



THE CITY OF SAN DIEGO

CORPORATE PARTNERSHIP PROGRAM

REQUEST FOR SPONSORSHIP

Snack Vending Machine Category

Introduction

The City of San Diego ("City"), through its Corporate Partnership Program, Office of the Mayor, is issuing this Request for Sponsorship ("RFS") to identify a company that is interested in developing a Partnership with the City in the Snack Vending Category.

The company must be in the snack vending business and be capable of providing a variety of snacks (including healthy choices that meet specified nutrition standards) through vending machines at multiple locations on City properties including City office buildings, parks and recreation centers. The company must present clear evidence that it is a competent and qualified company capable of providing the products and services outlined in this RFS.

Partnership Criteria

To be considered for this partnership with the City, a company must submit a proposal addressing the following criteria and demonstrating that it is a company qualified and capable of achieving the City's goals for this partnership:

1. FINANCIAL RETURN

Provide a financial return to the City

- Revenue potential can include revenue share, third-party partnerships, annual sponsorship or guarantees
- Include vend rates of snacks along with commission rate (net or gross defined) to be paid to the City

2. EQUIPMENT REQUIREMENTS

Ability to install 100 or more snack vending machines at City facilities and locations as identified by the City. Current and potential locations are listed in Attachment A. All vending machines must meet the following requirements:

- Machines must be latest technology including features such as:
 - bill changer
 - Credit or debit capability in specified locations
 - Energy Star efficient
 - unit sales counting capabilities
 - aesthetically acceptable to the City
- Adequate enclosure or protection in high-vandalism areas
- Company is responsible for any expenses associated with installation, vandalism, meeting ADA requirements, and potentially reimbursing the City for energy costs associated with the machines.
- Provide timeline for completion of vending machine installation. Provide plan for expanding the number of vending machine locations over the term of the partnership.

3. EQUIPMENT MAINTENANCE AND REPAIR RESPONSE TIME

Provide an exceptional level of customer service

- Include a description of your company's service processes
- Provide minimum response times for service calls
- Describe how your company will maintain consistently stocked machines
- Reliable equipment and prompt maintenance

4. PRODUCT

Stock vending machines with a variety of quality snack products including 50% "healthy" options that are consistent with nutritional standards as set forth in Attachment B. Provide product lists. City of San Diego will have final approval over product offerings.

5. SALES REPORTS

Ability to provide monthly sales reports to the City including support for and calculation of payment to the City and ability to verify sales if requested by City, including audit and inspection of records by City. Provide a sample monthly sales report in this document.

6. CITY CONTRACTING LAWS AND STANDARD CONDITIONS

Agree to standard City terms and conditions as set forth in Attachment C.

7. QUALIFICATIONS/REFERENCES

- Provide the number of years your company has been in business, the total number of employees, size of service staff, and all other information pertinent to your company's qualifications for this partnership opportunity.
- Provide prior experience of your company in providing snack vending services to other organizations or companies including sufficient detail to demonstrate the relevance of such experience. If applicable, please include programs similar in scale to the one described herein that your company has done for other organizations.
- Provide a minimum of 3 client references with similar requirements for which your company has successfully provided snack vending services.

Benefits to Snack Vending Partner

The following is a list of the primary business and marketing rights, benefits and opportunities that are available to the Partner chosen for this business category:

1. The right to be the main provider of snack vending machines on City property*
2. The right to be designated as the "Official Snack Vending Partner (or a similar designation) of the City of San Diego"
3. The right to use said designation in all written and electronic marketing and promotional initiatives in the San Diego market
4. The opportunity to have a logo presence on various pages of the City's external and internal websites
5. The opportunity to develop promotional or revenue initiatives on snack machine vend fronts on City property for the purpose of generating sales or revenue. All programs must comply with the City of San Diego's Sign Ordinance
6. The opportunity to donate product to City related events or programs with appropriate recognition

**Some locations have snack machines or snack options currently in place—the City will identify a time for replacement of these prior to finalizing an agreement.*

The City encourages potential Partners to suggest additional business and marketing benefits that will also achieve their marketing goals and objectives in San Diego and in regional and other target markets. All rights and benefits are applicable only to this business category.

Term

The term of this agreement will not exceed five (5) years.

Submission of Proposals

Interested companies should submit hard copy, double-sided proposals to the City no later than 4:00pm PDT on January 13, 2011. Proposals that do not sufficiently address all the items from 1-7 above will not receive consideration.

Please provide a minimum of 3 copies in a sealed envelope referencing City of San Diego Snack RFS and your company name on the outside of the envelope, sent to the attention of:

Corporate Partnership Program
City of San Diego
202 C Street, MS9
San Diego, CA 92101

Proposals may also be hand-delivered to the City Administration Building, 9th Floor.

Please call 619-236-5900 or email corporatepartnership@sandiego.gov no later than 4:00 pm PDT on January 13 to confirm receipt of your documents.

PROPOSAL EVALUATION

Upon completion of the City's evaluation of the submitted proposals, the City may request a final interview and presentation from one or more finalists. The City will, in its sole discretion, choose the company it determines will best meet the City's objectives for this partnership, on both an operational and a financial basis. The City reserves the right to select a partner based on its review of the submitted proposals, without requiring interviews or presentations.

Contact

Questions can be emailed to:

corporatepartnership@sandiego.gov

Attachment A:	Current and Potential Locations
Attachment B:	Nutritional Standards Snacks
Attachment C:	City's Contracting Laws and Standard Terms

ATTACHMENT A:

CURRENT & POTENTIAL List of Snack Vending Locations

Below are current, past and potential locations in the City for snack-only vending machines. In 2002, the City of San Diego had its highest number of vending machines (beverage) totaling 454 machines in over 100 locations, as reported by Pepsi, Co. These areas include public, private and privileged access City owned areas. Please note that this document is meant to demonstrate snack vending machine site potential but more sites may be suggested.

CURRENT

Allied Gardens Recreational Center

Canyonside

Carmel Mountain Recreational Center

Carmel Valley

Central Library

Colina del Sol Recreational Department

Developmental Services Center

Doyle Recreational Center

Encanto Park Recreational Center

Environmental Services

- Administration
- Miramar Landfill

Fire Prevention

Kearney Mesa Recreational Center

Linda Vista Recreational Center

Martin Luther King Jr. Recreational Center

Mira Mesa Recreational Center

Mission Beach Recreational Center & Community Council

Nobel Park and Recreational Center

North Clairemont Recreational Center

- Cadman
- North Clairemont

Ocean Air Recreational Center

Ocean Beach/Cabrillo Recreational Center

Otay Mesa Recreational Center

Paradise Hills Recreational Center

Penn Athletic Field Recreational Center

Print Shop

Public Utilities Department (PUD)

- Employee Training & Development Center
- Alvarado Water Treatment Plant

Public Utilities Department (PUD) cont.

- Alvarado Filtration Plant
- Cholas Water Operations
- Customer Support Division
- Headquarters, MOC II
- Headquarters, MOC III
- Metro Bio-solids Center
- MOC II
- Point Loma Wastewater Treatment
- Pump Station 1
- Pump Station 2
- Pump Station 64
- South Bay Water Reclamation
- WW Collections, MOC I

Rancho Bernardo Recreational Center

Rob Field Recreational Center

- Recreational Center Building
- Skate Park

San Carlos Recreational Center

San Ysidro Recreational Center

- Community Center
- Chavez Center

Serra Mesa

South Bay Recreational Center/Robert

Egger Park

- Recreational Center
- Teen Center

South Clairemont

Southcrest Recreational Center

Standley Recreational Center

Tecolote

Tierrasanta Recreational Center
War Memorial Building
Willie Henderson Recreational Center

PAST & POTENTIAL

Chollas Operations Center

City Attorney

- Civil
- Criminal

City Council Offices

Collina Del Sol Recreational Center

Fleet Services 2

La Jolla

- Kate Sessions Park
- Prospect

Mayor's Office

Miramar Water Treatment

Montgomery Field Airport

Police Department

- Auto Maintenance Division
- Central Division
- Eastern Division
- Mid-City Division
- Northern Division
- Northeastern Division
- Northwestern Division
- Police Pistol Range
- Southern Division
- Swat and Canine Administration
- Traffic Division
- Western Division

Purchasing

Public Utilities Department (PUD)

- MOC III
- North City Water Reclamation
- Point Loma Wastewater Treatment
- Alvarado Lab

Risk Management

Rose Canyon Operations

Torrey Pines Golf Complex

Transportation

- Equipment
- Parking Management

Water Operations

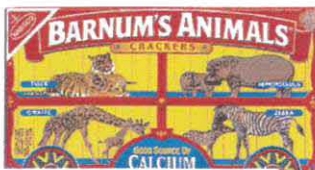
Healthy Vending Choices



Nutritional Standards Snacks

- Not more than 250 calories
- Not more than 35% calories from fat (except nuts/seeds)
- Not more than 10% calories from saturated fat
- No trans fat
- Not more than 35% from sugar

Animal Crackers



Welch's Fruit
Snacks



Quaker Chewy
Granola Bar



Tiger Milk Bars



Blue Diamond Almonds



Sun-Maid Raisins



Nutri-Grain Bars



Orville Redenbacher's
94% Fat Free
Popcorn



Mr. Nature Unsalted Trail Mix



Starkist Tuna Lunch-To-Go



David's
Sunflower
Seeds

These Nutritional Standards are based on standards set by the California SB 19, the Pupil Nutrition, Health, and Achievement Act of 2001, SB 12, the School Nutrition Standards, and recommendations from the San Diego Nutrition Network.

ATTACHMENT C

City Contracting Laws & Standard Conditions Applicable to Marketing Partnerships

Section 7. Compliance with City Contracting Laws

- 7.1 Americans with Disabilities Act. Partner agrees to comply with Council Policy 100-04, which establishes that all City contractors, including but not limited to construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act. Council Policy 100-04 is by this reference incorporated into this Agreement.
- 7.2 Drug Free Workplace. Partner agrees to comply with Council Policy 100-17 that requires all City construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by the City. Council Policy 100-17 is by this reference incorporated into this Agreement.
- 7.3 Equal Employment Opportunity Outreach Program. Partner shall comply with the requirements of the City's Equal Employment Opportunity Outreach Program as described in San Diego Municipal Code (SDMC) sections 22.2701 through 22.2708, and shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Partner shall provide equal opportunity in all employment practices. Partner shall ensure that its subcontractors comply with the City's Equal Employment Opportunity Outreach Program requirements. Nothing in this Section shall be interpreted to hold Partner liable for any discriminatory practice of its subcontractors.
- 7.4 Non-Discrimination in Contracting Ordinance. Partner shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Partner shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Partner understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Partner and any subcontractors, vendors, and suppliers shall contain this language.
- 7.5 Compliance Investigations. Upon the City's request, Partner agrees to provide to City, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Partner further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance as described in SDMC sections 22.3501 through 22.3517. Partner understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in remedies being ordered against it up to

and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Partner further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.

- 7.6 Equal Benefits Ordinance. This Agreement is subject to City's Equal Benefits Ordinance (SDMC §§ 22.4301 -22.4308) requiring that the City contract only with contractors offering the same employment benefits to employees with spouses and employees with domestic partners. Partner certifies that it will: provide and maintain equal benefits as defined in SDMC § 22.4302 for the duration of the Agreement; notify employees of the availability of equal benefits at the time of hire and during open enrollment periods; post notice of the availability of equal benefits in an area frequented by employees; and provide City access to documents and records demonstrating compliance with the Ordinance. Failure to maintain equal benefits is a breach of this Agreement.

Section 8. Insurance

- 8.1 Insurance. Partner shall maintain, at its own expense, the following types of insurance coverage during the Term, including any renewal or extension, of the Agreement:

- 8.1.1 Commercial General Liability Insurance ("CGL") written on an occurrence basis which shall cover liability arising from any and all personal injury or property damage in the amount of at least one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 8.1.2 Commercial Automobile Liability Insurance for all of the Partner's automobiles, including owned, hired or non-owned automobiles ["any auto"]. Partner shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form, or an equivalent form providing coverage at least as broad, for bodily injury and property damage for a combined single limit of one million dollars (\$1,000,000) per occurrence.
- 8.1.3 Worker's Compensation Coverage for all of Partner's employees who are subject to the Agreement and to the extent required by applicable state or federal law, Partner shall keep in full force and effect, a Worker's Compensation policy. That policy shall provide a minimum of one million dollars (\$1,000,000) of employer's liability coverage, and Partner shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials (if applicable), officers, employees, agents or representatives.

- 8.2 Insurer Requirements. All insurance required by the express provision of the Agreement shall be carried only by insurers rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide, that are licensed to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California, is shown on the current List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meets the rating requirements.
- 8.3 Coverage. This insurance shall cover all of Partner's employees engaged in the performance of the Agreement. Partner shall require that all its subcontractors engaged in the performance of the Agreement maintain similar levels and limits of insurance coverage.
- 8.4 Additional Insured. Partner shall name the City as an additional insured on all general and automobile liability policies required herein. The policies shall be primary and non-contributory to any insurance, as it relates to the City's operations, that may be carried by the City, as reflected in a certificate, which shall be submitted to the City.
- 8.5 Certificates. Partner shall, within ten (10) days of execution of the Agreement, furnish the City with certificates of insurance for coverage as required herein. Companies writing the insurance under this article shall be licensed to do business by the State of California. All certificates for each insurance policy required by this Article shall be signed by a person authorized by that insurer.
- 8.6 Notice of Cancellation. The certificates shall provide that thirty (30) days prior written notice of cancellation of the insurance to which the certificates relate shall be given to the City.

Section 9. Indemnification

- 9.1 To the extent allowable by law, City agrees to indemnify and hold harmless Partner, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorneys fees and disbursements), arising out of: (1) the failure of City, its employees or agents, to comply with the terms and conditions of the Agreement; (2) the negligent acts or omissions of City, its employees, agents, or subcontractors; (3) Partner's use of City's Marks as authorized by the Agreement; or (4) the services performed or actions taken by City, its employees or agents, in connection with the Agreement.
- 9.2 To the extent allowable by law, Partner agrees to indemnify, defend, and hold harmless City, its officers, directors, agents and employees from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of: (1) the failure of Partner, its employees or

agents, to comply with the terms and conditions of the Agreement; (2) the negligent acts or omissions of Partner, its employees, agents, or subcontractors, (3) City's use of Partner's Marks as authorized by the Agreement; or (4) the services performed or actions taken by Partner, its employees or agents, in connection with the Agreement.