor(s).

P) REPRESENTATIVES OF THE PARTIES

For the purpose of all notices, consents and approvals herein required by either of the parties, their respective representatives shall be:

1) Panola College’s Representatives – Vice President of Fiscal Services and/or Facilities Manager

2) Contractor’s Representatives – A regional manager, as designated by the Contractor.

Q) NOTICE

Any notice or communication required or permitted to be given under this contract must be in writing and be either served personally or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:
Notices to Panola College must include the following addresses:

Vice President of Fiscal Services  
Panola College  
1109 W. Panola St.  
Carthage, TX 75633

And/Or to such other persons or place as either of the parties may hereinafter designate in writing. All such notices will be effective when received. Sent notices will be considered received 48 hours after the same are deposited in the United States mail.

R) ATTORNEY’S FEES

If any action or proceeding is necessary to enforce the provisions of this contract, including any claim or demand, or to interpret this contract, the prevailing party will be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.

S) CATASTROPHIC ACTS

1) In the event the premises are destroyed in whole or in part by fire, flood, terrorism, bombs or act of God, Panola College reserves the right and option to either terminate this contract or to rebuild and recondition the aforesaid premises and continue this contract in full force and effect.

2) Panola College will not be responsible for any damage, theft, or disappearance resulting from break-in or burglary, natural disasters such as tornadoes, floods, or electrical storms or any other acts beyond the control of Panola College.

VI) GENERAL CONDITIONS

A) Panola College contemplates the award of a contract within 45 days of proposal closing to the responsible offeror(s) whose proposal is in the best interest of Panola College.

B) Offerors attention is directed to the “Terms and Conditions” on the reverse side of page one (1) which are fully applicable to this request for proposal.

C) Offerors shall indicate any exceptions to any paragraph; otherwise acceptance is assumed. Exceptions stated by the offeror to any of the paragraphs herein might be cause for rejection of the proposal, other than variances deemed minor by Panola College.
D) Offerors must submit one (1) original proposal. All pages of the proposal must be signed.

E) All proposals must be accompanied by a bid surety in the amount of $5,000.00. Failure to provide this surety with the proposal will cause the proposal to be disqualified.

VII) MISCELLANEOUS INFORMATION

A) Signed and sealed proposal shall be submitted and delivered to:

Panola College  
Attn: Business Office  
1109 West Panola Street  
Carthage, TX 75633

Until 2:00 P.M. central time on September 19, 2015, and then publicly opened and acknowledged in the Martha Miller Administration Building, Magnolia Room. Any proposals received after that time and date will not be accepted. No proposal may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A proposal may be withdrawn, however, and resubmitted any time prior to the time set for receipt of the proposal.

B) Offerors certify as a condition of award that they have not engaged in collusion with other vendors or anyone else in relation to the preparation and/or submittal of their proposal for this project.

C) Panola College reserves the right to award this contract in the best interest of the College. Panola College reserves the right to accept or reject any and/or all proposals, and to waive any and/or all formalities.

D) For questions and/or more information regarding this request for proposal, contact Karie Lindsay, Business Office, 903/693-2025.

VIII) PROPOSAL INFORMATION

A) Percentage of Gross Sales to be paid to Panola College:

Option #1 (Total Vending) ____________________________

Option #2 (To be awarded separately)

1. Snack Only __________________
2. Beverage Only __________________

B) As addressed in the Request for Proposal, are the following documents attached?

1) Personal History, if offeror is not a corporation.  Yes ____  No ____
2) Audited Financial Statement (current).  Yes ____  No ____
3) List of requested vending operations.  Yes ____  No ____
4) Credit and Financial References (5 each).  Yes ____  No ____
5) Statement of Inventory.  Yes ____  No ____
6) Proposed Items.  Yes ____  No ____

C) Has the offeror furnished a statement that if awarded, certificates evincing all required insurance types and limits as outlined under paragraph IV, “Insurance Requirements” will be provided?  Yes ____  No ____

D) Is statement of ability to provide the requested performance bond as required in II. G attached?  Yes ____  No ____

E) Is a bid bond or cashier’s check in the amount of $5,000.00 attached to this proposal in a separate envelope?  Yes ____  No ____

F) Can offeror provide Dr. Pepper and Big Red canned/bottled beverages?  Yes ____  No ____

G) Can offeror provide vending machines for the visually impaired?  Yes ____  No ____

H) Offeror agrees to comply with all the stated requirements in the request for proposal. Any exceptions must be stated in the proposal response.  Yes ____  No ____

I) Has one (1) original of the proposal been submitted with your response?  Yes ____  No ____

J) Has the certificate on non-collusion been signed? (Enclosure 6) Yes ____  No ____ If “No” was checked, state exceptions: ________________________________

K) Is a list of five (5) references included with bid?  Yes ____  No ____

L) Have you ever been convicted of a felony?  Yes ____  No ____ If “Yes,” please explain ________________________________

M) Do you owe any State of Texas franchise taxes?  Yes ____  No ____