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Santa Ana College • Santiago Canyon College

Request for Proposal (RFP) #1243

Exclusive Beverage Pouring Rights for

**Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706**

RFP Due: 2:00pm PDT, August 11, 2014

LATE PROPOSALS SHALL NOT BE CONSIDERED

Submit RFP To: RSCCD Purchasing Department
2323 N. Broadway - Suite 109
Santa Ana, CA 92706

Attention: Tracey Conner-Crabbe
Director of Purchasing Services
Email: conner_tracey@rsccd.edu

Refer Questions or Clarifications to: Tracey Conner-Crabbe
RSCCD Purchasing Department
Phone: (714) 480-7371
Email: conner_tracey@rsccd.edu

Last Day for Questions or Clarifications 5:00pm PDT, August 4, 2014

Table of Contents

	<u>Page</u>
Notice Calling for Request for Proposals (RFP)	4
Section I. Information for Bidders	5-8
Section II. Introduction/General Information	
A. Strategic Partnership	9
B. Definition of Terms	9-10
C. Marketing and Promotional Consideration	10
D. Partnership Opportunities	10-11
E. Service	11
Section III. Scope of Work	
A. Exclusive Rights Fee	12
B. Ongoing Duties of the Successful Bidder	12
C. Product	12-13
D. Scope and Specification of Equipment	13-14
E. Refunds	14
F. Terms of Payment – Collection	14
G. Special Considerations	15
H. License	15
I. Taxes	15
Section IV. General Conditions	
A. Schedule of Critical Dates	16
B. Term of Agreement	16
C. Obligation of Bidder	16
D. Communication and Clarification	16-17
E. Submission of Proposals	17
F. Oral Presentation	17
G. Assignment of Contract	17
H. Changes to Contract Terms	17-18
I. Termination	18
J. Ordinances, Laws and Regulations	18
K. Risk of Loss	18
L. Auditable Records	18
M. Evaluation and Award	18-19
Section V. Contents of RFP Response	
Tab 1 - Operations	20
Tab 2 - Service Plan	20

Table of Contents
cont'd

	<u>Page</u>
Tab 3 - RFP Price Form – Cost of Product and Commission	20-21
Tab 4 - RFP Signature Form	21
Tab 5 - Bidder Information, Personnel, References	21
Tab 6 - Additional Information	21
Tab 7 - Terms & Conditions and Draft Contract Documents	21
Tab 8 - Non-Collusion Declaration	22
Tab 9 - Subcontractors	22
Tab 10 - Workers' Compensation Certificate	22
 Section VI. Current Conditions	
A. Sales Summaries	23
B. Vending Program	23-24
C. Retail Sales Program	24
D. Fountain Sales Program	24
 Exhibits	
Exhibit A - RSCCD Locations & Campus Maps	25-27
Exhibit B - RFP Price Form	28-29
Exhibit C - RFP Signature Form	30
Exhibit D - Non-Collusion Declaration	31
Exhibit E - Workers' Compensation Certificate	32

NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

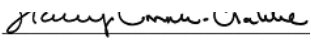
Project Description: RFP #1243 – Exclusive Beverage Pouring Rights

NOTICE IS HEREBY GIVEN that the Rancho Santiago Community College District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "RSCCD," invites bidders to submit proposals for the project described as: Exclusive Beverage Pouring Rights, RFP #1243.

DATE/TIME/LOCATION FOR SUBMITTAL OF RFP PROPOSAL: August 11, 2014 @ 2:00pm PDT, 2323 N. Broadway - Suite 109, Santa Ana, CA 92706

RFP documents are available at www.rscdd.edu/bidopportunities. All addendums will also be available on this website and Bidders are responsible to regularly check the website for addendums, if any. For further information contact Tracey Conner-Crabbe at (714) 480-7371 or conner_tracey@rscdd.edu.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: 
Tracey Conner-Crabbe
Director of Purchasing Services

Advertised: Orange County Register
July 21 & 28, 2014

SECTION I INFORMATION FOR BIDDERS

1. Preparation of RFP Form. Proposals shall be submitted on the described RFP Price Form and completed in full. All proposal items and statements shall be properly and legibly filled out. The signature(s) of all person(s) shall be in longhand and in ink.
2. Form and Delivery of RFP's. The RFP must conform and be responsive to all RFP Documents and shall be made on the RFP Price Form provided. A complete RFP, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to RSCCD at: 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the RFP deadline. The envelope shall be plainly marked in the upper left hand corner with the Bidder's name and address, the name of the Project, and the RFP number. **It is the Bidder's sole responsibility to ensure that its Proposal is received prior to the RFP deadline.** Any Proposal received after the scheduled closing time for receipt of RFP's shall be returned to the Bidder unopened.
3. Signature. Any signature required on RFP Documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. All proposals submitted must be signed by a person or persons duly authorized to sign on behalf of the Bidder's company.
4. Erasures, Inconsistent or Illegible Proposals. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the Proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the Proposal, words shall control numbers. In the event that RSCCD determines that any Proposal is unintelligible, illegible or ambiguous, RSCCD may reject such Proposal as being nonresponsive.
5. Examination of Site and Contract Documents. Each Bidder should fully acquaint themselves with the conditions relating to the required services and thoroughly examine all sites and be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, or to visit any of the sites and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. **To visit any or all sites, Bidder should make arrangements in advance by contacting Rhonda Langston, Director of Auxiliary Services at (714) 564-6431 or langston_rhonda@rsccd.edu.**
6. Withdrawal of RFPs. Any Proposal may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of Proposals. No Bidder may withdraw any Proposal for a period of ninety (90) days after the date set for the opening of Proposals.
7. Interpretation of Project Documents. If any Bidder is in doubt as to the true meaning of any part of the RFP Documents, or finds discrepancies in or omissions from the RFP Documents, a written request for an interpretation or correction thereof must be submitted to RSCCD by **August 4, 2014 at 5:00pm**. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the RFP Documents will be made solely at RSCCD's discretion and only by written addendum duly issued by RSCCD, and

a copy of such addendum will be hand delivered or mailed or faxed or electronically submitted to each Bidder known to have received a set of the RFP Documents. No person is authorized to make any oral interpretation of any provision in the RFP Documents, nor shall any oral interpretation of RFP Documents be binding on RSCCD. If there are discrepancies of any kind in the RFP Documents, the interpretation of RSCCD shall prevail. Submittal of a Proposal without a request for clarifications shall be incontrovertible evidence that the Bidder has determined that the RFP documents are acceptable and sufficient for bidding and performing the service; that Bidder is capable of reading, following and performing the service in accordance with the RFP documents; and that Bidder agrees that the project can and will be performed according to the RFP.

8. Award of Contract. RSCCD reserves the right to reject any or all Proposals to accept or reject any one or more items of the Proposal, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any Proposals or in the RFP process. The award of the contract, if made by RSCCD, will be by action of the Governing Board and awarded to the one responsible Bidder which is judged to offer the most advantages for RSCCD. In the event an award of the contract is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, RSCCD may award the contract to the second preferred Bidder or reject all Proposals.

9. Alternate Proposals. The Governing Board of RSCCD is not calling for alternate Proposals for this project.

10. RFP Evaluation and Clarification. RSCCD reserves the right to obtain clarification of any point in a Bidder's submittal or to obtain additional information. RSCCD reserves the right to conduct on RSCCD site, telephone or email, conversations with the Bidder to clarify proposals and other documents, ask questions or obtain additional information. The Bidder's inability to respond to this request may be cause of disqualification of their proposal.

11. Subcontractors. If a subcontractor will be used by Bidder to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.

12. Failure to Provide Requested Information. Failure of a Bidder to provide any required documentation or information requested in this RFP package may result in the rejection of their proposal.

13. Anti-Discrimination. In connection with all work and services performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Project by such Bidder.

14. Insurance Requirements. It is required that every vendor and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The vendor and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the vendor and contractor.

The Rancho Santiago Community College District shall be named as an additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies, documented by a written endorsement, and the policy must carry a 30-day cancellation clause.

Prior to commencing work, and continuing during the life of the project, vendor and contractor shall take out, and require all subcontractors, if any, to take out and maintain:

I. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

II. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. The vendor/contractor shall provide a waiver of subrogation.

III. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles.

IV. Professional Liability

If the vendor is a licensed architect, engineer, designer or other "professional", a Certificate of Insurance shall be supplied showing Errors and Omissions coverage in an amount not less than \$5,000,000 per claim, \$5,000,000 aggregate.

V. Umbrella or Excess Liability

If the vendor's and contractor's primary or underlying limits of coverage do not meet the requirements outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance.

VI. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A and be admitted in California. This can be amended by separate agreement by RSCCD.

15. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. RSCCD may request that such certificates and endorsements are completed on RSCCD provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with RSCCD prior to performing the work, the Workers' Compensation Certificate included as a part of the RFP Documents. Labor Code Section 1861.

16. Hold Harmless and Indemnification. The successful Bidder awarded the contract agrees to defend, indemnify, and hold harmless RSCCD, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of claim of liability for personal injury, bodily injury

to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of RSCCD, or loss or theft of such property, done or caused by such persons. RSCCD assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against RSCCD. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of RSCCD or any of its agents or employees.

17. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each Proposal must be accompanied by a Non-Collusion Declaration. This form is included with the RFP package.

18. Debarment. Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that RSCCD will be notified of any change in this status.

SECTION II
INTRODUCTION/GENERAL INFORMATION

A. STRATEGIC PARTNERSHIP

1. Rancho Santiago Community College District (RSCCD) invites you to join in creating a Beverage Partnership. This partnership will create new opportunities to provide substantial benefits for the RSCCD campuses and its beverage supply partner. This partnership will include pouring rights, sales of packaged beverages and vending. The successful Bidder will:

a. Supply the RSCCD campuses with various beverages including bag-in-the-box carbonated dispensed products, bottled and canned sodas, teas, juices, water, and sports drinks, and provide vending to the RSCCD campuses;

b. Supply, service and maintain like new state-of-the-art beverage dispensing machines, refrigerated merchandisers and vending machines;

c. Be awarded exclusive pouring rights throughout the RSCCD campuses;

d. Be awarded soft-drink advertising rights throughout the RSCCD campuses in accordance with RSCCD policy.

2. Rancho Santiago Community College District has one of the state's oldest community colleges, Santa Ana College, and also one of the newest, Santiago Canyon College. Centered in a growing and dynamic area, the District serves a population of more than 700,000 residents in the communities of Anaheim Hills, Garden Grove, Irvine, Orange, Santa Ana, Tustin and Villa Park.

3. Encompassing 24 percent of Orange County's total area (193 square miles), the District maintains eight facilities. In addition to Santa Ana College and Santiago Canyon College, these include Centennial and Orange Continuing Education Centers, the Digital Media Center, the Orange County Regional Fire Training Center, the Orange County Sheriff's Regional Training Academy and the District Operations Center.

4. The primary source supplier will enjoy 100% of the pouring rights.

B. DEFINITION OF TERMS

1. The designation and reference of **RSCCD** refers to Rancho Santiago Community College District, a political subdivision of the State of California. Reference to **Auxiliary** refers to Rancho Santiago Community College District - Auxiliary Services.

2. **Bidder** refers to companies which choose to submit proposals for pouring rights to provide beverage products on all sites.

3. **Bid** and **Proposal** shall be used interchangeably within this document.

4. **Contract** and **Agreement** shall be used interchangeably within this document.

5. **Beverage** refers to all carbonated and non-carbonated natural or artificially flavored non-

alcoholic beverages, including non-alcoholic beverages with nutritive or non-nutritive sweeteners, naturally or artificially flavored nonalcoholic fruit juices, fruit juice-containing drinks, fruit-flavored drinks (sweetened or non-sweetened), fruit punches and ades.

The term “beverage” does not include milk, flavored milk, beer (alcoholic, low-alcoholic and non-alcoholic), coffee, hot teas or hot chocolate.

6. **Exclusivity** is defined as the granting to the successful Bidder the exclusive right to make beverages available for sale and distribution on RSCCD campuses through vending and food service operations and the exclusive right to provide all beverages sold at athletic contests, booster club activities, and all other special events conducted at any location on the campuses.

Exclusivity is limited to sales and vending rights for fountain soda syrup, canned and bottled soda, fountain soda, isotonic drinks, individually packaged water bottles, and fruit-based drinks sold in all vending machines, retail, food service venues and athletic events at RSCCD. Exclusivity does not apply to non-RSCCD concessionaires and RSCCD Public-Private Partnership endeavors. RSCCD reserves the right to sell non-compete beverages (not a part of the Bidder’s product list) in its retail and food operations.

7. **Pouring Rights** granted upon award of the Agreement for exclusive pouring rights on the RSCCD campuses, the Bidder will have the opportunity to expose its products and influence the future purchasing patterns of a student population of over 53,000.

C. MARKETING AND PROMOTIONAL CONSIDERATION

1. RSCCD anticipates a beverage program agreement that grants to the Bidder specific and exclusive rights to sell, promote and advertise their products on the campuses of RSCCD. Due to the length of the contract and the scope of this request, significant promotional benefits will accrue to the Bidder. In recognition of these benefits the Bidder should show its commitment to the partnership both directly and indirectly in the form of financial support for RSCCD initiatives, special promotions, scholarships, sponsorship of events, products and promotional items.

2. Bidders should use Exhibit B - RFP Price Form to summarize proposed financial and other considerations.

D. PARTNERSHIP OPPORTUNITIES

1. RSCCD has developed overall target areas that it judges to be of value in an exclusive partnership agreement. Bidder should address both in general terms and to specific areas their expectation of interaction to make the partnership successful.

RSCCD Initiatives

a. As RSCCD approaches 100 years of commitment to education, it has identified several key initiatives.

1. Student Success
2. Visibility and Reputation of RSCCD
3. Sustainability

Marketing Opportunities

a. Throughout several campus facilities such as athletics, campus dining, and the bookstores, there exist powerful advertising and marketing opportunities. Bidder should explain in detail the commitment to effectively market and promote beverage sales through these venues.

Product Donations

a. Beverage suppliers have always donated products, equipment, promotional supplies, logo items and cash donations to RSCCD programs and events. RSCCD recognizes and supports the benefit of providing exclusive beverage program opportunities. The following lists several opportunities for logo identified cups, coolers, dispensers, hats, visors, shirts, etc., to be used by RSCCD. Should other RSCCD related clubs or organizations request similar types of products, the successful Bidder will be given first right of donation before another supplier's product is used. However, RSCCD cannot guarantee first right of refusal in all such circumstances.

E. SERVICE

1. RSCCD is committed to exemplary service. The integrity of a partnership is reliant upon open channels of communication and a commitment to resolve differences to the mutual agreement of both parties. To this end, RSCCD recognizes the need for regular interaction and has designated RSCCD's Director of Auxiliary Services as its point of contact. Bidder should describe the service and quality control procedures expected to administer the specifications associated with the exclusive rights for marketing and promotion and identify a point of contact.

**SECTION III
SCOPE OF WORK**

A. EXCLUSIVE RIGHTS FEE

1. For the proposed annual Exclusive Rights Fee for RSCCD the successful Bidder will receive:
 - a. Campus Food Services: Exclusive right to place branded packaged beverages and soft drink post mix fountain beverage dispensers in campus stores and campus dining. Supply, service and maintain new maximized energy efficient beverage dispensing machines and refrigerated merchandisers.
 - b. Beverage Vending: Exclusive right to provide beverage vending as outlined in Section VI Current Conditions, B - Vending Program. Supply, service and maintain energy efficient beverage vending machines.

B. ONGOING DUTIES OF THE SUCCESSFUL BIDDER

1. Throughout the entire term of the contract, the successful Bidder, as a minimum:
 - a. Must be willing and able to send a detailed quarterly sales report, to include sales by location, sales by machine, sales by product, and sales by container;
 - b. Shall provide quarterly phone calls to RSCCD's Director of Auxiliary Services and meet at least one time per year to discuss the operation in general, new trends, proposals, etc.;
 - c. Shall obtain and maintain at its own expense all necessary permits, licenses and other approvals required by law or its operation;
 - d. Shall only supply like new, state-of-the-art equipment, ensuring that it remains so throughout the term of the contract should there be a significant change in equipment technology;
 - e. Shall provide all necessary service and repair of their equipment within 24 hours; this service shall be available seven (7) days a week and at no cost to RSCCD.
 - f. Shall coordinate with RSCCD the time and route of all deliveries so as not to interfere with normal RSCCD operations;
 - g. Shall grant RSCCD or any of its duly authorized representatives, access to and the right to audit any records or other documents pertaining to the contract for a period of one year from the termination of this agreement.

C. PRODUCT

1. As part of the proposal, please provide your product list. RSCCD standards require that at least 25% of the beverages offered through campus vending machines meet accepted nutritional guidelines, as defined below, and that vending operators provide consumers, upon request, information about the nutritional value of food and beverages offered through its vending program.
 - a. **Accepted nutritional guidelines** means beverages that are the following, or meet the

following standards:

- Water
- Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving
- One hundred percent fruit juice
- Fruit-based drinks composed of no less than 50 percent fruit juice and that have no added sweeteners

b. **Added sweetener** means any additive that enhances the sweetness of a beverage, including, but not limited to added sugar, but does not include the natural sugar or sugars that are contained within the fruit juice that is a component of the beverage.

D. SCOPE AND SPECIFICATION OF EQUIPMENT

1. Carbonated Fountain Beverages:

- a. All dispensers must be equipped with locks and/or shut-off devices and, where necessary, separate water supply shut-off valves and water line filters.
- b. Syrup must be packaged in five (5) gallon B.I.B. (bag-in-the-box) containers and sealed in accordance with any and all health and sanitary codes.
- c. CO₂ tanks must be twenty (20) or fifty (50) pound capacity with capped faucet.
- d. RSCCD will determine the operating location on campus.
- e. Dispensers will be 5, 6 or 8 head, high volume machines. Dispenser motors should be at least 1/3 H.P. and completely self-contained. RSCCD will determine which size machine will go in each location.
- f. All beverage contact surfaces must permit easy and full disassembly for routine cleaning and sanitizing.
- g. RSCCD will supply all necessary electrical and plumbing hook-ups as required.

2. Iced Teas and Non-Carbonated Fruit-Base Beverages:

- a. Iced teas and non-carbonated beverages must be packaged in B.I.B. containers and sealed in accordance with any and all health and sanitary codes. These beverages may be dispensed through the carbonated beverage dispenser or through specialty beverage dispensers, at the supplier's discretion.
- b. These dispensers do not need to supply ice, provided they are located near a machine that does provide ice.
- c. All beverage contact surfaces, including concentrate area, mixing valves and dispensing nozzles must permit easy and full disassembly for routine cleaning and sanitizing.

3. Vending:

a. The successful Bidder will supply, install, service and maintain like new, state-of-the-art vending machines with built-in dollar changers. These machines must remain in top condition throughout the term of the contract. There are currently 27 vending machines located throughout RSCCD. We require at least that many machines. We are also requesting a suggestion of a percentage of card reading machines to be provided in the proposal.

b. RSCCD will mutually agree to the location of each machine and the successful Bidder will install at their expense.

c. RSCCD will mutually agree with the successful Bidder on the retail price of product sold in vending machines.

4. Retail Equipment:

a. The successful Bidder shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at RSCCD retail facilities.

b. All equipment supplied to support retail sales must be like new and remain state-of-the-art throughout the term of the contract.

c. RSCCD will supply all necessary electrical installations and a concrete pad if required for proper placement of the machine at each location.

E. REFUNDS

1. The successful Bidder will be responsible to provide refunds, and must provide an identification number and decal on each machine with refund information and the telephone number for emergency service.

2. The successful Bidder will be responsible for establishing a process for refunding monies lost due to malfunctions of vending machines with the Student Business Office.

F. TERMS OF PAYMENT - COLLECTION

1. The successful Bidder will be responsible for servicing and collecting money from each vending machine. As an example of payment to RSCCD, a profit sharing plan may be used such as a monthly payment based on a percentage of adjusted gross sales (selling price less merchandise cost, sales tax and CRV). The information will be submitted to RSCCD on a monthly basis. Thus, the Bidder is requested to explain **how the commission will be paid** and the **percentage** that will be submitted to RSCCD. Is the commission derived from meter readings or cash receipts? The Bidder through a bonded employee shall make all collections from the vending machines.

2. The successful Bidder must keep and maintain an accurate account of records of sales and collections from the vending machines. These items along with other management reports, which RSCCD may reasonably require, will be made available to RSCCD upon request.

G. SPECIAL CONSIDERATIONS

1. During special department or student organization activities, soft drink products may be donated to the RSCCD community by a soft drink supplier which may not be RSCCD's contracted supplier. RSCCD will endeavor to give the contracted supplier "first right of refusal" when these type of sponsorship opportunities arise. However, RSCCD cannot guarantee first right of refusal in all such circumstances.

H. LICENSE

1. No bidder shall use any image or intellectual property of RSCCD, in any manner or form, without the express written consent of RSCCD.

I. TAXES

1. The successful Bidder shall pay all taxes, assessments or license fees which arise out of the conduct of this program. The Bidder shall also charge and collect all applicable sales, use and excess taxes.

**SECTION IV
GENERAL CONDITIONS**

A. SCHEDULE OF CRITICAL DATES

Below is a timeline chart showing key dates and information. RSCCD reserves the right to deviate from schedule.

Event	Date and Time
RFP Notice	July 21 & 28, 2014
Last Day to Submit Questions	August 4, 2014 at 5:00 pm
RFPs Due	August 11, 2014 at 2:00 pm
RFP Evaluation Period	August 12-22, 2014
Board Approval	September 8, 2014
Award Letter	September 9, 2014
Commencement of Services	To be determined, but intended to be no later than October 1, 2014

B. TERM OF AGREEMENT

1. The term of this Agreement shall be five (5) years beginning upon the completion of a fully executed Agreement. Actual dates will be determined after RSCCD and the Bidder have reached agreement in writing.

C. OBLIGATION OF BIDDER

1. Each Bidder should fully acquaint themselves with the conditions relating to the required services and thoroughly examine all sites and be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, or to visit any of the sites and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. **To inspect any or all sites, Bidder should make arrangements in advance by contacting Rhonda Langston, Director of Auxiliary Services, at (714) 564-6431 or langston_rhonda@rscdd.edu.**

D. COMMUNICATION AND CLARIFICATION

1. Questions both technical and general regarding the RFP, or the intent thereof, or any discrepancies, omissions or inconsistencies in the RFP documents shall be submitted in writing via fax, email, US mail, or private courier service by August 4, 2014 at 5:00 pm to:

Tracey Conner-Crabbe, Director of Purchasing Services
Rancho Santiago Community College District
2323 N. Broadway - Suite 109
Santa Ana, CA 92706
Fax: (714) 796-3907
Email: conner_tracey@rscdd.edu
All inquiries after that time will not be considered.

2. Bidders are advised that RSCCD reserves the right to amend this RFP at any time. Addendum providing clarifications or corrections will be done formally by providing written addenda.
3. Bidders are to acknowledge receipt of any and all RFP addenda. This shall be done by signing the actual addendum form and returning the form with the Bidder's proposal. Failure to acknowledge in writing the receipt of any amendments shall result in RFP rejection.
4. During this RFP period, Bidders are strictly prohibited from contacting RSCCD representatives, employees or members of the Governing Board regarding this project other than those listed in this RFP.

E. SUBMISSION OF PROPOSALS

1. Bidders who are interested in securing a copy of the RFP for the purpose of preparing and submitting a Proposal for this project may do so by going to the District's website at www.rscdd.edu/bidopportunities. All addendums will also be available on this website and Bidders are responsible to regularly check the website for addendums, if any.
2. Five (5) copies of your proposal must be submitted in a sealed envelope and/or package and delivered no later than 2:00pm PDT, August 11, 2014 to 2323 N. Broadway - Room 109, Santa Ana, CA 92706. All proposals must be clearly marked on the outside of the envelope with the Bidder's company name, address, RFP number and name of project, "Exclusive Beverage Pouring Rights". It is the Bidder's responsibility to ensure that their proposal is received at the location and date and time stated above. Any proposal received after the date and time will be considered non-responsive and returned unopened to Bidder. **Do not fax or email RFP responses.** RSCCD is not responsible for late or misdirected RFPs.
3. Proposals shall not be read publicly but will be available for viewing after the award. Any proprietary information contained in proposals submitted for the District's consideration, and clearly marked as such, will be held in confidence until all evaluations are concluded and an award has been made.

F. ORAL PRESENTATION

1. Each Bidder may be asked to provide a formal presentation of its proposal at a date and time to be determined. This presentation will not exceed two (2) hours. No Bidder will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Bidder.

G. ASSIGNMENT OF CONTRACT

1. The contract entered into for the performance of these specification may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the other, nor shall the Bidder assign any money due or to become due without the prior written consent of RSCCD.

H. CHANGES TO CONTRACT TERMS

1. If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

2. Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the RSCCD and the Bidder.

I. TERMINATION

1. This agreement may be canceled by either party with or without cause, without penalty, at anytime by providing a written notice of termination at least thirty (30) calendar days in advance.

J. ORDINANCES, LAWS AND REGULATIONS

1. The Bidder shall comply with all ordinances, laws and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Bidder shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State and local government having jurisdiction over the Bidder operations.

K. RISK OF LOSS

1. The Bidder shall bear the full responsibility for all risk of loss resulting from vandalism or theft of money, merchandise or equipment.

L. AUDITABLE RECORDS

1. The Bidder shall maintain such account books and records in connection with its performance of the contract as may be reasonable required by Auxiliary Services, including adequate detail to support reports of gross sales. Such books and records shall be available locally or be made readily accessible with reasonable notice. The Bidder shall provide Auxiliary Services with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. The Bidder shall, at any reasonable time DURING THE CONTRACT TERM, afford RSCCD's agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to the performance of the contract and shall, upon request by Auxiliary Services or RSCCD, produce and exhibit all such records.

M. EVALUATION AND AWARD

1. Selection of recommended Bidder may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to the RFP. Proposals must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable RSCCD to determine Bidder's overall qualifications. RSCCD reserves the right to request additional information or clarification on any matter included in the proposal. RSCCD reserves the right to negotiate with any Bidder or Bidders to arrive at a final decision. It is the objective of RSCCD to identify the beverage program that offers the greatest benefit to RSCCD. Although the financial aspect of the proposal is an important consideration, the award will NOT be made solely by computing the best price. Each proposal will be evaluated on the basis of all its content with primary consideration given to the following:

a. References, relevant experience, qualifications, and overall performance record including quality of product line offered and service capability as assessed by current and former clients that are comparable in size and nature to RSCCD.

b. The quality and innovation of the proposal, specifically, the Bidder's understanding of the needs of RSCCD, responsiveness to requirements and adequacy of information provided, including proposed promotional strategies and specific ideas and resources identified to support revenue and other objectives.

c. Financial considerations as detailed in this RFP including but not limited to financial stability of the Bidder, amount of financial support proposed for vending, pouring and advertising rights, and the *price of products*.

d. Any other factors relevant to the Bidder's capacity and willingness to satisfy RSCCD.

SECTION V
CONTENTS OF RFP RESPONSE

RFPs shall be submitted in 8.5” x 11” format and with tabs separating each section. As part of the additional required documents to be submitted in the RFP, the proposal shall be arranged in the format listed below.

TAB 1 - OPERATIONS

1. Proposal Format – Bidder shall use the forms and formats used in the exhibits and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the exhibits to ascertain full and complete disclosure of all costs related to the successful implementation of the services requested. If there are additional costs or requirements which are not covered in the RFP and exhibits it is the Bidder’s responsibility to include that information in the RFP response. Failure to disclose any of these costs in the RFP response may constitute disqualification. All proposals should be submitted in the following format to enable RSCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

1. Cover Letter – Include a cover letter describing the Bidder’s specific and general expectation of interaction to make the partnership successful.

2. Present Bidder’s conformance to RFP scope of work, requirements, terms, conditions, and provisions.

3. Provide information relating to the Bidder’s products and how RSCCD would obtain them under the terms of an agreement. Specific information shall also be provided about the following:

- a. Product lists and pricing; see Exhibit B
- b. Procedures for obtaining products on a routine and emergency basis
- c. Description of equipment available to RSCCD

TAB 2 - SERVICE PLAN

1. The Service Plan shall focus on the Bidder’s ability to provide all services identified in the RFP.

2. The Service Plan shall include a plan to market and support the sale of beverages.

TAB 3 - RFP PRICE FORM - Cost of Product and Commission

1. RFP Price Form – Proposal shall be submitted on the RFP Price Form (Exhibit B) provided and completed in full. Proposal shall include the following:

- a. Annual Exclusive Rights Fee to be paid to RSCCD and payment schedule as outlined in Exhibit B.
- b. All prices to be paid to the Bidder by RSCCD for products specified, to include beverages and supplies for all product lines.
- c. Commissions for vended products.
- d. Additional support to be provided to RSCCD as outlined:

- e. Scholarships
- f. Promotions
- g. Other programs
- h. Campus Activity Support: Bidder will provide annual Product donations of up to a total of a proposed; Cases of 12 oz. cans of Carbonated Soft Drinks, Gallons of Postmix Products and/or 16.9 oz. water bottles, per Agreement Year upon request of RSCCD. RSCCD will administer all requests through a central contact so that Bidder may prioritize the requests. Unused/unrequested cases in any Agreement Year will not be carried over to a subsequent Agreement Year.

TAB 4 - RFP SIGNATURE FORM

1. The RFP Signature Form (Exhibit C) must be signed in the name of the Bidder and must bear the signature in longhand of the person(s) duly authorized to sign the RFP. This form must be included in the response.

TAB 5 - BIDDER INFORMATION, PERSONNEL, REFERENCES

1. Bidder must provide the following:
 - a. Brief history of Bidder, including experience with programs of this type.
 - b. Information on individuals assigned to work with RSCCD including a description of their experience. Specifically, identify one service manager to handle RSCCD's account and include his/her name and qualifications.
 - c. List five of the Bidder's clients including contact name and telephone number comparable to RSCCD indicating the length of service of each account. RSCCD may contact and/or visit any of these accounts.
 - d. List of all the Bidder's clients, comparable to RSCCD, *lost* within the last three years which includes:
 - e. A contact name and telephone number
 - f. Length of service at the account and reason for the loss

TAB 6 - ADDITIONAL INFORMATION

1. The Bidder may include any additional information or data not requested as part of this RFP which the Bidder believes should be considered in evaluating the proposal. This information could include Exceptions, Exclusions and Sustainability Initiatives that are parallel to the goals and direction of RSCCD.
2. The Bidder is to state in its proposal all expectations and conditions associated with the exclusive rights portion. Additional contracts or terms and conditions submitted subsequent to the Bidder's proposal will not be considered.

TAB 7 - TERMS & CONDITIONS AND DRAFT CONTRACT DOCUMENTS

1. Submit draft contract documents with your response to this RFP. Propose terms and conditions as part of your response. All submissions will be subject to RSCCD's approval and may be negotiated before acceptance.
2. The requirements, instructions, terms and conditions described in this RFP, in addition to the accepted components of the selected Bidder's offer, shall constitute the basis of an agreement between

the parties. A written contract will confirm this agreement.

TAB 8 - NON-COLLUSION DECLARATION

1. This form is included in the RFP as Exhibit D and must be signed and submitted with Bidder's response.

TAB 9 - SUBCONTRACTORS

1. If applicable, submit the names and duties of any subcontractor(s) that will be used by Bidder for any portion(s) of this RFP.

TAB 10 - WORKERS' COMPENSATION CERTIFICATE

1. This form is included in the RFP as Exhibit E and must be signed and submitted with Bidder's response.

**SECTION VI
CURRENT CONDITIONS**

A. SALES SUMMARIES

1. The table below reflects RSCCD product sales and gross vending sales, in cases or gallons for fountain, for the past four (4) years. These numbers are given as a guide only and are not a guarantee of future sales. *Please note: Cases for the Don Express were purchased by the Don Bookstore in 2011.

Location	2013	2012	2011	2010
Retail Sales				
SANTIAGO CANYON COLLEGE HAWK BOOKSTORE	1,702	1,637	1,493	1,341
SANTA ANA COLLEGE DON BOOKSTORE	2,920	2,848	4,205	2,700
SANTA ANA COLLEGE DON EXPRESS	3,243	3,498	*1,024	3,059
SANTA ANA COLLEGE SAC CAFE	1,340	1,297	1,546	1,819
SANTIAGO CANYON COLLEGE SCC CAFE	1,386	1,513	1,573	1,800
Retail Total	10,592	11,051	10,083	10,908
Vending				
RSCC BATAVIA CENTER	21	251	300	342
RSCC OFFICE	26	19	39	52
SANTA ANA COLLEGE	918	1,257	1,515	1,804
SANTIAGO CANYON COLLEGE	460	506	585	648
Vending Total	1,425	2,033	2,439	2,846
Fountain				
SANTA ANA COLLEGE SAC CAFE	290	290	360	425
SANTIAGO CANYON COLLEGE SCC CAFE	98	112	113	105
Fountain Total	388	402	473	530
Total Volume	12,405	13,486	12,995	14,284

B. VENDING PROGRAM

1. RSCCD will determine the retail price of product sold in vending machines.
2. Vending machines are currently located at multiple locations at each site. Additions, changes, or subtractions to the number of vending machines and their locations may be administered with the agreement of both parties. Current locations and quantities are as follows:

- a. Santa Ana College (SAC): 16
- b. Santiago Canyon College (SCC): 6
- c. Centennial Education Center (CEC): 2
- d. RSCCD District Office: 1
- e. OC Sherriff Training: 1
- f. Orange Education Center (OEC): 1

C. RETAIL SALES PROGRAM

1. RSCCD will determine the retail price of product sold in retail outlets.
2. RSCCD currently sells pre-packaged beverages in the following locations:
 - a. Santa Ana College: 3 locations - Don Bookstore, Don Express & SAC Cafe
 - b. Santiago Canyon College: 2 locations – Hawk Bookstore & SCC Cafe

D. FOUNTAIN SALES PROGRAM

1. RSCCD will determine the retail price of product sold at fountain locations.
2. RSCCD currently distributes fountain beverages through the following locations:
 - a. Santa Ana College: SAC Cafe
 - b. Santiago Canyon College: SCC Cafe

EXHIBIT A
RSCCD LOCATIONS & CAMPUS MAPS

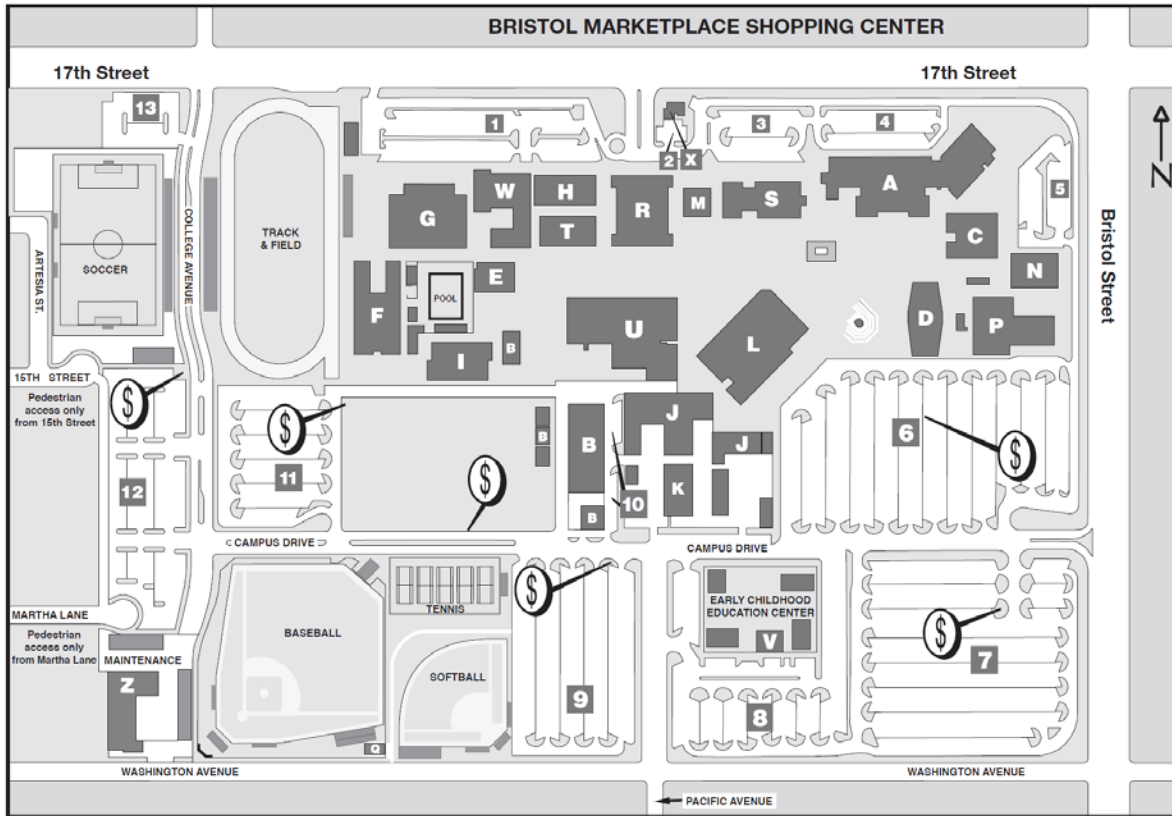
Locations with current vending service:

#	LOCATION	ADDRESS
1	District Operations Center	2323 N. Broadway, Santa Ana 92706
2	Santa Ana College (SAC)	1530 W. 17th St., Santa Ana 92706
3	Santiago Canyon College (SCC)	8045 E. Chapman Ave., Orange 92869
4	Centennial Education Center (CEC)	2900 W. Edinger Ave., Santa Ana 92704
5	Orange Education Center - Chapman (OEC)	1937 W. Chapman Ave – Ste #200., Orange, CA 92868
6	Orange County Sheriff's Regional Training Academy (OCSRТА)	15991 Armstrong Ave., Tustin, CA 92782

Locations without current vending service but may be added with mutual agreement of RSCCD and the successful Bidder.

#	LOCATION	ADDRESS
1	Orange Education Center – Orange (OEC)	1465 N. Batavia St., Orange, CA 92867
2	Regional Fire Training Center (RFTC)	18301 Gothard St., Huntington Beach, CA 92648
3	Digital Media Center (DMC)	1300 S. Bristol St., Santa Ana, CA 92704


EXHIBIT A SANTA ANA COLLEGE



SANTA ANA COLLEGE FACILITIES

- | | |
|---|---|
| A Cesar Chavez Building /
Business / Computer Lab | N Music Building |
| B Middle College High School | P Phillips Hall Theatre |
| C Fine Arts / Art Gallery | Q Concession |
| D Dunlap Hall /
Amphitheatre (west of bldg.) | R Russell Hall |
| E Fitness Center | S Administration Building /
Admissions / Counseling |
| F Locker Rooms | T Technical Arts |
| G Cook Gym | U Johnson Center /
Student Business Office /
Bookstore / Cafeteria /
International Students Program |
| H Hammond Hall | V Early Childhood Education Center |
| I Classroom Building | W Exercise Science |
| J Auto Shop / Quick Center | X Security / Safety |
| K Welding / Auto Diesel | Z Maintenance |
| L Nealley Library | |
| M Planetarium | |

PARKING

- 1** Staff Parking
- 2-3** Visitor Parking
- 4-5** Staff Parking
- 6-13** Student Parking
(except as posted)
-  Permit Dispenser
(\$2.00 for 8 hours)



SAC IS TOBACCO-FREE

Use of tobacco-related products is
allowed only in parking lots.

EXHIBIT A SANTIAGO CANYON COLLEGE



Santiago Canyon College

8045 East Chapman Avenue
Orange, CA 92669
714-628-4900

www.sccollege.edu

A-LOWER LEVEL
Bookstore • Classrooms • Media Systems Office

A-UPPER LEVEL
Administration • Administrative Services
Associated Student Government • CAMP • Classrooms
Publications • Scholarships • Student Life & Leadership
Veterans • Writing Center

B-LOWER LEVEL
Classrooms • Faculty Offices

B-UPPER LEVEL
Classrooms

C-BUILDING
Child Development Center

D-FIRST FLOOR
Career Services • Classrooms • Counseling
Faculty Offices • Transfer Center

D-SECOND FLOOR
Academic Success Center • Classrooms
Faculty Offices

E-FIRST FLOOR
Admissions • CaWORKs • CARE • Cashier
Financial Aid • EOPS • Disabled Students Program
Graduation Office • Photo ID
On-Campus Job Placement

E-SECOND FLOOR
Classrooms

E-THIRD FLOOR
Classrooms • Faculty Offices • Testing Center

G-FIRST FLOOR
GYM and Fitness Center

G-SECOND FLOOR
Aerobics • Swimming Pool • Exercise Science Offices

H-HUMANITIES BUILDING
Classrooms • Faculty Offices
Information Technology • Language Lab

L-LIBRARY

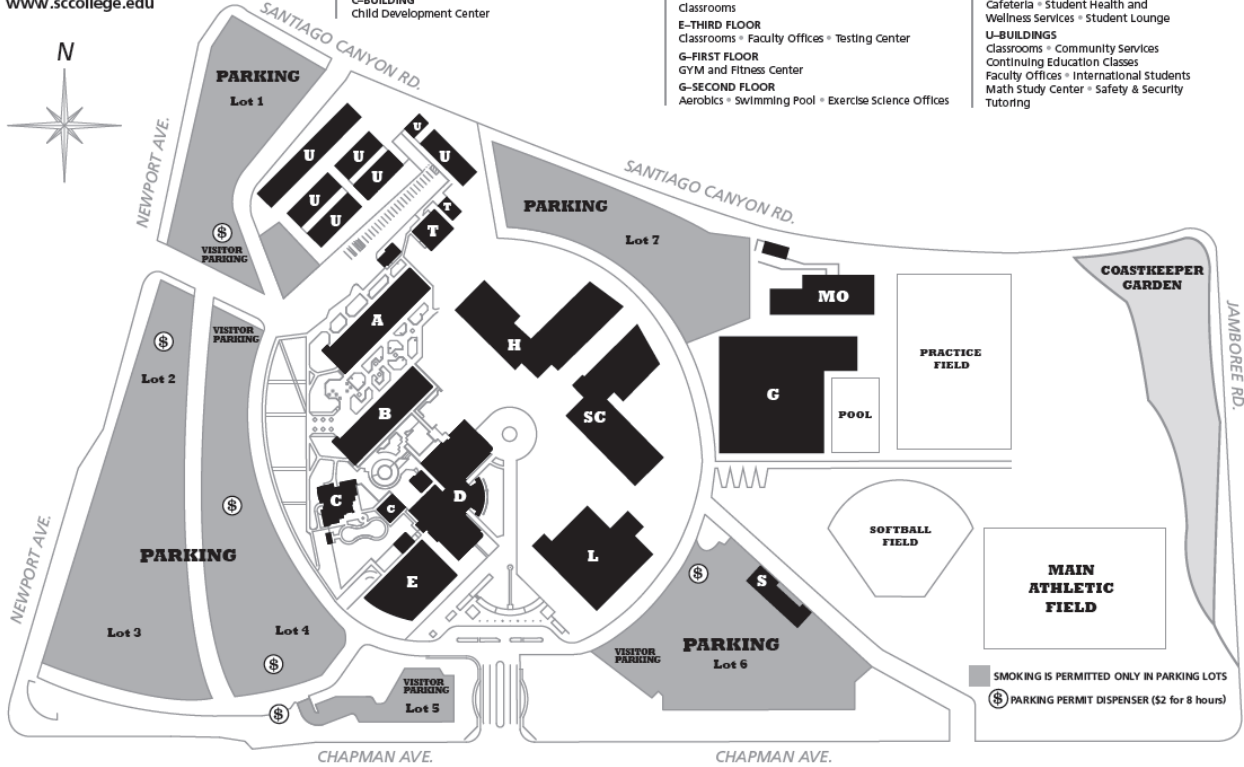
MO-MAINTENANCE & OPERATIONS

S-BUILDING
Continuing Education
Classes/Registration/Counseling

SC-SCIENCE CENTER
Classrooms • Faculty Offices • Science Labs

T-BUILDING
Cafeteria • Student Health and
Wellness Services • Student Lounge

U-BUILDINGS
Classrooms • Community Services
Continuing Education Classes
Faculty Offices • International Students
Math Study Center • Safety & Security
Tutoring



**EXHIBIT B
RFP PRICE FORM**

BEVERAGE PARTNERSHIP

1. Please provide a list of all products currently available.
2. Proposed Exclusive Rights Fee for initial term and each year of contract:

Initial Term _____

Year One _____

Year Two _____

Year Three _____

Year Four _____

Year Five _____

3. Please state RSCCD cost or commission percentage for each product for sale in the vending machines:

4. Please give RSCCD cost for retail sales of each flavor in:

12 oz. Cans \$_____ per case of _____

16 oz. Bottles \$_____ per case of _____

20 oz. Bottles \$_____ per case of _____

1 liter bottles \$_____ per case of _____

1.5 liter bottles \$_____ per case of _____

Small juice cans \$_____ per case of _____ oz. per can_____

These prices will be guaranteed throughout the term of the initial contract:

Yes _____ No _____

These prices will be guaranteed throughout the term of the renewal contract:

Yes _____ No _____

If these prices cannot be guaranteed throughout the initial term of the contract, please state in

which year of the contract they will increase and by how much. Additionally, if these prices cannot be guaranteed throughout the term of the renewal contract, please state which year of the contract they will increase and by how much.

5. Please give RSCCD cost for each of the following:

Postmix Gallons, Sodas \$ _____

Postmix Gallons, Teas \$ _____

Postmix Gallons, Juices \$ _____

Postmix Gallons, Non-Juice base \$ _____

These prices will be guaranteed throughout the term of the initial contract:

Yes _____ No _____

These prices will be guaranteed throughout the term of the renewal contract:

Yes _____ No _____

If these prices cannot be guaranteed throughout the initial term of the contract, please state in which year of the contract they will increase and by how much. Additionally, if these prices cannot be guaranteed throughout the term of the renewal contract, please state in which year of the contract they will increase and by how much.

6. Please summarize and describe in detail the commissions you intend to offer RSCCD. Include details explaining the application of California state taxes, local taxes if applicable, and CRV deposit:

Initial Term _____

Year One _____

Year Two _____

Year Three _____

Year Four _____

Year Five _____

7. Please describe in detail any special promotions, advertisements or financial considerations which would make your program stand out.

EXHIBIT C
RFP SIGNATURE FORM

Having carefully examined the Request for Proposal and become familiar with the specifications, requirements, terms and conditions, the undersigned proposes to furnish the necessary expertise, materials and labor as specified herein to create a Beverage Partnership with RSCCD.

Proposal Submitted by:

Firm: _____

Signature: _____

By: _____

Title: _____

Date: _____

EXHIBIT D
NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature

Print Name

EXHIBIT E
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"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 as 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.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which 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 the work of this contract.

Name of the Bidder

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)