

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL No.: 21-22-07

MULTI-YEAR VENDING MACHINE AGREEMENT

LAS POSITAS COLLEGE

**Proposal Due:
Wednesday May 4, 2022 at 2:00 p.m.**



**Return Proposals To:
Return Proposals To: Marie Hampton, Purchasing Manager
Purchasing & Warehouse Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568**

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RFP No. 21-22-07

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BACKGROUND:

The Chabot-Las Positas Community College District is a public, two-year California Community College District founded in 1961 serving the San Francisco Bay Area, particularly southern Alameda County, through its two colleges: Chabot College in Hayward; and Las Positas College in Livermore. The Colleges specialize in providing education services for four-year university transfers, technical training, continuing education, contract education with local businesses and community cultural enrichment. The District serves in excess of 20,000 students and employs more than 1,200 faculty members and staff. A seven-member elected Board of Trustees sets policy for the District.

Las Positas College is located 40 miles southeast of San Francisco, amid one of California's fastest growing regions for business, science, and technology. Gently rolling hills and picturesque vineyards provide the scenic background for the College's 147-acre campus. Las Positas College currently enrolls nearly 10,000 day and evening students. The College offers curriculum for students seeking career preparation, transfer to a four-year college or university, or personal enrichment.

The Chabot-Las Positas Community College District contracts with a commercial firm to operate a food and beverage vending services program at Las Positas College.

I. CURRENT FOOD SERVICES OPERATIONS:

The following data related to the current vending services program is provided for bidder's information:

Annual Sales:

The current vending services contractor has reported the below are the latest gross sales figures.

Location	Building	Product	Total
English Center	400	Bottle Beverage	\$3,757.65
English Center	400	Snacks	\$7,518.00
Lecture, Computer Labs, Auto, Welding Smog Referee	800	Bottle Beverage	\$458.25
Campus Safety	1700	Bottle Beverage	\$95.05
Multi-Disciplinary Education Building	2400	Bottle Beverage	\$2,056.25
Physical Education Complex - 1st Floor	2500	Bottle Beverage	\$1,741.95
Physical Education Complex - 1st Floor	2500	Bottle Beverage	\$444.15
Physical Education Complex - 1st Floor	2500	Bottle Beverage - No Carb Bev	\$1,139.75
Physical Education Complex	2500	Snacks	\$3,222.25
Behind Mertes Center for the Arts	4000	Bottle Beverage	\$948.35
Mertes Center for the Arts - 2nd Floor	4000	Bottle Beverage - No Carb Bev	\$742.60
		Total	\$22,124.25

Annual Commission Payments:

The current vending services contract includes a requirement for payment of a 28.1% commission amount based on Gross Sales.

Vending Services Calendar:

Las Positas College offers credit instruction during a Fall and Spring Semester and a six-week Summer Session. College students are not on campus on normal holidays, during Christmas and New Year's Day, during a one-week Spring Recess, and a four-week summer recess period. College staff are on campus during non-holiday periods when classes are not in session.

Vending Machine Locations:

The College requires that the Vending Services Contractor will, at minimum, provide vending services in the locations currently serviced. **The College is interested in pursuing the expansion of the Vending Services Program to additional campus locations.** The preparation of new vending machine locations, including providing required utilities, will be at the District's expense.

Beverage Brand Pouring Rights

The Chabot-Las Positas Community College District may enter into an exclusive contract with a beverage bottling company requiring only their beverages brands be sold or vended at Las Positas College. The successful Vending Services Contractor will be bound by all terms and conditions of this contract as they relate to the Vending Program at Las Positas College.

II. SCOPE OF PROPOSAL:

The Chabot-Las Positas Community College District is soliciting Proposals for a multi-year term vending services contract for its Las Positas College.

The District is interested in having the successful Contractor make, at its own expense, improvements to the College's vending machine program to expand the number and variety of vending machines, comply with the California's 5 A Day Healthy Vending Program, enhance the appearance of vending machines and areas; making the Program more inviting to College students, faculty, staff and visitors.

Please describe in detail the vending services program that you are proposing to install and operate at Las Positas College.

If you are proposing to make physical improvements to the vending machine area's environment, include a detailed floor plan of the area, a complete description of the improvements that are proposed.

III. COMPENSATION TO DISTRICT:

It is the intention of the District to have the Contractor pay all commission amounts directly to the College in support of their various authorized programs and activities. The monthly commission payment shall be a percentage of gross vending sales, and shall not be lower than the commission currently paid. The Contractor shall also guarantee a minimum annual commission amount that does not relate to annual sales. The monthly commission percentage and the minimum annual guaranteed commission amount may be offered at different percentages and/or amounts for each year of the contract period.

What commission percentage of total gross vending machine sales do you guarantee to pay to Las Positas College on a monthly basis during each year of the contract period? What annual minimum guaranteed commission do you propose to pay to Las Positas College during each year of the contract period?

IV. TERM OF AGREEMENT:

The original term of this Agreement shall be for a period of three (3) years from the date of execution of contract documents. The District shall also have the right to extend this Agreement for two (2) additional one-year periods at a Monthly Commission Rate/Annual Guaranteed Commission Amount that is mutually agreeable to the District and Contractor. The total length of the contract, including extensions, will not exceed five (5) years. Agreement shall begin on July 1, 2022 with pricing to be held firm per RFP submission.

V. CONTRACTOR RESPONSIBILITIES:

- A. The Vending Services Contractor shall provide, at its own cost, all vending machines required to successfully complete contract obligations. All vending machines shall be new, or shall be in "like new" condition.
- B. The Vending Services Contractor shall comply with all County health standards relating to food and beverage vending services.
- C. The Vending Services Contractor shall be solely liable for, and shall pay at its sole expense, all taxes lawfully assessed in connection with or arising out of this Contract, including, but not limited to, State Franchise Sales tax, and any County or City Property Taxes or special assessments.
- D. The Vending Services Contractor shall procure and maintain in effect Public Liability Insurance and Products Liability Insurance with limits of \$1,000,000 single person and \$5,000,000 aggregate coverage. The Contractor shall furnish a Certificate of Insurance naming the Chabot-Los Positas Community College District and Las Positas College as additional insured.

- E. The Vending Services Contractor shall be responsible for the regular cleaning of all vending machines and immediately adjacent areas. Cleaning shall include but not be limited to trash and food or beverage spills.
- F. The Vending Services Contractor shall obtain advance written approval from the College for all proposed changes of the vending equipment and contents
- G. The Vending Services Contractor shall consult with the College regarding the retail sales prices of food and beverage items. Retail sales prices shall be comparable to those found in the immediate geographical vicinity of the College.
- H. The Vending Services Contractor shall perform all services as an independent contractor, and shall discharge all of its liabilities as such. No acts performed, or representations made either orally or in writing, by the Contractor to third parties shall be binding on the District.
- I. The Vending Services Contractor shall restock vending machine retail products with a frequency that will guarantee product freshness and will ensure that vending machines do not run out of resale products.
- J. The Vending Services Contractor will arrange with the College's Food Services Contractor to have refunds resulting from vending machine malfunctions made by Food Service Cashiers.
- K. The Vending Services Contractor will provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency wherever possible.

VI. DISTRICT/COLLEGE RESPONSIBILITIES:

- A. The District/College will provide to the Contractor such space and areas as are required for the placement of vending machines.
- B. The College/District will directly pay the monthly cost of all utilities required for vending machine operation.

VII. ASSIGNMENT:

The Vending Services Contractor shall not assign the Vending Services Agreement, or any part thereof, to a third party without the express written consent of the District.

VIII. ADVERTISING AND PROMOTION:

In no instance shall the District and/or Las Positas College name(s) be used by the Contractor in connection with any advertising or promotions without the specific written consent of the District.

IX. **TERMINATION:**

- A. In the event that the Contractor fails to carry out or comply with the terms or conditions of the Agreement, the District reserves the right to demand remedy of any such failure or default within ten (10) days of notice. Failure by the Contractor to remedy the condition specified may result in immediate unilateral termination of the Agreement by the District.
- B. The District or Contractor may unilaterally terminate the Agreement upon ninety (90) days written notice to the other party.

X. **REQUEST FOR PROPOSALS:**

A. **PROPOSALS SUBMISSION:**

Proposals should be clearly labeled “**RFP No. 20/21-07, “Vending Machine Agreement Las Positas College”** and delivered to CLPCCD.

Chabot-Las Positas Community College District
Business Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568
Attn: Marie Hampton, (Purchasing)
Email mhampton@clpccd.org

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN: Wednesday May 4, 2022 by 2:00 P.M. Any proposals received after **2:00 P.M. May 4, 2022** will not be considered and will be returned unopened. Due to current ACDPH guidelines, the CLPCCD District Office is not open for normal access/delivery therefore UPS, FedEx, and USPS deliveries are not regularly received. On (Date Bid Due), Bill Pagano will be on site from 8:00AM to 2:00PM to accept bids. Please plan accordingly for time prior to 2:00PM to call (925) 485-5215 on arrival for bid acceptance.

All submittals become the property of the Chabot-Las Positas Community College District.

Questions. Questions are to be submitted by email to Bill Pagano, Buyer, e-mail bpagano@clpccd.org on or before **2:00 p.m., Friday, April 22, 2022**. CLPCCD shall not be obligated to answer any questions received after this deadline or submitted in a manner other than as instructed above. Proposers are instructed not to contact District or College personnel in any other manner concerning this RFP. At District's sole discretion, unauthorized contact may be grounds for disqualification of a proposer. Written responses from the District will be posted on the website as addenda by **Thursday, April 28, 2022 4:00 p.m.** at: <http://www.clpccd.org/business/RFP-2-12.php>

B. PRE-PROPOSAL CONFERENCE:

A Mandatory Pre-Proposal Conference and facility tour will be conducted Monday April 18, 2022 at 10:00 a.m. beginning in the courtyard outside Building 1600, Student Services and Administration, at Las Positas College, 3000 Campus Hill Drive, Livermore, California 94551. In order for your proposal to be accepted and considered, a representative of your company must attend this mandatory meeting.

C. REFERENCES:

All bidders shall include references from the owners of two (2) or more institutional vending services operations they have successfully operated for similarly sized commercial or public agency accounts. Required reference information shall include the Organization's name, location addresses, Contact person and phone number. Contact persons shall be the organization's executives, administrators and/or managers responsible for the administration of the vending services program.

D. CORPORATE AND FINANCIAL INFORMATION:

All proposers may be required to provide the following information and documents during the evaluation period.

- A detailed description of the company's corporate or other organizational structure.
- A chronological history of the operation of the company during the past five (5) years, including major vending services customer accounts, the size of the accounts, etc.
- Copies of the company's last two (2) audited, annual financial statements.

XI. EVALUATION OF PROPOSALS:

The District will subjectively evaluate all proposals received. The evaluation process will include, but will not be limited to, consideration of the following criteria:

- A. The thoroughness of the Contractor in responding to this Request for Proposal.
- B. The recent documented experience of the Contractor in successfully operating a Vending Services Program of the type described in this Request for Proposal.
- C. The general appeal of all aspects of the proposed vending services program to the Evaluation Committee.
- D. The financial condition and stability of the Contractor.
- E. The compensation / commission payment structure proposed by the Contractor.
- F. Meet or exceed the requirements of the California 5 A Day Healthy Vending Program and Energy Star Program efficiency specifications.
- G. The results of inspection and evaluation visits by District and College staff of other vending services programs operated by the bidder.

The District, after reviewing all proposals, may select a limited number of finalists for interview by a College selection committee. Further information regarding the vending services program proposed by the respondent, the respondent's past vending services experience and references may be required at that time. The selection committee may choose to make an on-site visit of other vending services programs operated by any or all of the finalist proposers for purposes of evaluation.

California 5 a Day—
VENDING MACHINE FOOD STANDARDS

Mandatory Nutrition Standards

At least 50 percent of foods served in vending machines should meet the following nutrition standards:

1. Have no more than 35 percent of its calories from total fat (not including nuts and seeds).¹
2. Have no more than 10 percent of its calories from saturated fat.¹
3. Have no more than 35 percent sugar by weight (not including fruits or vegetables).¹

Recommended Nutrition Standards

At least 50 percent of foods served in vending machines should meet the following nutrition standards:

1. Have no more than 360 milligrams (mg) of sodium per serving.²
2. Contain at least 2 grams (g) of dietary fiber per serving.
3. When a standard becomes available, limit trans fats.³

Mandatory Pricing/Placement Standards

1. Food items meeting the mandatory/recommended nutrition standards must be sold at a price that is equivalent to or lower than the price of the remaining items within the vending machine that do not meet these nutrition standards.
2. Food items meeting the mandatory/recommended nutrition standards must be placed within the top third of the vending machine so that they are visible at eye level.

VENDING MACHINE BEVERAGE STANDARDS

Mandatory Nutrition Standards

At least 50 percent of beverage vending machine offerings must include:

1. Beverages that contain 100 percent fruit or vegetable juice with no added sweeteners.¹
2. Water.¹
3. Nonfat or 1% low-fat milk.¹
4. Beverages that are limited to a portion size no greater than 12 ounces (no limit on water).

Note: If juices are available in smaller-sized portions (6 ounces), they would be preferred.⁴

Mandatory Pricing/Placement Standards

1. Beverages meeting the mandatory/recommended nutrition standards must be sold at a price that is equivalent to or lower than the price of the remaining beverages within the vending machine that do not meet these nutrition standards.
2. Beverages meeting the mandatory/recommended nutrition standards must be placed within the top third of the vending machine so that they are visible at eye level.

- 1 SB 19 Standard
- 2 FDA definition for "healthy" food label claim
- 3 IOM report entitled "Dietary Reference Intakes: Guiding Principles for Nutrition Labeling and Fortification"
- 4 SB 19 School Nutrition Consensus Panel

Healthy Vending Machine Options

Non-Refrigerated Healthy Vending Machine Options

- Canned fruit cups
- Dried fruits, such as raisins, apricots, and apples
- Pretzels
- Baked chips
- Lowfat popcorn
- Whole grain crackers
- Lowfat granola bars
- Lowfat, whole grain cereals
- Lowfat, whole grain cereal bars
- Trail mix
- Graham crackers
- Animal crackers
- Plain and salted nuts
- 100% fruit leather
- Fig bars
- Salsa with baked tortilla chips

Refrigerated/Frozen Healthy Vending Machine Options

- Vegetables, such as baby carrots, broccoli florets, and celery sticks
- Fresh fruit salads
- Fresh vegetable salads with lowfat or fat free dressing
- Packaged fruit slices (such as sliced apples)
- Nonfat yogurt
- Nonfat cottage cheese
- Sandwiches made with vegetables and/or lean meats on whole grain bread
- Frozen 100% fruit bars
- Water
- 100% fruit juice
- 100% vegetable juice
- Nonfat or 1% low-fat milk

ATTACHMENT B

Chabot Las-Positas Community College District
General Provisions for Work and Services
For Purchase Order # _____

This Agreement for _____ services is made by and between _____
(Contractor) and the Chabot-Las Positas Community College District (District) as of _____.

1. **TERM:** This Agreement is effective _____ and will continue until _____. The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement with 30 days written notice to the other party.
2. **SERVICES:** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the District Services as described in the Purchase Order and/or Contractor's bid proposal and made a part of this Agreement. Contractor agrees to keep the District regularly informed of the progress of work performed under this Agreement. The District has the right to approve personnel assigned to perform these services.
3. **COMPENSATION:** The District will pay Contractor as specified in the Purchase Order. No increase in amount or scope of services is authorized without formal written amendment to this Agreement.
4. **TERMINATION:** This Agreement may be terminated by the District, at its sole discretion, upon ten-day advance notice thereof to the Contractor or canceled immediately by written mutual consent. In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.
5. **CONFLICTS OF INTEREST:** To avoid any potential conflict of interest problems, Contractor represents that it does not employ or retain the services of any spouse or family member of any District employees, nor has it furnished any financial compensation for the pursuit of business with the District.
6. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. Contractor will assign the Contractors it proposes to use.

Contractor shall be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of Contractor's employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and Contractor or any employee or agent of Contractor. Each and every person providing services to the District under this Agreement shall, at all times, remain an employee of Contractor. Contractor's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the District, nor shall they be entitled to overtime pay from the District. Contractor is solely responsible for paying all necessary State or Federal tax for itself and its employees. The District will make no State or Federal unemployment insurance or disability insurance contributions on behalf of the Contractor and/or its employees. Neither Contractor nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of the District may otherwise have in the event of termination of this Agreement.

7. The District further understands and agrees that Contractor is engaged in an independent business and the District shall have no right to direct or control in any way or to any degree the manner of Contractor's performance hereunder. Contractor understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the District or create any obligation, express or implied, on the part of the District.

8. **NON-ASSIGNABILITY**: This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.
9. **INDEMNIFICATION**: The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees. The District shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents, servants, employees or subcontractors hereunder.
10. **FORCE MAJEURE**: Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.
11. **COMPLIANCE WITH APPLICABLE LAWS**: Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective business or profession. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid local business licenses that are required.
12. **NON-DISCRIMINATION**: Contractor agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein.
13. **WARRANTY**: Contractor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession, and shall furnish all labor, supervision, materials, equipment and supplies necessary therefore.
14. **INSURANCE**: Contractor shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general liability insurance coverage in the amount of \$1,000,000 per occurrence and in the aggregate for all claims made during any one policy year. Contractor shall, upon request of the District, provide proof that the services provided are covered under its policy and that the District is named or fully covered as an additional insured.
15. **WORKER'S COMPENSATION INSURANCE**: Contractor agrees to comply fully with all provisions of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Contractor performing this Agreement files a worker's compensation claim against the District, Contractor agrees to defend and hold the District harmless from such claim.
16. **ENTIRE AGREEMENT; NO WAIVER**: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set

forth herein. Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision. When there is a conflict between the Contractor's bid proposal Terms and Conditions and the District's, the District's shall supersede.

17. **OWNERSHIP OF WORKS FOR HIRE:** All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
19. **VENUE:** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
20. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
21. **ATTORNEYS FEES:** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
22. **CAPTIONS:** The captions used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
23. **COUNTERPARTS:** This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.
24. **SEVERABILITY:** If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

**Las Positas College
Current Vending Machine Locations**

Address	Building Location
Current	English Center, Building 400, Bottle Beverage
Current	English Center, Building 400. Snacks
Current	Computer Labs, Auto, Welding, Smog Building 800, Bottle Beverage
Current	Campus Safety, Building 1700, Bottle Beverage
Current	Multi-Disciplinary Education Building 2400, Bottle Beverage
Current	Physical Education Complex-1 st Floor Building 2500, Bottle Beverage
Current	Physical Education Complex-1 st Floor Building 2500, Bottle Beverage
Current	Physical Education Complex-1 st Floor Building 2500, Bottle Beverage
Current	Physical Education Complex Building 2500, Snacks
Current	Mertes Center for the Arts Building 4000, Bottle Beverage
Current	Mertes Center for the Arts – 2 nd Floor Building 4000, Bottle Beverage
Future	
Future	
Future	
Future	
Future	
Future	
Future	
Future	
Future	
Future	
Future	

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says
that I am the _____ of _____, the
party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing
Bid Proposal, the undersigned declares, states and certifies that:

- 1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false
or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with
any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price, or that of any other bidder, or
to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to
secure any advantage against the public body awarding the contract or of anyone interested in
the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay, any fee to any person, corporation, partnership, company, association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)
I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
B. Establishing a drug-free awareness program to inform employees about all of the following:
(i) The dangers of drug abuse in the workplace;
(ii) Contractor's policy of maintaining a drug-free workplace;
(iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations;
C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20_____.
(City and State)

(Signature)

WORKERS COMPENSATION CERTIFICATE

I, _____ the _____ of _____, declare, state and certify that:
(Name) (Title)
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Services Provider’s Name)

By: _____
(Signature)