REQUEST FOR PROPOSALS
FOR
BEVERAGE PRODUCT PARTNERSHIP
FOR
IMPERIAL VALLEY COLLEGE

RFP # 1005

Proposal Due Date /Opening Date:
June 9, 2017 — 1:00 P.M.

Imperial Community College District
Purchasing Department
380 East Aten Road
Imperial, CA 92251

TABLE OF CONTENTS

NOTICE TO PROPOSERS 1

INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS 2

INFORMATION FOR PROPOSERS 2

GENERAL CONDITIONS 5

CONTRACT (SAMPLE) 10

PROPOSAL FORM 11

CONTRACTOR INFORMATION 20

NONCOLLUSION AFFIDAVIT 21

INSURANCE AFFIDAVIT 22

EQUAL OPPORTUNITY-AFFIRMATIVE ACTION STATEMENT 23

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION 24

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that Imperial Community College District, acting by and through its Governing Board, hereinafter referred to as the DISTRICT, will receive up to, but not later than 1:00 p.m. on June 9, 2017, sealed proposals for the award of the following contract:

BEVERAGE PRODUCT PARTNERSHIP
for IMPERIAL VALLEY COLLEGE

Such proposals shall be received at the location specified below, and shall be opened at the stated time and place:

IMPERIAL COMMUNITY COLLEGE DISTRICT
Purchasing Department
380 East Aten Road
Imperial, CA 92251

RFP Issue Date: May 3, 2017
Proposal Due Date/Opening Date: June 9, 2017
Time of Opening: 1:00 p.m.
Location: Purchasing Department

Each proposal must conform and be responsive to this Invitation and all other documents comprising the pertinent Contract Documents. The DISTRICT reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the process. No proposal may be withdrawn for a period of thirty (30) days after the date set for the opening of the proposals.

A detailed explanation of our Request for Proposal, Contract Documents and facts about Imperial Community College District can be obtained on the college's website (www.imperial.edu/RFP). Pay particular attention to the section that explains information to include in your response. For questions about the RFP, please email Adriana Sano at adriana.sano@imperial.edu and responses will be posted on the website (www.imperial.edu/RFP).

Imperial Community College District does not discriminate with regard to race, color, sex, national origin or physical disability in the award of contracts.

INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

Invitation for Proposals

The invitation to submit proposals contemplates that the successful PROPOSER/PARTNER will have exclusive use of your product, as defined in this document, on the Imperial Valley College Campus for a period of five years beginning, at the DISTRICT's discretion, on or about August 4, 2017.

Proposal Submittal

Sealed proposals, shall consist of three (3) hard copies and one (1) digital copy (at least one copy must be unbound and photo ready for reproducing), under the Request for Proposal (RFP), number and title referenced above will be received by the DISTRICT until 1:00 p.m. local time on the dated designated in the Notice to PROPOSERs, at which time they will be publicly received. Any proposal received after the time and date specified will not be considered.

Proposals will be accepted at one location only, as follows:

IMPERIAL COMMUNITY COLLEGE DISTRICT
Purchasing Department, Building 1800
380 East Aten Road
Imperial, CA 92251

Mark exterior of submittal package with **RFP 1005** and the submittal date and time. Proposals delivered via courier or express mail must be designated for delivery to the Purchasing Department of the Imperial Community College District and scheduled for delivery prior to 1:00 p.m. local time on the date designated for receipt of proposals.

As this is a request for sealed proposals, proposals received via FAX transmission will not be accepted.

Timeline

Posted to District's website:	May 3, 2017
Proposals Due Date:	June 9, 2017
Presentations to RFP Selection Committee (optional):	June 21, 2017
Notification of Award:	June 30, 2017
Finalist to Board for Approval:	July 20, 2017

Irrevocable Offer

Proposals shall be considered irrevocable offers for a period of thirty (30) days from the date of receipt and may not be withdrawn during this period without consent of the DISTRICT.

INFORMATION FOR PROPOSER

Request for Proposal

The DISTRICT is inviting proposals for the exclusive use of your beverage products on the Imperial Valley College campus. The contract resulting from this RFP shall begin, at the DISTRICT's discretion, on or about August 4, 2017, and is subject to termination as described in the accompanying General Conditions. The entirety of this RFP document sets forth the DISTRICT's requirements in detail.

Definition of Terms

The designation of **DISTRICT** refers to the Imperial Community College District.

The term **PROPOSER** refers to companies, which choose to submit proposals for exclusive use of soft drink product on the Imperial Valley College campus.

Reference to **COLLEGE** refers to Imperial Valley College.

The terms "contract" and "agreement" shall be used interchangeably within this document.

"Mutually agreed upon"

When this term is used in relation to location of equipment, the DISTRICT and COLLEGE agent will be the Dean of Student Affairs and Enrollment Services. In relation to any terms of this agreement, the Vice President of Business Services will be the agent for the Governing Board.

Throughout this document, the term **DISTRICT** shall be used to designate the rights and responsibilities of the Imperial Community College District.

The term **PARTNER** shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.

Proposal Process

The contracting process will include the following elements:

Form of Proposal

In addition to the DISTRICT's Proposal Form, submittal of which is mandatory, proposals may contain any material or information, which the Proposer thinks will be useful to the DISTRICT's evaluators in comparing proposals.

Evaluation of Proposals

Proposals will be evaluated on the written proposal only; no verbal negotiations will be allowed after proposals are submitted. **Best and final offers are to be included in the written proposal.**

Proposals will be evaluated by a team of DISTRICT and COLLEGE representatives appointed by the Vice President of Business Services and the Vice President Student Services. The evaluation team will recommend to the Vice President of Business Services who will recommend to the Governing Board. The team's analysis will be framed within the following ranked criteria:

1. Ensuring no negative price impact on the food and beverage operations compared to the current product costs; cost of post mix and related products for five years.
2. Level of vending and post-mix related service.
3. Present value of cash partnership contributions.
4. Cost of vending products or commission percentage based upon current retail pricing.
5. Value of other partnership contributions to which a direct dollar benefit can be assigned, such as scoreboard, scholarships, etc.
6. Value of product contributions, such as sideline coolers, etc.
7. Value of soft promotions, such as guaranteed tastings, etc.
8. Value of Product.

Payments

Commission payment shall be computed monthly.
Any up-front payments shall be paid within sixty (60) days of Governing Board approval.

Any yearly payments shall be received prior to July 31.

Right to Reject

The DISTRICT reserves the right to reject any or all proposals, or any part thereof, and to waive any technicalities or informalities in the best interest of the DISTRICT.

Award of Contract

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on July 20, 2017. The award will be made to the one responsible firm, which is judged to offer the most advantages to the DISTRICT. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of DISTRICT and PARTNER and the obligation of each party for performance of the agreement.

Execution of Contract

In submitting a proposal, the PROPOSER agrees to execute a contract incorporating the instructions for Submittal of Proposals, Information for PROPOSERs, General Conditions, PARTNER's Proposal, and any other documentation in explanation thereof, which collectively shall constitute the contract.

GENERAL CONDITIONS

General

The DISTRICT desires to contract for the exclusive use of PARTNER's beverage products, as defined by this document, on the Imperial Valley College campus in accordance with the terms, conditions, and specifications of RFP 1005. In consideration for granting the exclusive pouring rights, the DISTRICT expects to obtain a PARTNER to promote Imperial Valley College and provide support for the Associated Student Government.

Contract Term

The term of the contract shall be for a period of five (5) years, beginning, at the discretion of the DISTRICT, on or about August 4, 2017.

Representatives of Parties

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

For the DISTRICT: Vice President of Business Services or designee and the Director of Purchasing. At Imperial Valley College, the Site Representative shall be designated by the Dean of Student Affairs and Enrollment Services.

For the PARTNER: PARTNER's representative and/or location supervisor or manager, as designed by the PARTNER upon assumption of the contract.

Termination of Contract

After fifteen (15) days' written notice by the DISTRICT, the Contract for Exclusive Use of Carbonated Soft Drink Products at Imperial Valley College may be terminated for cause at any time at the option of the DISTRICT.

Causes for terminating this contract may include, but are not limited to:

- Failure to meet and maintain minimum insurance requirements;
- Failure to cooperate with COLLEGE personnel to meet service requirements;
- Failure to make accurate and timely reports, and commission payments;
- Any other breach of this contract.

In the event of termination by the DISTRICT, a Notice of Termination shall be sent by the DISTRICT'S Director of Purchasing, via certified U.S. mail to the PARTNER's representative.

Force Majeure

Neither the DISTRICT nor the PARTNER shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of

either party. Such acts shall include, but not be limited to acts of God, riots, and acts of war, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of either party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, the party affected shall promptly notify the other party.

Assignment of Contract

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the DISTRICT.

Changes to Contract Terms

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.

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

Ordinances, Laws and Regulations

The PARTNER 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 PARTNER 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 PARTNER's operations.

Insurance Requirements

The enclosed Insurance Requirement Affidavit must be completed, notarized and returned with the proposal. The affidavit will determine compliance with the following insurance requirements. Failure to furnish the insurance Requirement Affidavit with returned proposal will result in proposal being declared non-responsive and PROPOSER will be ineligible for the award.

The PARTNER, and any subcontractor (if applicable), shall carry insurance with policy limits not less than hereinafter specified.

Commercial General Liability:
Bodily Injury & Property Damage

$1,000,000	General Aggregate
1,000,000	Products Aggregate
1,000,000	Each Occurrence
50,000	Fire Damage Limit

5,000 Medical Expense Limit

Fire and Extended Coverage: All Risk

Auto Liability to include owned, non-owned and hired:

Bodily Injury

$1,000,000 each person
1,000,000 each accident

Property Damage

$1,000,000 each accident **or**

Combined Single Limit

$1,000,000 each accident

Blanket Fidelity Bond:

$ 250,000 or maximum exposure

Workers' Compensation Coverage*

Statutory for State of California

Employer's Liability

$1,000,000 each accident
1,000,000 each employee-disease
1,000,000 policy limit-disease

*Alternatively, a State of California Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Workers' Compensation Insurance.

Note: The DISTRICT shall be named as an additional insured party on PARTNER's general liability policy and any excess/umbrella liability insurance policies.

The certificate of insurance shall state that the PARTNER agrees to waive subrogation against the DISTRICT, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance, including the deductible portions thereof. Certificates of insurance shall evidence the waivers of subrogation.

All provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Insurance certificates for the stated requirements must be furnished to the Director of Purchasing prior to commencement of work.

Insurance shall be written by companies licensed to transact business in the State of California and acceptable to the DISTRICT,

The PARTNER shall furnish the DISTRICT certificates evidencing the required insurance, which shall not be cancelable unless thirty (30) calendar days advance notice, is given to the certificate holder. When requested by the DISTRICT, copies of any of the PARTNER's policies must be furnished; otherwise, the DISTRICT shall require certificates only.

It shall be the PARTNER's responsibility to ensure that new and replacement certificates of insurance are submitted to the Director of Purchasing as they are issued or changed; also, the Director of Purchasing shall be notified if a listed coverage will not be renewed at time of expiration. Certificates shall be mailed to the following address:

IMPERIAL COMMUNITY COLLEGE DISTRICT
Director of Purchasing
380 East Aten Road
Imperial, CA 92251

Approval, disapproval, or failure to act by DISTRICT regarding any insurance supplied by PARTNER shall not relieve PARTNER of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerates PARTNER from liability.

No special payment shall be made by the DISTRICT for any insurance that the Contractor may be required to carry.

Indemnification

The PARTNER, in performing its obligations under this agreement, is acting independently and the DISTRICT assumes no responsibility or liability for PARTNER's acts or omissions to third parties and PARTNER agrees to indemnify and hold harmless the DISTRICT, its officers and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by PARTNER's breach of the terms or provisions of this agreement, or by any negligent act or omission of PARTNER, its officers, agents, employees or invitees in the performance of this Agreement; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the DISTRICT, its officers or employees,

and in the event of joint and concurrent negligence of both the PARTNER and the DISTRICT, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of California; without, however, waiving any governmental immunity available to the DISTRICT under California law and without waiving any defense of the parties under California law. This paragraph is solely for the benefit of the PARTNER and

DISTRICT and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Risk of Loss

The PARTNER shall bear the full responsibility for all risk of loss resulting from vandalism or theft of money or merchandise.

Auditable Records

The PARTNER shall maintain such account books and records in connection with its performance of the contract as may be reasonably required by the DISTRICT, including adequate cash register detail to support reports of gross sales. Such books and records shall be available locally or be made readily accessible with reasonable notice. The PARTNER shall provide the DISTRICT with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. The PARTNER shall, at any reasonable time DURING THE CONTRACT TERM AND FOR A PERIOD OF NOT LESS THAN TWO YEARS FOLLOWING THE COMPLETION OF WORK UNDER THE CONTRACT, afford the DISTRICT'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 the DISTRICT, produce and exhibit all such records.

Obligation of PROPOSER

At the time of the submittal of proposals each PROPOSER will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any PROPOSER to thoroughly inspect the sites, or to examine any form, instrument or document shall in no way relieve any PROPOSER from any obligation in respect to this proposal.

CONTRACT FOR BEVERAGE PRODUCT PARTNERSHIP for IMPERIAL VALLEY COLLEGE (SAMPLE)

STATE OF CALIFORNIA

COUNTY OF IMPERIAL

THIS AGREEMENT is made this 4th day of August, 2017, by and between:

(1) THE IMPERIAL COMMUNITY COLLEGE DISTRICT, located at 380 East Aten Road, Imperial, CA 92251, (hereinafter called "DISTRICT"); and

(2) _____a _____

of the State of_____, having its principal office at _
(hereinafter called "PARTNER").

W I T N E S S E T H:

The DISTRICT, having invited and received proposals for the BEVERAGE PRODUCT PARTNERSHIP for IMPERIAL VALLEY COLLEGE, hereby accepts the proposal of the above-named PARTNER to furnish services under the following terms and conditions, to wit:

The PARTNER agrees to provide exclusive use (as defined in this document) of_____products in accordance with this contract and the following documents, which are incorporated by reference into this contract, and which collectively evidence and constitute the entire contract:

DISTRICT's RFP 1005
1) Instructions for Submittal of Proposals
2) Information for PROPOSERs
3) General Conditions
5) Specifications
6) Addenda (if applicable).

PARTNER's Proposal and accompanying submittal.

Amendments, as agreed upon by the parties.

This contract shall not be assigned or transferred, directly or indirectly, in whole or in part, without the prior written consent of the DISTRICT.

This contract is made and to be performed in Imperial County, California, and shall be construed in accordance with the laws of the State of California.

This contract shall be effective on the 4th day of August, 2017, and shall terminate in accordance with the terms thereof.

IN WITNESS WHEREOF, the DISTRICT and the PARTNER have executed this agreement on the day and in the year first above written.

DISTRICT:	CONTRACTOR:
IMPERIAL COMMUNITY COLLEGE DISTRICT	Name: _____
By:_____	By:_____
John Lau Vice President of Business Services	Title: _____
Date:_____	Date: _____

PROPOSAL FORM

Proposal of:

_____

(Hereinafter referred to as PROPOSER)

To: Imperial Community College District
Attention: Director of Purchasing
380 East Aten Road
Imperial, CA 92251

The PROPOSER, in compliance with your invitation for proposals for:

BEVERAGE PRODUCT PARTNERSHIP

for the Imperial Valley College campus of the Imperial Community College District, having examined the Instructions for Submittal of Proposals, Information for PROPOSERs, General Conditions, and Requirements, and having examined the site and being familiar with all conditions in connection with the proposed contract, hereby proposes to provide, as an independent contractor, the personnel, goods and services necessary to provide exclusive beverage products for the benefit and use of the students, staff, and guests of the DISTRICT and Imperial Valley College. In return for the privilege of providing exclusive beverage products, the PROPOSER offers to compensate the DISTRICT in accordance with the schedule of PARTNERSHIP considerations stated hereinafter.

PROPOSAL FORM

Requirements

In submitting proposal, PROPOSER agrees to the following requirements:

1. Direct Delivery of Products, including but not limited to:

    - Fountain Syrup/CO2 Gas
    - Carbonated soft drinks in 20oz Bottles
    - Cups and lids

2. Weekly scheduled deliveries; delivery driver will deliver stock to the Associated Student Government for vending machines and provide merchandise for the foodservices company in the cafeteria

3. Provide two (2) ice making machines to be placed on top of the two (2) existing fountain beverage units in the cafeteria.

4. Purchase of Water Cooler and EZH20 Bottle Filling Station to be placed in close proximity to athletic facilities.

5. High quality new or nearly new visual display fountain and cooler equipment at no cost for all mutually agreed to locations.

6. Large capacity vending machines with newest technology (including vending misers) and dollar bill validators at no cost for all current locations and any mutually agreed upon additional locations. If utility facility modifications are required, the cost of those modifications will be a PARTNER responsibility. Any new vending machines or relocation of vending machines need to receive written pre-approval of Dean of Student Affairs and Enrollment Services —Imperial Valley College. All new agreed upon vending machine costs shall be borne by PARTNER. The DISTRICT shall approve location of machines, quantity of machines, and installation methods, with associated costs borne by the PARTNER. PARTNER shall ensure that vending machines are regularly maintained and kept clean.

7. No cost, 24-hour, 7 days a week service for all PARTNER provided equipment with a commitment for less than 24-hour response time.

8. Any up-front payments shall be received within sixty (60) days from the DISTRICT's approval of contract.

9. After initial up-front payments, any yearly payments shall be received before July 31.

10. Quarterly meeting with the Dean of Student Affairs and Enrollment Services or other college designee to review contract issues and provide feedback.

PROPOSAL FORM

Beverage Pricing

1. First Year Pricing – Pricing schedule may be attached to this page.

2. Years 2-4 Pricing – Annual increases, if any may not exceed the increase in the Agency Billing pricing.

Cup & Lid Pricing

1. First Year Pricing – Pricing schedule may be attached to this page.

2. Years 2-4 Pricing – Identify what pricing schedule will be used in future years.

PROPOSAL FORM

Potential Partnership Contributions

Required:

1. Guaranteed cash payments restricted for use by the Imperial Valley College Associated Student Government and general college activities for expenditures approved by the Imperial Valley College President. (These payments are in addition to any other commissions.)

   Year 1: _____

   Year 2: _____

   Year 3: _____

   Year 4: _____

   Year 5: _____

   Are there any other restrictions on the use of the funds:

   _____

   _____

   _____

Optional:

2. Contributions to the Imperial Valley College Foundation General Scholarship fund:

   Year 1: _____

   Year 2: _____

   Year 3: _____

   Year 4: _____

   Year 5: _____

   Are there any other restrictions on the use of the funds?

   _____

   _____

PROPOSAL FORM

Optional:

3. Provide Baseball/Softball/Basketball Scoreboard

_____

_____

_____

_____

_____

Optional:

4. Sponsorship Support at Annual Imperial Valley College Foundation Gala and/or Annual Events.

   Year 1: _____

   Year 2: _____

   Year 3: _____

   Year 4: _____

   Year 5: _____

Optional:

5. Value of/or products and equipment for use by Imperial Valley College Athletics teams (benches, coolers, cups, Isotonic drinks, chairs, towels, etc.)

   Year 1: _____

   Year 2: _____

   Year 3: _____

   Year 4: _____

   Year 5: _____

PROPOSAL FORM

7. Other PARTNERSHIP Commitments - Please list other yearly PARTNERSHIP commitments (e.g., provision of beverages at campus-wide events such as Welcome Week, College Recognition Ceremony, Student Awards Ceremony, and General College Forum, sampling events, specific COLLEGE promotion, vending/merchandising carts, access to national scholarships, free products for fund raising activities, etc.)

_____

_____

_____

_____

_____

_____

PROPOSAL FORM

Considerations

The DISTRICT and Imperial Valley College agree that the PARTNER will benefit as follows:

"Exclusive" use of PARTNER beverage products on the Imperial Valley College campus. The term "exclusive" is defined at "all campus fountain syrup/CO2 gas products, carbonated soft drinks in bottles and cans, and cups and lids". The exclusive agreement does not include water, milk, coffee, juice and current products that are offered at the campus which are considered "new age" or designer beverages. These current products are Energy Drinks, SoBe, Arizona Tea, Nantucket Juices, Snapple, Naked Juice, Pure Protein, and Starbucks Frapuccino. Any new products that are introduced and are not listed in this exclusive agreement must be agreed upon between both parties.

Top advertising in all sporting events with minimum gift of $20,000.

Banners (provided by PARTNER) displayed at all facilities year round.
Imperial Valley College will display a 3' x 6' banner in the gymnasium, swimming pool, tennis courts, soccer field, baseball field, and softball field.

Six (6) season tickets for all sports (home events).
Imperial Valley College fields 10 sports. Season tickets for 6 individuals will be available for all home events.

Poster and flyer advertisement for sports.
All posters and flyers sent out by various sports to the community, alumni, students, faculty, and staff would recognize your corporation as an Arab Athletic Sponsor.

Radio Broadcast announcement at games as Athletic Corporate Sponsor.
Your corporation will be recognized on the air as an Arab Athletic Sponsor.

Public Address announcements at home events as Athletic Corporate Sponsor.
At each home contest, we will recognize your corporation as a corporate sponsor of Arab athletics over the public address system.

If there are additional commitments or considerations from the DISTRICT or COLLEGE that your proposal is based upon, please list them below:

_____

_____

_____

PROPOSAL FORM

Offer Held Firm: The PROPOSER agrees that it will not withdraw its offer for a period of thirty (30) calendar days from the opening date.

Right to Reject: The PROPOSER understands that the DISTRICT reserves the right to reject any or all proposals and to waive any informalities in the evaluation of proposals.

Bidder Certification: The PROPOSER certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and without collusion or fraud.

Execution of a Contract: If awarded a contract, the PROPOSER agrees to execute a contract in accordance with this Proposal and the DISTRICT's Instructions for Submittal of Proposals, Information for PROPOSERs, General Conditions, and Service Requirements within twenty-one (21) calendar days of receipt of written notice of acceptance of the Proposal by the DISTRICT.

Assumption of Contract: The PROPOSER agrees to assume operations under the contract on_____or within_____calendar days following the DISTRICT's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the PROPOSER affirms acceptance of the complete Conditions, Specifications and Requirements associated with the DISTRICT's RFP document, unless otherwise stipulated. Any variances or exceptions which the PROPOSER wishes to note with respect to any of the Conditions, Specifications, or any COLLEGE Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled **"Exceptions."**

Conflicts of Interest: All PROPOSERs must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Imperial Community College District, which includes any COLLEGE employee. Further all PROPOSERs must disclose the name of any DISTRICT or COLLEGE employee, or Board of Trustees member, who has, directory or indirectly, any financial interests in the PROPOSER'S firm or any of its branches. Submit this information on an attachment to the proposal which is titled **"Conflict of Interest"** and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The PROPOSER's detailed responses to the DISTRICT's Specifications and evaluation criteria must accompany this Proposal.

DISTRICT's Right to Award: The Signer hereby acknowledges that the DISTRICT reserves the right to make the award to the PROPOSER which the DISTRICT judges to have submitted the proposal most favorable to the DISTRICT, with the DISTRICT being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY:

(Seal, if bid is by Corporation)

Company Name

Mailing Address

City, State, and Zip Code

_____/_____

Telephone Number FAX Number

By: Signature (Manual)

By: Signature (Typed)

Title

PROPOSAL FORM

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

Addendum #_____ Date Received: _____

CONTRACTOR INFORMATION

INSTRUCTIONS: Please fill in the appropriate section below, completing all blanks within the section. This information is necessary to ensure that the contract and security bond are in the correct form.

SECTION 1: If the Contractor is a SOLE PROPRIETOR, fill in this section only:

Name_____
First Middle Last

Name under which you are engaged in business (if operating under an assumed name):

_____

Place of Residence: _____
County State

SECTION 2: If the Contractor is a **PARTNERSHIP,** fill in this section only:

Name of Partner Place of Residence

_____

_____

_____

Name under which you are engaged in business (if operating under an assumed name):

_____

Principal Place of Business: _____
County State

SECTION 3: If the Contractor is a CORPORATION, fill in this section only:

Name of Corporation: _____

State of Incorporation: _____
County:_____

Location of Principal Office: _____

Person executing Contract on behalf of Corporation:

Name/Title:_____/_____

Address: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California)
) ss.
County of_____)

_____, being first duly sworn, deposes and says that he or she is_____of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any PROPOSER or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any other PROPOSER, or to fix any overhead, profit, or cost element of the proposal price, or that of any other PROPOSER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the PROPOSER has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____
Signature

_____
Date

INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of_____)
) ss.
County of_____)

The undersigned, being first duly sworn, deposes that he/she is _____

of _____

herein called the PROPOSER; that the PROPOSER has submitted a proposal to manage and operate the two bookstores of the Imperial Community College District, herein called the DISTRICT.

The PROPOSER agrees that he/she is familiar with the circumstances affecting the preparation and making of such proposal, and is properly qualified to make this affidavit; that he/she certifies the following:

PROPOSER is insured with policy limits not less than the following:

a. Commercial General Liability:

Bodily Injury &	$1,000,000	General Aggregate
Property Damage	$1,000,000	Products Aggregate
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage Limit
	$ 5,000	Medical Expense Limit

b. Fire and extended coverage: All Risk

c. Auto Liability to include owned, non-owned and hired:

Bodily Injury	$1,000,000	each person
	$1,000,000	each accident
Property Damage	$1,000,000	each accident or
Combined Single Limit	$1,000,000	each accident

d. Blanket Fidelity Bond: $ 250,000 or maximum exposure

e. Worker's Compensation Coverage* Statutory for State of California

Employer's Liability	$1,000,000 each accident
	$1,000,000 each employee-disease
	$1,000,000 policy limit-disease

*Alternatively, a State of California Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance.

Subscribed and sworn to before me

_____
Firm

this day of_____2017

_____
Signed

_____
Type or print name of affiant

_____
Title

Notary Public
My commission expires_____.

IMPERIAL COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY-
AFFIRMATIVE ACTION STATEMENT

Every person, firm, company or corporation with whom the Imperial Community College District does business in the amount of $10,000 or cumulative contracts totaling $10,000 is required to sign the following statement:

> Suppliers will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

_____
Name of individual, company or corporation

By:_____

(Corporate Seal)

Title:_____

Address:_____

_____
City State Zip Code

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

I am aware of the provisions of Section 3700 of the Labor Code, 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.

_____

_____

_____

(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 this contract.