

**Sonoma County Junior College
District**

**REQUEST FOR PROPOSALS (RFP)
#1053**

**BOOKSTORE OPERATIONS
FOR
SANTA ROSA JUNIOR COLLEGE
SANTA ROSA AND PETALUMA
CAMPUSES**

**RFP SUBMITTAL DEADLINE
December 9, 2016 - 2:00 P. M.**

**SONOMA COUNTY JUNIOR COLLEGE
DISTRICT**

REQUEST FOR PROPOSALS #1053

For

**BOOKSTORE OPERATIONS FOR SONOMA COUNTY JUNIOR
COLLEGE DISTRICT – SANTA ROSA AND PETALUMA
CAMPUSES
BEGINNING MARCH 2017**

NOTICE IS HEREBY GIVEN that the Sonoma County Junior College District, hereinafter referred to as the District, invites proposals for the award of a contract for Management of Bookstore Operations for Sonoma County Junior College District – Santa Rosa and Petaluma campuses. Each proposal must conform and be responsive to the specifications in the Request for Proposal (RFP).

Vendor proposals will be submitted via the District's electronic bid system at:

<https://srjc.ionwave.net/Login.aspx>

All proposals must be received by the District **NO LATER THAN 2:00 p.m. on December 9, 2016** in the format specified by the District. **All proposals must be submitted electronically, no paper or emailed proposals will be accepted.** The District reserves the right to reject any or all proposals or to waive any irregularities therein. No proposals may be withdrawn for a period of 120 calendar days after the proposal submission date.

RFP SCHEDULE (subject to change as required)

Release of RFP (Advertised in the Press Democrat)	October 24 and 31, 2016
Mandatory Pre-Proposal Conference and Site Visit – beginning at 1 pm in Room 4245 of the Doyle Library, Santa Rosa Campus.	November 7, 2016
Deadline to submit questions via email to the attention of Laura Rivera, Director of Purchasing at lriviera@santarosa.edu	November 14, 2016 – 5 pm (PT)
Responses to Proposer Questions via RFP Addendum (if needed)	November 18, 2016
Proposal submittal deadline by 2:00 pm (PT)	December 9, 2016
Proposal Evaluations	December 12 – 16, 2016
Vendor Interviews (if needed)	January 9 – 13, 2017
District – Vendor Negotiations	January 16 – 20, 2017
Board of Trustees Contract Approval	February 2017
Contract Start Date	March 2017

I. BACKGROUND

The District is seeking proposals for a partnership with a retail partner for its bookstore operations at its two campuses in Santa Rosa and Petaluma. The District, familiarly called Santa Rosa Junior College (SRJC), is a public two-year community college, which serves approximately 32,800 students. The District has two campuses, located in Santa Rosa and Petaluma, California, and two centers, a Public Safety Training Center located in Windsor, California, and the Robert Shone Agricultural Center located in Forestville, California. Students may choose from associate degree majors and certificate programs, complete courses toward the first two years of a bachelor’s degree program, or pursue courses for other professional or personal reasons.

II. CURRENT BOOKSTORE OPERATIONS

The District currently operates the Santa Rosa Junior College – Santa Rosa bookstore located in the Pioneer Hall at 222 Elliott Ave, Santa Rosa, CA 95401, which operates in approximately 8,500 SF of space (along with a vending machine in the library) and the Petaluma bookstore located in Building 401 at 680 Sonoma Mountain Parkway, Petaluma, CA 94952 which operates in approximately 2,300 SF of space (along with a vending machine in the cafe). The sales in Santa Rosa account for approximately 85% of sales with Petaluma accounting for 15%.

➤ **Annual Sales**

The bookstore has reported the following sales figures for the periods indicated:

July 1, 2012 to June 30, 2013.....	\$5,975,133
July 1, 2013 to June 30, 2014.....	\$5,586,483
July 1, 2014 to June 30, 2015.....	\$5,524,846
July 1, 2015 to June 30, 2016.....	\$5,149,091

* For the purpose of determining the commissions, the combined gross revenue for both Bookstores should be used.

➤ **Pricing Policy for both Bookstores**

New required textbooks:	No higher than publisher's list price or no more than 25% profit on net price textbooks
Rental textbooks:	Not to exceed 50% of current new textbook selling prices
Required used textbooks:	Not to exceed 75% of current new textbook selling prices
Course packs:	No more than 25% gross profit
School and art supplies:	At 45% - 50% achieved gross profit

III. BOOKSTORE SERVICES REQUIREMENTS AND OPERATIONS

The bookstore operator at each campus shall be responsible for managing and operating a comprehensive bookstore program in accordance with the requirements specified in this Request for Proposals and the Agreement between the District and the Contractor. The following is a summary of the services that shall be provided by the bookstore operator:

- A. The Contractor shall be responsible for all costs of operating the bookstore, including, but not limited to, the following items:
 - 1. All merchandise inventory cost.
 - 2. All equipment and fixtures not provided by the District and necessary to operate the bookstore. Contractor shall enclose with the proposal descriptive drawings and/or photos of proposed internal layout and design appearance of campus bookstore.
 - 3. Maintenance, in proper condition and repair, of any District provided bookstore furniture, fixtures and equipment used by the Contractor.
 - 4. Maintenance of the wall-mounted fire extinguishers at least once each fiscal year and providing the District with necessary documents of proof thereof.
 - 5. Cleaning of the office, display/merchandising and receiving/warehousing areas.
 - 6. Maintain clean, dry floors in the service areas at all times.
 - 7. All telephone and computer access expenses, including on line faculty book ordering and on line student transactions.
 - 8. All taxes and insurance costs.
 - 9. Extermination and pest control services.

10. All vehicle and transportation costs required for the operation

11. All office and operating supplies.

12. All advertising and promotion costs.

B. The Contractor shall also be responsible for:

1. All labor costs, Social Security tax, and unemployment insurance.

2. Contractor's employees. All employees (including students) shall be employed by the Contractor in his own name, and the Contractor shall hold the District harmless from any and all claims, demands or liability on account thereof.

3. Contractor shall be open to discuss with District staff employment opportunities for students and, whenever possible, hire District students for both part-time and temporary positions. Contractor shall take into consideration academic commitments of student employees in scheduling responsibilities and hours.

4. Contractor shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.

5. Contractor shall consult and notify the District in regard to the appointment, service, transfer, and dismissal of all Contractor management personnel serving on campus. All Contractor's personnel shall be subject to District regulations regarding personal behavior and use of District facilities, and shall be subject to exclusion from the District at the request of the District for serious violations thereof or for conduct inimical or offensive to the interest of the District or its students.

C. Contractor shall at the minimum remain in operation during all instructional terms of the year. It is preferable that the Contractor have the Bookstore(s) fully stocked, textbooks shelved and sell-ready approximately one month prior to the start of classes. Contractor shall confer with the District in establishing and maintaining bookstore hours to adequately serve day, night, and weekend students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be agreed upon by both parties, including days that the bookstore shall be open before each instructional term.

D. Contractor shall provide a full-service textbook rental program.

E. Contractor shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards.

F. Contractor shall provide charge sales to the District on their own accounts, payable thirty (30) days from statement date. Contractor shall accept personal and District checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate

identification.

- G. Contractor shall accept bookstore vouchers from student for various departments based on requisitions and submit invoices within a reasonable time. These vouchers may be for textbooks, gas cards, supplies, or various other specified items to be paid for by a grant or third party both within and outside the District.
- H. In addition to G, the Contractor shall work closely with various on and off campus District departments (including, but not limited to, ESL, CalWorks, EOPS, and DRD) to ensure the needs of the students are met and the various departments receive necessary reporting and support timely.
- I. Contractor shall accept student ID debit cards if implemented by the District.
- J. Contractor shall offer an electronic means of purchasing textbooks with delivery options.
- K. Contractor shall sell the Clipper card and other mass transit options, including paratransit.
- L. Contractor shall comply with the Higher Education Opportunity Act textbook reporting requirements.
- M. The Contractor shall have printed copies of Open Education Resources available to students who request one.
- N. Contractor shall provide a student friendly buyback program after each term to insure the purchase and sale of maximum number of used books.
- O. Contractor shall provide to every person purchasing a textbook during term a flyer describing the bookstore return policies and procedures.
- P. Contractor shall maintain an electronic inventory system for new and used textbooks that will promote service to the faculty and maximize the number of used books for the students. Inventory system and results shall be available for review by the District at the District's discretion.
- Q. Contractor shall also:
 - 1. Notify District of out-of-stock and out-of-print titles in a timely manner.
 - 2. Notify District of textbook arrivals.
 - 3. Provide forms for distribution to faculty for reporting inventory and assisting with reorder process.
 - 4. Provide District, on a weekly basis, with an updated book adoption list as received from faculty.
 - 5. Provide timely reports to district departments on voucher usage.
 - 6. Provide District Libraries, a single copy of the 25 most used textbooks, at no cost to the District.
 - 7. Required books must be displayed in the manner that is obvious and in plain sight of the

students. Recommended books must be clearly marked as recommended so to not be confused with the "Required" books.

8. A confirming email shall be sent to the Instructor when her/his book adoption is received.
 9. Guarantee to provide the number of textbooks required.
- R. Contractor shall provide District with a monthly report that shall include the total net sales and fee income. Contractor shall maintain accurate, complete and separate books of account according to accepted standards of accounting, reflecting its operations on a fiscal year basis (July 1 – June 30), together with appropriate supporting data and documents. These books will be made available for audit by the District Auditors, and/or District representatives.

Contractor shall assume sole responsibility for damage or losses, regardless of cause, to any and All property of the Contractor located in or on District property.

- S. On termination of the contract, Contractor shall vacate all parts of District's premises occupied by it and shall restore the same to the District in the same condition as when originally made available to Contractor, reasonable wear and tear expected. Contractor and District shall jointly conduct a closing inventory and Contractor shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. Surrendered premises and equipment shall be left in a clean, orderly, state satisfactory to District. Contractor shall return all keys issued to them.
- T. In consideration of a contract to exclusively provide the District with bookstore services, the Contractor shall pay a commission percent of net revenue, with a guarantee of minimum per annum. (Specify terms in exact detail in proposal including minimum guaranteed and any other consideration to be offered such as fixtures, equipment, etc.) Net revenue shall be considered to be monies collected by the bookstore for the sale of all merchandise minus sales refunds, sales tax and any other tax added to the selling price. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the Contractor to the District within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one-half percent (1-1/2%) compounded per month plus \$250 of the District's share will be assessed against the Contractor for any late remittance. Commissions will also include convenience store items referenced in paragraph S.
- U. Contractor shall make annual donation of used and/or new books to the library reference section in the amounts stipulated in its proposal. In addition, Contractor may be requested to partner with the District and/or the District Foundation to support certain District events and activities.
- V. The successful bidder, as Contractor, shall enter into an agreement with the District, which shall be negotiated between the parties.
- W. Contractor may sell convenience store items, such as food, health and beauty items and other

sundries, with the District having approval of items to be sold, provided that the cost of any food or drink items also sold by the District, or provided in beverage or snack vending machines, does not exceed the pricing charged by the District or its vending machines for similar items. No sales of fresh coffee will be allowed. Coordination of these items will be with the District's Director, Purchasing & Graphics Services.

- V. The successful bidder will be expected to act as the District's agent for the rental and or sale of graduation caps and gowns and other academic regalia, as well as commencement invitations.

IV. EXCLUSIVE FRANCHISE

The successful bidder at each campus shall be, during the duration of his contract, the only authorized bookstore on campus. The District will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities.

The above notwithstanding, the District cannot restrict the right of other business to advertise on campus as long as they comply with the pertinent board policies. In that context, business offering text books for sale have occasionally advertised on campus; the District does not endorse these vendors and will not allow sales on campus but cannot prevent the advertising from taking place.

Contractor will also have the right to use the District seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.

V. DISTRICT RESPONSIBILITIES

A. The District shall:

1. Provide an academic calendar for the guidance of the Contractor prior to the beginning of each fiscal year (July 1).
2. Provide, as mutually agreed, current District-owned facilities and utilities reasonably required by the Contractor for the efficient operation of its bookstore.
3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).
4. Be responsible for and assume the costs of the following:
 - a) Providing building space for bookstore operations.
 - b) Providing outside trash bin and trash collection services.
 - c) Cost of the utilities: electricity, water, heat, and air conditioning.
5. Provide janitorial and grounds maintenance coverage of the areas outside the bookstore.

- B. The District shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore.

- C. The District will provide the Contractor with necessary textbook adoption each session or semester.
- D. The District shall notify the Contractor of estimated and actual class enrollment figures and work with Contractor to implement a responsive procedure for notification of class cancellations, over-enrollments, etc., as soon as practicable.

VI. SCOPE OF PROPOSAL AND VENDOR REQUIREMENTS

Vendor Proposal Information must be submitted in the order provided below:

The District is inviting vendors to submit separate proposals for a maximum of five (5) years, at which time the District will go out with another RFP for bookstore services, to operate the Santa Rose Junior College, Santa Rosa and Petaluma campus bookstores. In each case, operation of the bookstore shall include all services provided by the current operation at the respective campus. The campuses are open to suggestions for improvements and will consider all changes proposed by the vendors. Implementation of changes will require District approval.

- A. Proposals shall describe in detail how the vendor would operate each campus bookstore at its present location, including any modifications proposed to enhance the appearance and/or efficiency of the facility. If modifications are proposed, the submittal shall include floor plans, list of proposed improvements, new equipment, signage, etc., and a detailed capital investment plan. Should the proposed modification include any construction, it must be reviewed and approved by the appropriate agencies.
- B. Pricing Structure and Compensation:
1. The compensation to be provided to the District.
 2. Proposed price structure.
 3. Proposed minimum percentage of used books that will make available for purchase by students.
 4. Valuation method and purchase of existing bookstore inventory
 5. A book rental program.
 6. Book buyback program.
 7. Any incentives, special programs, discounts, etc., offered (provide detailed information).
 8. Any proposed capital contributions to store improvements, remodel, or additions.
 9. Proposed annual donations of books, supplies, scholarships, etc.
 10. Information Required of Bidders (return attached form, completed and signed)
 11. Current Certificate of Insurance
 12. Provide latest list of all current clients
 13. Textbook order/reorder process and proposed electronic methods for:
 - a. Notification to College of out-of-stock and out-of-print titles in a timely manner.
 - b. Notification to College of textbook arrivals.
 - c. Provide proposed hard copy and electronic forms for distribution to faculty for reporting inventory and assisting with reorder process.

C. Pricing Structure

All bidders shall specify in their proposals the proposed retail selling price structure for the following items:

Textbook packages

- Textbooks – new
- Textbooks – used
- E-Books Textbooks
- Textbooks Rentals
- Trade books – paperback
- Trade books – hardbound
- Duplicated Syllabi

School supplies

- Photography supplies
- Art Supplies
- Lab Supplies
- Insignia items
- Soft goods
- Novelties
- Other (specify)

Proposals shall indicate for each of the above items what maximum percentage of the sale price shall be the contractor’s gross profit (i.e.: 30% maximum profit percentage means that the maximum selling price will be the net cost of the item divided by 0.70)

Proposals must also indicate whether any other charges will be added when calculating the selling price. Pre-priced paper books will be sold at the price indicated thereon or for less.

D. Discounts

The Contractor shall specify in his proposal the percentage of discount offered on items purchased by the:

	TEXTBOOKS	ALL OTHER MERCHANDISE
District & College purchases	_____ %	_____ %
Faculty & Staff	_____ %	_____ %
ASB Card Holder	_____ %	_____ %

Proposals shall clearly specify if any items are not subject to this discount.

E. Book Buybacks

The Contractor shall be expected to purchase used books from the students and buy back quantities from students have priority over order quantities for new stock from the publishers or wholesalers. Currently, the buyback value, for books in a resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of the retail price. The buyback

value for all other books is, dependent on condition, at current wholesale market pricing. Stack buying, at the buyback counter, is not allowed. Buy back values are stated for each title at the buyback counter. The policy is to buy any textbook for which there is resale market value.

F. Qualification of Vendor

All bidders shall complete the included Information Required of Bidder form and shall provide the following information and documents with their proposals:

1. A detailed description of the company's corporate or other organizational structure.
2. A chronological history of the operation of the company during the past ten years, including major bookstore customer accounts, the size of the accounts, etc.
3. Copies of the company's last annual financial statement.
4. Evidence of successful operation of similar-sized bookstore contracts (preferably college bookstores in California), including client address and name and names and phone numbers of the persons that may be contacted to verify the information. Letters of recommendation may also be included with the proposal.

G. Alternate Proposals

Bidders may submit other proposals that might be of interest to the District. In all cases, bidders shall submit detailed information to allow the evaluation committee to evaluate the proposals and make a recommendation. The District reserves the right to accept or reject any alternate proposal at its sole discretion.

VII. EVALUATION OF PROPOSALS

District staff will evaluate all proposals received and recommend for award the proposal that best serves the interest of the District. The evaluation process will include, but will not be limited to, consideration of the following criteria:

1. The thoroughness of the Contractor in responding to this Request for Proposals.
2. The recent documented experience of the Contractor in successfully operating a bookstore program of the type described in this Request for Proposals.
3. The general appeal of all aspects of the proposed bookstore program to the Evaluation Committee, including the level of services proposed for students and staff.
4. The financial condition and stability of the Contractor.
5. The physical improvements that the Contractor intends to make, at its own expense, in improving the College's bookstore facilities.
6. The commission payment structure and the pricing policy proposed by the Contractor. The District has interest in making textbooks available to students at the best possible prices while maintaining the highest possible commission payment structure.
7. The reference materials provided.
8. The results of inspection and evaluation visits by District staff of other bookstore

programs operated by the bidder, if any.

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

VIII. WITHDRAWAL OF PROPOSALS

Prior to the deadline for submittal, vendor may withdraw their proposal in the electronic bid system. No oral withdrawals will be accepted. No bidder may withdraw any bid for a period of ONE HUNDRED AND TWENTY (120) days after the date set for the opening of the bids.

IX. INSURANCE

The Contractor shall provide at no expense to the District, general liability hazards insurance which shall include:

A. Operations, contractual, and protective liability subject to the following limits:

\$1,000,000 Employer's Liability Insurance per accident limit for bodily injury and property damage liability, \$1,000,000 for each accident or death; \$1,000,000 comprehensive automotive liability; \$3,000,000 aggregate.

B. Worker's compensation insurance covering all Contractor's employees connected with the performance of the bookstore operations.

The Contractor shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount. These policies shall name the District, the Board of Trustees, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the District before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the District and shall contain a severability of interest's clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the District together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.

X. EVALUATION OF SERVICE

A. The Auxiliary Enterprises Committee will appraise and evaluate the operations of the Contractor.

B. The District reserve the right to have designated representatives review, inspect and

evaluate the operation and condition of the bookstore at any time with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the District.

- C. The District may request Contractor to assist in college student satisfaction surveys.
- D. The District reserves the right to request its auditor to examine the Contractor's records.

XI. TERMINATION

- A. In the event the Contractor fails to carry out or comply with any of the terms and conditions of the established contract, the District reserves the right to demand remedy of any failure or default within twenty (20) calendar days.
- B. In the event the Contractor fails to remedy the failure or default within the specified period, the District shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the Contractor to continue operation until relieved by a subsequent bookstore operator chosen by the District (not to exceed one hundred twenty (120) calendar days).
- C. In the event that the Contractor fails to maintain and keep in force general liability insurance and worker's compensation insurance, the District shall have the right to cancel and terminate this agreement forthwith and without notice.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its owners, officers, directors, shareholders, parties or principals. District has the discretion to request additional information.

A. General Information

a. Firm name and address:

b. Telephone: _____ Fax: _____

c. Type of firm: (check one)

_____ Individual _____ Partnership _____ Corporation

d. Have you ever operated a bookstore service under a different name? _____

If yes, give name and details: _____

e. Names and titles of all officers of the firm:

_____	_____
_____	_____
_____	_____

f. Number of years as a provider of bookstore services this type: _____

g. Person who attended the pre-bid conference and inspected the site:

Name and Title: _____

Date(s) of Inspection: _____

h. How many years of experience in providing bookstore services for an educational institution has your organization had? _____

1. at a community college (specify college) _____

2. at other institutions (specify) _____

- i. Have you been in litigation on a question relating to your performance on a contract during the past five (5) years? If yes, explain, and provide case name and number.

- j. Has any of your contracts to provide bookstore services been terminated by the owner within the last five (5) years? _____ If so, give owner and details:

- k. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? If so, please elaborate:

B. List of References

The following information contains persons or entities familiar with the Bidder's Work:

- a. Name _____ of _____ Agency: _____
Agency _____ Address: _____
Telephone: _____
FAX: _____
Contact _____ Person: _____
Type _____ of _____ services provided: _____
Dates services provided: _____

- b. Name _____ of _____ Agency: _____
Agency _____ Address: _____
Telephone: _____
FAX: _____
Contact _____ Person: _____
Type _____ of _____ services provided: _____
Dates services provided: _____

c. Name _____ of _____ Agency: _____
Agency _____ Address: _____
Telephone: _____
FAX: _____
Contact _____ Person: _____
Type _____ of _____ services provided: _____
Dates services provided: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____ State of _____
City, County

Company Name

Name

Signature

SONOMA COUNTY JUNIOR COLLEGE DISTRICT
GENERAL TERMS AND CONDITIONS

1. CONFLICT OF INTEREST

District employees are prohibited from participating in the selection process when they have a financial or business relationship with any private entity seeking to enter into a contract with the District. The District requires compliance with all laws regarding political contributions, conflicts of interest or unlawful activities. Vendor represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement, and Vendor further represents that, during the performance of this Agreement, no such conflict of interest shall exist.

2. ANTI LOBBYING PROVISION

All oral and written inquiries or statements regarding a potential contract with the District must be directed through the Sonoma County Junior College District's Purchasing Department. Potential vendors to the District are hereby advised that lobbying any District staff, the District's President, or any member or members of its Board of Trustees is not permitted and will result in disqualification as outlined below. Lobbying, in this section, is defined as any action taken by an individual, firm, associate, joint venture, partnership, syndicate, corporation, or any other individual or group of individuals who seek(s) to influence a governmental decision regarding the award of business in connection with a competitive solicitation. Lobbying by any vendor or potential vendor to the District, or any individual or group as defined above acting on behalf of a vendor or potential vendor to the District, regarding a current or impending solicitation advertised or to be advertised by the District, including Requests for Proposals (RFP's), Requests for Qualifications (RFQ's) and Invitation to Bid, will result in the rejection and disqualification of that vendor's offer.

3. ACCEPTANCE PERIOD

Bidder agrees to a minimum of 120 calendar-day acceptance period from the date of receipt of bid.

4. ACCEPTANCE OR REJECTION OF PROPOSALS

The District reserves the right to reject any and all proposals, or any or all items of any proposal.

5. PROPOSAL REQUIREMENTS

No corrections or withdrawal can be made after the time for submitting the proposals.

6. DISQUALIFICATION OF PROPOSERS

Bidders may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for (but not limited to) the following causes: Failure to use the process furnished by the DISTRICT, lack of information for authorized representative on the Bid Response, evidence of collusion among Bidders, unauthorized alteration of forms,

failure to submit requested documents, and failure to furnish proof of receipt of any addendum pertaining to a particular project. The DISTRICT reserves the right to waive any minor informality or irregularity in a bid, or to reject all bids.

7. AWARD OF CONTRACT

Award will be made to the lowest responsible and responsive Bidder(s). The basis of award will be determined by cost and vendor meeting the requirements and qualifying criteria contained in the bid documents and applicable addenda including life cycle cost, quality, availability, conformance to specifications, financial capability and service in the best interest of the DISTRICT.

8. DISCUSSION OF PROPOSALS

From the date of issuance until our District takes final action and awards a contract, the Respondent shall not discuss the Proposals or any part thereof with any employee, agent, or representative of our District except as expressly requested by District in writing or with District staff identified in this document as the contact person for all related matters. Failure to comply with this provision will result in rejection of the Respondent's Proposal.

9. FEDERAL OR STATE REGULATIONS

The Vendor's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the federal and State governments now in effect or which shall be in effect during the period of such contract.

10. NON-DISCRIMINATION

The Vendor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, religion, age or non-job related handicap or disability. Failure to comply with these provisions shall be considered cause for termination.

11. TERM OF CONTRACT

Any contract resulting from this bid shall be in accordance with these conditions.

12. DEFAULT OF CONTRACT

In case of default of contract by Vendor, DISTRICT may procure the articles or services from other sources and hold the Vendor responsible for any excess cost, provided that public necessity requires the use of materials or supplies not conforming to the specifications.

13. GOVERNING LAW

All contracts resulting from award of this solicitation shall be governed by and construed in accordance with the laws of California. No action involving this contract may be brought except in the Superior Court of the Sonoma County, California, and no other place.

14. INDEMNIFICATION

Vendor shall indemnify and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs in connection with any claim arising from the performance of the contract or the work described in the contract, excepting cases involving the sole negligence or the willful misconduct of the DISTRICT.

15. LICENSES

As applicable, Vendor and its agents shall possess and maintain in good standing a California Contractor's license and any other applicable licenses as may be required by law.

16. CONTRACT REPRESENTATIVE

The Director of Purchasing will handle most contractual matters. A designated manager(s) for the District will address day-to-day operations as well as specific procedural matters. Vendors are expected to designate and maintain comparable representatives with authority to carry out their duties.

17. ASSIGNMENT

The vendor shall not assign the contract in whole or in part without the express written consent of the Director of Purchasing nor shall the Vendor have the right to authorize or permit the use of DISTRICT facilities by third parties without the express written consent of the DISTRICT.

18. TERMINATION

The contract or any portion of the contract may be canceled for convenience by the District by giving thirty (30) days written notice to the vendor. In that event, the District shall pay Vendor for all services satisfactorily rendered up to the date of termination.

19. APPROPRIATION OF FUNDS

Notwithstanding the provisions, terms and conditions of this solicitation, in the event any recognized funding authority fails to appropriate sufficient funds to the DISTRICT to enable obligations to be fulfilled under the award of contract, the DISTRICT will notify the Vendor by giving sixty (60) days written notice. The DISTRICT will reimburse the Vendor for all services satisfactorily rendered through the end of the sixty (60) day notification period.

20. FREIGHT TERMS

All shipments shall be made on an "FOB Destination" basis unless other arrangements are made prior to shipment and authorized in writing by the Purchasing Department.

21. PREVAILING WAGES

Vendor shall comply with applicable prevailing wages requirements as required by state and federal law.

22. PAYMENT TERMS
The DISTRICT's payment terms are 30 days from acceptance of the related invoice, unless otherwise stated. Early payment discounts may be accepted at the discretion of the Director of Purchasing and arranged prior to shipment of goods or delivery of services.
23. BID PROTESTS
All bid protests shall be submitted in writing to the Director of Purchasing in accordance with the provisions of SCJCD Board of Trustees Policy 5.8 P.
24. DEBARMENT/SUSPENSION STATUS
By signing the proposal form vendor certifies that it is **not** suspended, debarred or Ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Vendor agrees to provide immediate notice to DISTRICT in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of the bid award.
25. EMPLOYMENT LAW
Contracts awarded as a result of this solicitation require compliance with federal, state and local laws in regards to employee eligibility to work in the United States. Failure to comply may result in termination of the contract.
26. PCI SECURITY COMPLIANCE
Applicable vendors must comply with the Payment Card Industry Data Security Standard (PCI DSS). The PCI Data Security Standard requirements apply to all payment card network members, merchants and service providers that store, process or transmit cardholder data. The requirements apply to all methods of credit card processing; the most comprehensive and demanding of which apply to e-commerce websites, and retail POS systems that process credit cards over the Internet. PCI official website at: <https://www.pcisecuritystandards.org>
27. INDEPENDENT CONTRACTOR
Vendor employees and/or subcontractors shall not be treated or considered as employees of DISTRICT, it being the intention of the parties that Vendor shall be and remain an independent contractor, and that nothing contained in this solicitation and resulting contracts shall be construed inconsistent with that status. Vendor covenants and agrees to save and hold harmless DISTRICT from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

28. SUSTAINABILITY

The Sonoma County Junior College District is committed to minimizing the impact of procured goods and services on the local environment by supporting sustainable economic and social and environmental practices. It is important that Bidders show this commitment as well by offering sustainable goods and services whenever available. The DISTRICT may request reports related to sustainability on all goods and services provided under a bid. All electrical and electronic equipment shall comply with energy star ratings.

29. PUBLIC RECORDS

The Sonoma County Junior College District is subject to the provisions of the California Public Records Act contained in Government Code sections 6250-6270. Documents received by the college are subject to release in compliance with the above statutes.

30. COMPLIANCE WITH AMERICAN DISABILITIES ACT

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Sonoma County Junior College District shall comply with all applicable District policies, Federal and State laws and regulations including but not limited to Section 508, Subpart B, Subsection 1194.22, Guidelines A-P of the rehabilitation Act of 1973 as revised in 1998, World Wide Web Consortium (W3C), Web Content Accessibility Guidelines 2.0 and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the District.