MARIN COMMUNITY COLLEGE DISTRICT

BID PROPOSAL #14-0326
Bookstore Services

Mandatory Conference/Walkthrough

Wednesday, April 9, 2014
At 2:45 p.m. with Check-in 2:30 p.m.

Closing Time & Date

3:00 p.m. Friday, April 18, 2014

Proposal Submittal Location
District Purchasing Department
Marin Community College District
Building 8 Room 130
1800 Ignacio Road
Novato, CA 94949

Contact

David Erlenheim, Purchasing Agent... (415) 884-3162
E-mail address: buyer@marin.edu

It is the policy of the Marin Community College District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of ethnic group identification, race, color, language, accent, immigration status, ancestry, national origin, age, sex or gender, gender identity, religion, sexual orientation, marital status, medical condition, veteran status, physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics; and that barriers to effective participation traditionally encountered by minorities and females be minimized.
MARIN COMMUNITY COLLEGE DISTRICT

Request for Proposal
Bookstore Services

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NOTICE TO BIDDERS

The Marin Community College District, 1800 Ignacio Blvd, Novato, California 94949 hereby invites sealed proposals for the following:

REQUEST FOR PROPOSAL #14-0326
BOOKSTORE SERVICES

Bids shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. This bid package may only be received through District Purchasing to be valid. The District will receive sealed proposals at the District Purchasing Office, 1800 Ignacio Blvd, Novato, CA 94949, before:

3:00 p.m. Friday, April 18, 2014
Bid Proposal #14-0326
BOOKSTORE SERVICES

On Wednesday, April 9, 2014 at 2:45 p.m. with check-in at 2:30 p.m. there will be a mandatory conference/walkthrough of the Bookstore.

Advertised:

March 31, 2014
April 7, 2014

Board of Trustees
Marin Community College District
BID CONDITIONS

BID MATERIALS AND INFORMATION: This bid and all subsequent documents may only
be obtained from and questions directed to:

District Purchasing Department
Marin Community College District
1800 Ignacio Blvd Novato, CA  94949
(415) 884-3162
(415) 883-3261 – FAX
http://www.marin.edu/fiscal/bids.html

There is a mandatory walk-through on Wednesday, April 9, 2014 at 2:45 p.m., sign in will begin
at 2:30 p.m.

All questions must be e-mailed to David Erlenheim at buyer@marin.edu by Friday, April 11,
2014.  Answers will be researched and posted on the District’s website by Tuesday, April 15,
2014.

Marin Community College District also referred to as MCCD.

EXAMINATION OF BID DOCUMENTS AND ACTUAL CONDITIONS: Before submitting a bid,
the bidder shall thoroughly familiarize himself/herself with all bid documents referred to in
the bid proposal, and any addenda issued before the bid closing. Such addenda shall form
part of the bid response. It shall be the bidder’s responsibility to ascertain that his bid
includes all addenda issued prior to the bid closing.

The bidder must satisfy himself/herself by personal examination and by such other means
as the bidder may prefer as to the actual conditions and requirements under which the bid
shall be made. Such examination must be upon the notification and approval of the District
Purchasing Department.

If, after inspection and examination by the bidder, there are any existing conditions or
requirements of the bid which are not completely understood by the bidder, he/she shall
contact the District Purchasing Department for further information as may be available.

BID FORM: Attachment A, page 36. In order to preserve uniformity and to facilitate the
award of CONTRACT, no proposals will be considered unless made upon forms furnished by
the MCCD and follows the Proposal Format beginning on Page 12. No electronic,
telegraphic, or telephonic proposal or modifications will be considered. Bid Proposal must
include this Bid packet filled out in its entirety, with any addendums attached to the front of this Bid Proposal and any additional documents attached to the back of this Bid Proposal.

All responses on the form should be filled out entirely. Numbers should be stated in figures and signatures of all individuals must be in long hand. The bidder must submit separately on each article listed, unless otherwise requested herein.

All proposals, prices and notations must be typed or written in ink. Bids must not be written in pencil. Mistakes may be crossed out and correction inserted in adjacent, but the correction must be initialed in ink by the person signing the proposal. No corrections can be made after the time of the bid closing.

Statements or communications which serve to qualify the bid may void such bid as to the items qualified.

Each major article that is listed may be shown with attachments and accessories as required. The bid figure for this proposal as specified should be a total figure including all those attachments or accessories that are shown in the specification. If there are individual costs for attachments or accessories, all costs must be identified in the figures quoted.

ADDENDUMS: Any addendums issued during the time of bidding shall form a part of the bid document issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

BID SUBMISSION: Whether bids are sent by mail or delivered in person, the bidder shall be responsible for the delivery of the bid to the District Purchasing Department, Marin Community College District, 1800 Ignacio Blvd, Novato, CA 94949 on or before the advertised date and hour for the closing of the bid. If the mail or personal delivery is delayed beyond the date and hour set for the bid closing, such delayed bids shall not be considered and shall be returned unopened. UPS DOES NOT DELIVER TO THIS ADDRESS.

Outside of Bid must include name of Vendor and Bid Name and Number.

Bidders must submit one electronic version on CD or flash drive, one (1) printed original and five (5) printed copies of their respective response to this RFP.

All Bid Proposal requests sent by e-mail must have the e-mail attached to the front of the Bid Proposal.

All Addendums must be attached to the front of the Bid Proposal.
This Final Bid Request with the latest addendums must be included with no changes made to it, after the e-mail.

Any exceptions to the Final Bid Request must be referenced in a separate section of your proposal.

**TAXES:** In completing the bid form the bid total must exclude tax.

**DISCOUNTS:** Where additional discounts apply against bid figures, identify exact figures and/or percentage (%) of discount.

**ACCEPTANCE, CHANGES, REJECTION OR WITHDRAWAL OF BIDS:** The Bid Proposal submitted by the Bidder shall remain open and valid and shall be subject to acceptance by MCCD for one hundred and twenty (120) days after the bid closing date.

Changes to a bid shall **not** be allowed after bid closing!

The Marin Community College District reserves the right to reject any and all bids, to waive any informality and/or irregularity in any bid received, and to be the sole judge of the acceptability of a quoted product.

The bidder may withdraw its bid at any time before the bid closing. In no case may a bid be withdrawn **after** the bid closing date without express approval from the Governing Board of the Marin Community College District. Request for withdrawal of a bid must be submitted in writing by the bidder to MCCD.

**BASIS OF AWARD:** This Contract will be awarded in the best interest of the District. See Instructions to Bidders.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of MCCD, a bidder shall submit to MCCD within five (5) days after request satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in the type of work required by the District, the bidder’s organization available for the performance of the contract and any other required evidence of the bidder’s qualification to perform the proposed contract. The District may consider such evidence before making its decision awarding the contract. Failure to submit evidence of a bidder’s responsibility to perform may result in rejection of the proposal.

**DELIVERY:** Delivery of bid must be completed on or before the delivery date/time specified by the bidder. Since time is of the essence and since any order placed was with reliance upon the bidder’s delivery promise, such delivery must be completed as specified in the bid.
Failure of the bidder to deliver as specified in the bid, for any other reasons than those listed above, shall result in (at the option of the Marin Community College District):

1. The rescinding of the Contract.

FORCE MAJEURE CLAUSE: The Contractor and MCCD shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by acts of God, acts of Government, labor disturbances, fire, lack or shortage of transportation facilities by the Government or other causes which are beyond the control of and not due to the fault or neglect of the Contractor or MCCD; or when MCCD is prevented from performing by operation of law or a court order.

In these instances, the Contractor shall within five (5) days of such occurrence submit written evidence for the cause of the delay including a request for an extension of time equal to the delay. If the District finds that a cause for delay does exist, it may at its’ option grant an extension of time equal to the delay.

PAYMENT: One hundred percent (100%) payment will be processed through MCCD’s normal accounts payment process after receipt and acceptance of services and after compliance by the Contractor with all of the terms of the contract.

COMPATIBILITY/INTERFACE: When reference has been made that equipment requested must be compatible and/or interface with existing MCCD owned equipment, bidder is to advise if additional items, other than specified, will be needed to meet this requirement and shall list in the bid proposal items along with costs including labor charges to install interface materials.

FEDERAL AND/OR STATE SAFETY REGULATIONS: The articles covered by this bid and any contract for furnishing any services listed in the bid proposal must conform with the safety orders of the State of California, Division of Industrial Safety or the regulations of the Federal Occupational Safety and Health Administration as set forth in the Federal Register, whichever is the more restrictive.

CONTRACTOR’S RESPONSIBILITIES: In the performance of any operations hereunder, contractor shall furnish at its own expense and cost any and all necessary labor bonds, permits, materials, supplies, machinery, equipment, tools, transportation and anything else necessary to perform and complete the work covered by this Agreement, other than items which MCCD specifically agrees in writing to furnish. Contractor and any of its’ subcontractors shall assume all risks for any damage to or destruction of contractor’s tools, machinery, equipment or materials of any kind or character resulting from any cause unless otherwise specified. All materials shall be new and of a grade and quality adequate for the required use and Contractor warrants that the quality of the work done and materials used will be to the highest standard now prevailing in the industry for work of such nature in every respect.
PIGGYBACK CLAUSE: Other county offices of education and school districts within California may desire to award a contract in response to this Bid Proposal. If authorized by the bidder herein, the bidder shall provide materials to these other county offices of education and school districts at the same prices and upon the same terms and conditions pursuant to Section 20652 of the California Public Contract Code and Section 39642 of the California Education Code (applies to newly manufactured equipment only). For the purposes of this clause, MCCD requests that the quoted prices be held valid for one hundred twenty (120) days after the opening of the bid. MCCD waives the right to require other county offices of education and school districts to draw their warrants in favor of MCCD as provided in said code sections.
REQUEST FOR PROPOSAL (RFP)
BOOKSTORE SERVICES,
MARIN COMMUNITY COLLEGE DISTRICT

I. INTRODUCTION

The Marin Community College District (hereinafter “District”) is seeking proposals from highly-qualified companies interested in providing all management, systems, labor, and materials complete and necessary to successfully operate the College of Marin Bookstore in accordance with a contract created as a result of this Request for Proposal (RFP) process. The District will require a contract to be substantially the same as the requirements presented herein (See Section V). The Scope of Work for any contract resulting from this RFP shall contain, at minimum, all current best practices of the industry and commitment by the contractor to deploy the latest hardware and software technology.

II. MARIN COMMUNITY COLLEGE DISTRICT

MCCD is a single college district with approximately 4,700 Full Time Equivalent students, operating at two campus locations.

<table>
<thead>
<tr>
<th>College</th>
<th>Location</th>
<th># FTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kentfield Campus</td>
<td>835 College Avenue</td>
<td>3,900</td>
</tr>
<tr>
<td></td>
<td>Kentfield, CA 94904</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(415) 457-8811</td>
<td></td>
</tr>
<tr>
<td>Indian Valley Campus</td>
<td>1800 Ignacio Blvd</td>
<td>800</td>
</tr>
<tr>
<td></td>
<td>Novato, CA 94949</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(415) 883-2211</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employees</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>153</td>
</tr>
<tr>
<td>Classified</td>
<td>202</td>
</tr>
<tr>
<td>Regular Staffing</td>
<td>325</td>
</tr>
<tr>
<td>Non-Regular Staffing</td>
<td>450</td>
</tr>
</tbody>
</table>

III. COLLEGE OF MARIN BOOKSTORE

The Bookstore is located on the Kentfield campus and is operated as a service to the District by authorization of the Board of Trustees of the Marin Community College District. Hours of Operation: Fall and Spring Term (Normal Schedule) Monday through Thursday: 8:00 a.m. – 7:00 p.m.
Friday: 8:00 a.m. - 3:00 p.m.
(Hours subject to change during the summer, holidays, and the first few weeks of semester). During the first two weeks of each semester, the Bookstore will be open on Saturdays. Hours must be pre-approved by the District’s Vice President of College Operations.

IV. INSTRUCTIONS TO BIDDERS

Location of Work
Services will be provided in Learning Resource Center Building, at the Kentfield Campus located at 835 College Avenue, Kentfield, CA 94904. The District maintains its website as follows: www.marin.edu

Proposal Deadline
One electronic version on CD or flash drive, one (1) printed original and five (5) printed copies of the entire proposal, including any supporting documentation, must be provided and received by 3:00 p.m. on Friday, April 18, 2014, at which time and place will be recorded. Faxed proposals or proposals sent via electronic mail will not be accepted. Failure to meet the deadline will result in disqualification of the proposal without review. All proposals shall be submitted in sealed envelopes or boxes clearly marked on the outside the name of Vendor and Bid Name and Number."

All Proposers will be notified, in writing, of the results of the evaluation process.

Questions Regarding Proposals
Submit all questions regarding the RFP in writing to:

    David Erlenheim, Buyer
    Marin Community College District
    1800 Ignacio Blvd.
    Novato, CA 94949

Questions or clarifications requested by Respondents will be considered by the District only if submitted in writing by electronic mail to: buyer@marin.edu or by fax (415) 883-3261.

The last day for submission of questions is Friday, April 11, 2014. All questions will be responded to in writing on or before Tuesday, April 15, 2014. To ensure each Proposer receives equal information in preparing their proposal, Proposers are prohibited from directly contacting other District employees during the pre-submission process. No oral interpretations, clarifications or modification to the RFP documents are authorized on behalf of the District and Proposers shall not rely on such interpretations, clarifications, or modifications in preparing their proposals.
Pre-Proposal Conference

A MANDATORY Pre-Proposal Conference will be held on **Wednesday, April 9, 2014, at 2:45 PM.**

Marin Community College District
Bookstore located in Learning Resources Center (LRC)
835 College Avenue
Kentfield, CA 94904

A map is available at [http://www.marin.edu/WORD-PPT/KTD_parking_map.pdf](http://www.marin.edu/WORD-PPT/KTD_parking_map.pdf)

Sign-in will begin at **2:30 PM PDT**; the meeting will begin PROMPTLY at **2:45 PM.** The purpose of this conference is to discuss with prospective Proposers the scope of work, and to answer questions arising from initial review of this RFP. Proposers should have reviewed the RFP thoroughly before the Pre-Proposal Conference and be familiar with its contents. Failure to attend the conference/walk will result in the disqualification of the bid of the non-attending bidder.

No District Obligation to Contract

Receipt of proposals in response to this RFP does not obligate the District in any way. The right to accept or reject any proposal shall be exercised solely by the District. The District shall retain the right to abandon the RFP process at any time prior to the actual execution of a contract with a vendor, and the District shall bear no financial or other responsibility in the event of such abandonment.

Federal Regulations

Marin Community College District purchasing and contracting is conducted in accordance with all applicable Federal Regulations including, but not limited to, the debarment and suspension of contractors cause and Exhibit D – Circular A-110.

Proposer’s Financial Condition – Responsible Proposal

Prior to any contract being issued a Proposer must demonstrate to the District’s satisfaction that its company is financially sound. Proposers should prepare to submit proof of financial profitability and stability such as their most recent audited financial statements upon request during the evaluation period. If a Proposer is not a public corporation, it too should prepare to submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements.

Authorized Signature

Proposal must be signed by an individual with legal authorization to contract on behalf of the proposing entity.
Proposal Validity Period
The proposal must remain valid for at least four (4) months, (120 days) after submission.

Proposal Format
IT IS MANDATORY that the proposal format be followed exactly and completely as instructed here. Proposers are REQUIRED to organize responses into the following sections:

Section 1: Executive Summary
Summarize overall service performance and how the Proposer’s organization and its proposed solution(s) can best meet the current and future bookstore services needs at Marin Community College District. Include in this Executive Summary a discussion of the advantages you would bring to the District’s bookstore operations as demonstrated in your response to the RFP.

Section 2: Company Information
Provide: (1) the complete legal business name, address, telephone number, and name(s) of officer(s) authorized to legally bind the company. The proposal must be executed by a fully authorized official; (2) A detailed listing of the company resources, including personnel available, to implement your proposed solution(s); (3) A detailed description of the company’s corporate or other organizational structure; (4) A chronological history of the operation of the company during the past five (5) years, including major bookstore services customer accounts, the size of the accounts, and other descriptive information.

Section 3: Proposal/Solution(s)
Describe in detail how your firm will address the District’s Bookstore Services program needs as outlined in this RFP. All Proposers shall provide in this section the following information and documents with their proposal: (1) Respond to all of the RFP requirements; (2) A description of the retail items that may be sold to targeted customers with a) inexpensive, b) moderate, c) expensive budgets; (3) Describe the types of retail sales processes for items that would be available including several samples of regular and specialty items that might be offered; (4) A description of your standards of Customer Service; (5) Provide examples through case studies, training manuals, or other documentation that demonstrates your firm’s commitment to: cleanliness, organization, product presentation, employee training, management effectiveness, sales increases, measured performance reporting, measured marketing/advertising results; and (6) A description and list all major equipment items that your firm will provide and install, at no cost to the District, as a part of the Bookstore Services Contract.

Section 4: Course Packs/Custom Anthologies
Provide a description of your firm’s ability to provide faculty with fast, easy and risk-free course materials tailored specifically to their courses. Describe your firm’s expertise and experience in the area of obtaining copyright clearances to protect from copyright infringement. Describe your firm’s expertise and experience in reproducing, binding, and delivering course packs quickly and accurately. Describe savings for students. The Contract may include the exclusive right to produce and sell custom anthologies and course packs at the District.
Section 5: Client References
All proposers shall include references from at least two (2) Bookstore Services operations that it has successfully operated that are similarly sized Community Colleges. References from University, commercial or other public agency accounts may be submitted in addition to the two (2) required. Reference information shall include written letters of recommendation from the company or agency executives, administrators and/or managers responsible for the administration of the Bookstore Services program, the names and telephone numbers of contact individuals, and the location addresses must also be included in your submittal.

Section 6: Investment Proposal
Provide a complete Investment Proposal. All proposed pricing must include an annual commission unrelated to sales and an annual commission based on a percent of sales. What commission percentage of total gross sales, less sales tax, do you guarantee to pay to the District on a monthly basis during each year of the contract period? What annual minimum guaranteed amount do you propose to pay the District during each year of the contract period as a capital improvement investment or naming opportunity consistent with the college’s facilities/education plan? Describe other revenue sources/opportunities you can offer the District.

Section 7: Contract Acceptance
Respond or comment as necessary and in sequential order to the various contract clauses contained in Section V, District Requirements. Set forth in full or in writing, any alterations, exceptions, and/or new clauses.

Section 8: Bid Form
Attachment A

Section 9: Non-Collusion Affidavit
Attachment B

Section 10: Drug-Free Workplace Certificate
Attachment C

Section 11: W-9 Identification Number and Certification
Attachment D

Section 12: Other Information
In this section, include any additional relevant information that may be helpful in evaluating your proposal.
   Exhibit A: Hours of Operations
   Exhibit B: Commencement Actives Procedure
   Exhibit C: Learning Resources Center – College of Marin Bookstore Floor Plan
   Exhibit D: Circular A-110

Oral Presentations
Upon receipt of proposals in response to this RFP and the District’s subsequent review of such, the District, at its sole discretion, may invite one or more Proposers to make an oral
presentation to the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the Bookstore Services Program proposed. The Committee may inquire about Proposer’s past and current Bookstore Services programs.

Site Visits
The selection committee may elect to visit one or more Bookstore Services program sites operated by one or more Proposers to evaluate the quality and comprehensiveness of their services as a CONTRACTOR.

Evaluation of Proposals
A selection committee will evaluate the proposals. The following categories will provide the basis for the evaluations:
   a. Compliance with RFP guidelines and overall acceptance of District Requirements.
   b. Comprehensiveness of the written proposal and the oral presentation, if required, in addressing this RFP and the other reference materials presented by Proposer.
   c. Proposer’s demonstrated experience in and reputation for, managing similar sized Bookstore Services Programs in a community college.
   d. Proposer’s proven ability to implement best practices and assessment of the advantages and advances offered to the District in the proposal.
   e. Proposer’s resources in terms of qualified personnel, knowledge, skill and experiences in addressing the District’s needs as detailed in this RFP and other college-provided documentation.
   f. Proposer’s best fit as demonstrated in the presentation/interview session.
   g. A complete financial proposal demonstrating in response to this RFP, the financial potential to operate the full scope of services while enhancing returns to Marin Community College District on a year to year basis.
   h. The physical improvement to the District’s Bookstore and facilities.
   i. Results of inspection and evaluation visits by District staff of other Bookstore Services programs operated by the CONTRACTOR, should they occur.
   j. The District reserves the right to select the firm which, in the District’s opinion, will provide the most responsive and responsible services. The District is not bound to award the contract based solely on the lowest bid submitted.
   k. It is anticipated evaluations and proposals will be completed and the successful firm recommended to the District Board of Trustees on May 20, 2014.

The District Is Not Responsible for Preparation Costs
All costs incurred in the preparation, submission and/or presentation of the proposal response to this RFP, including, but not limited to, the Proposer’s travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the District. The District
shall not pay for any costs incurred for proposal or contract preparation because of termination of the contract resulting from this RFP.

Right to Use Ideas

All proposals submitted become the property of the District. The District reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Proposer. Any proprietary information submitted must be clearly marked as such. Selection or rejection of the proposal shall not affect this right.

Contract Negotiations

Upon preliminary selection, contract negotiations shall commence. Concurrent negotiations with two (2) or more proposals may be used. If any Proposer fails to provide the necessary information for negotiations in a timely manner, does not negotiate in good faith, cannot provide sound financial performance, or otherwise cannot perform the services, the District may elect to terminate negotiations, negotiate with other Proposers, or extend or terminate the entire request for proposal process. The District reserves the right to award any contract resulting from this RFP to any responsive and qualified proposer providing a proposal in response of this RFP with such determination to be made by the District at its sole discretion. The District also reserves the right to waive any minor irregularities in the request for proposal process.

If the CONTRACTOR intends to negotiate any items specified in the RFP, those must be specifically included in the RFP response by identifying the number, the term, and what they intend to propose during negotiations. Negotiations may or may not result in any changes to those specified in the RFP, so do not bid assuming changes will be made to the RFP.

Contract Term

The original term of this contract shall be for a period of five (5) years from the date of execution of contract documents. The District has chosen the five (5) year term to use the maximum period allowed by law so as to provide a favorable condition for return on investment by the CONTRACTOR. The District shall have the right to award a contract which contains Monthly Commission Rate/Annual Guaranteed Commission, scholarships, capital improvement, tenant improvement, naming rights acquisition and other monetary amounts that are mutually agreeable to the District and CONTRACTOR. The total length of the contract, in any case, will not exceed five (5) years.

Contract Approval

This RFP does not obligate the District until the execution of a written contract in a form approved by the District at its sole discretion. Upon approval of a contract, the Contract is effective from the date approved by the District’s governing board. The District shall not be responsible for work done, even in good faith, before approval of the Contract by the District.
RFP Inclusion in Contract

The District’s Request for Proposal, any District-generated RFP addenda, and the Proposer’s response will be incorporated into the finalized Contract as Exhibits. Wherever there is variance between the language in Proposer’s standard contract terms and conditions and the requirements and commitments stated in the District’s RFP and Proposer’s response, those requirements and commitments set forth in the District’s RFP and Proposer’s response will take precedence over the Proposer’s standard contract terms and conditions.

Bookstore Business Volume –College Of Marin Bookstore has approximately $1.6 million in annual gross sales.
V. DISTRICT REQUIREMENTS

THIS AGREEMENT, executed this ________day of _____________ by and between the
BOARD OF TRUSTEES OF MARIN COMMUNITY COLLEGE DISTRICT, a body corporate of the
State of California, for Marin Community College hereinafter referred to as “DISTRICT”,
and_______________________, a body corporate of the State of _____________________,
hereinafter referred to as “CONTRACTOR.”

WITNESSETH:
WHEREAS, the DISTRICT is desirous of granting to CONTRACTOR the right to operate the
College of Marin Bookstore, under the Terms and Conditions hereinafter set forth and,

WHEREAS, CONTRACTOR is desirous of operating said College of Marin Bookstore under the
Terms and Conditions hereinafter set forth,

NOW, THEREFORE, in furtherance of the above stated purpose and in consideration of the
mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Term of Contract
   The effective date of this Contract shall be upon signing, and shall terminate after a five
   (5) year period. The contract may be extended based upon terms mutually agreeable to
   both parties.

2. Termination of Contract
   a. Either party may terminate this Contract with or without cause upon one
      hundred twenty (120) days prior written notice.
   b. In the event of termination or expiration of this Contract, CONTRACTOR will be
      responsible for all inventories on hand.

3. Bookstore Name
   The name of the bookstore shall be and remain “College of Marin Bookstore”. Signs for
   identification and hours of operation will be posted at the entrance of the store. All
   signs and signage will be provided by CONTRACTOR. All signs and signage will be
   consistent with the DISTRICT’s signage standards and must be approved in advance by
   the DISTRICT’s Vice President of College Operations.

4. Exclusivity
   a. DISTRICT will grant CONTRACTOR the exclusive vendor right to buy and sell all:
      ➢ Textbooks
      ➢ Workbooks
      ➢ Fictional books
      ➢ Magazines
      ➢ Class rings
      ➢ General reference books
      ➢ Paperback books
      ➢ School supplies
      ➢ Clothing with Marin Community College logo
Jewelry
Novelties
Toilet articles
Stationery
Greeting Cards and Gifts
Sundry items
Over-the-counter medicine
Postage stamps
Diploma Plaques
Computer supplies (disks, etc.)
Computer software
Electronics
Other merchandise ordinarily sold in a for-profit college bookstore

Graduation regalia for sale / rent

b. If CONTRACTOR chooses to sell US postage stamps, they shall be sold at face value.

c. CONTRACTOR shall have the exclusive right to buy, sell, and distribute the foregoing merchandise (including the right to select vendors) free from any alternate source licensed, endorsed, or otherwise approved or supported by the DISTRICT, on Marin Community College campuses, by catalog or through electronic commerce, including hyperlinks to alternate sources. CONTRACTOR shall maintain all 1st quality/high quality merchandise.

d. DISTRICT reserves the right to pre-approve all products sold on campus.

e. Nothing in this contract shall prevent DISTRICT, non-profit student or athletic fund raisers from selling merchandise which is also available from CONTRACTOR.

f. DISTRICT and CONTRACTOR may negotiate additional bookstore-related services as needed during the term of this contract.

g. CONTRACTOR agrees that it will not in any manner use the credit or the name of DISTRICT in connection with its business or affairs without prior written consent of the DISTRICT’s Vice President of College Operations.

h. CONTRACTOR will not sublease or assign, either in whole or in part, any portion of the structure(s) provided. The DISTRICT retains the right to inspect all areas of the Bookstore, and CONTRACTOR agrees to permit inspection at any reasonable time by the DISTRICT’s Vice President of College Operations or designee.

5. Exceptions to Exclusivity

a. The contract will grant exclusive rights to all bookstore service requirements of the DISTRICT, with the exception that the DISTRICT may purchase any Athletic Department apparel and/or career technical education uniforms including items for resale, and the DISTRICT may purchase directly from publishers any required booklets, etc., for self-supporting or non-credit programs where normally the cost of the trade/reference book is included in the tuition of the class.

b. CONTRACTOR will be offered a first right of refusal on such trade reference books. If CONTRACTOR, after adding its gross margin, cannot be competitive to
the DISTRICT’s cost, DISTRICT will exercise its right to directly purchase and distribute said books.

(continued)
c. CONTRACTOR agrees that DISTRICT may allow its students to periodically set up an organized “book fair/book swap” program, (i.e., an organized effort where students set up manned or unmanned tables to swap books.)
d. The District currently sells school supplies and other items at the IVC campus and will continue to do so unless negotiated otherwise.
e. The District (including associated student bodies and clubs) are exempt and may sell or give away items occasionally. Items purchased by the District for such purpose do not have to be purchased through the CONTRACTOR.

6. **DISTRICT Logos**
CONTRACTOR shall have the non-exclusive right to use the DISTRICT seal and logo on store signage and collateral materials, the store Internet site, and on stationery, graduation announcements, soft goods including clothing, umbrellas, cups, clothing, binders, pens, pencils, decals, and other items which are manufactured to be sold by the Bookstore.

7. **Restrictions**
DISTRICT may forbid both the display and sale of any objectionable item(s). The following items may not be displayed or sold in the College Of Marin Bookstore:

   a. Other Contractual obligations
   b. Food (Except snack foods, such as candy bars, sodas, chips, peanuts, pre-packaged food products, ice-cream, etc.). Marin Community College has separately contracted with a food service provider who has sales rights to foodstuffs on campus).
   c. Cigarettes and other tobacco products
   d. Liquor
   e. Gambling items
   f. Sexually explicit materials

8. **Revenue to Marin Community College District**

   a. Revenue shall be derived based on all sales to faculty, staff, students, or others.
   b. The desired minimum amounts shall be paid to DISTRICT as revenue as follows:

<table>
<thead>
<tr>
<th></th>
<th>Guaranteed Annual Minimum:</th>
<th>$120,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Percent Commission to Marin Community College District from Gross Revenue over $1,500,000 annually:</td>
<td>5%</td>
</tr>
<tr>
<td>3.</td>
<td>Percent Commission to Marin Community College District from Gross Revenue over $2,000,000 annually:</td>
<td>8%</td>
</tr>
</tbody>
</table>
c. Monthly rent of $1,000 will be paid automatically on the first of each month.

d. Payment for the previous month shall be made within 15 days of the end of the following month to:

Marin Community College District
Accounts Receivable Dept.
1800 Ignacio Blvd.
Novato, CA 94949

Included with the payment should be a full report of the Bookstore's monthly sales and gross revenue for the preceding period. CONTRACTOR will maintain records on the premises of the Bookstore so that DISTRICT may determine the accuracy of the reports and provide other reporting - ad hoc at the request of the DISTRICT representatives.

e. The term “gross revenue” shall be defined to be all revenue received from the gross sales of all merchandise sold in the College Of Marin bookstore, or the store’s World Wide Web page less refunds. Subject to negotiations during the RFP process, it may not include:
   i. Computer hardware
   ii. Academically discounted software sales
   iii. Commissions earned from rings or graduation regalia’
   iv. CONTRACTOR-funded scholarship sales
   v. Sales at the faculty and staff discount described above, or,
   vi. Any amounts added to the selling price due to:
      1. Sales tax
      2. Excise tax
      3. Any other taxes
      4. Merchandise transferred to other stores

f. Capital investment consistent with DISTRICT facilities/education plan.

g. Other Revenue to be provided which may be proposed during the RFP.

9. Scholarships and Public Related Service Events
CONTRACTOR shall contribute the following annual scholarships to District’s Advancement Office:

a. Three (3) $500 scholarships for students to the District’s Advancement Office.

b. $3,500 or more annually in a general unrestricted contribution to the District’s Advancement Office made available to the College’s Office of the Superintendent-President.

c. Other contributions and/or donations as may be proposed during the RFP process.
10. Discounts
   a. District faculty and staff discounts shall be provided, and at a minimum, be within the range of 10 - 25% or greater from regular retail prices on any merchandise regularly carried or available for purchase, excluding text books, sale merchandise and academically discounted software.
   b. DISTRICT departments’ discount shall be 25% or greater off of purchases of supplies, excluding textbooks, sale merchandise, academically discounted software, and snack food.

11. Technology / Point of Sale System
   a. CONTRACTOR shall implement the latest electronic and technological innovations for students and other customers to order books, supplies, and gift items.
   b. CONTRACTOR will provide a high quality, interactive website to include a secure server for the purchase of books and merchandise electronically. CONTRACTOR will further develop the merchandising program through the website.
   c. A Point of Sale (POS) electronic scanning system will be required to be used at the College of Marin bookstore location.
   d. A proven, leading edge POS system for the bookstore will enable all registers to act as full service workstations to deliver efficient services and capture necessary data. Specifically, the POS registers will be able to process all sales, accept credit and debit card transactions, and process a wide array of financial aid/in-house credit card payments. The POS software package shall tie together information captured at the register with the backroom functions to provide managers with up to the minute visibility of store operations including inventory, accounts receivable trade book ordering/availability, general merchandise, and other relevant management functions and reports such as sales trend reporting and others as mutually agreed upon.
   e. CONTRACTOR shall pay all applicable local, state and federal taxes, in force or enacted. The DISTRICT shall not be responsible for any debts or deficits incurred by CONTRACTOR. Prices to be charged for goods and services are to be determined by CONTRACTOR, but the DISTRICT has the right to request review and the reconsideration of prices judged to be excessive and CONTRACTOR agrees to disclose actual cost of any item(s) reviewed.
   f. CONTRACTOR shall at no charge, handle various types of student vouchers and or debit cards. CONTRACTOR shall also provide for the special handling, tracking, and paperwork in order to accommodate these students. CONTRACTOR shall at no extra charge, provide for the sale of transportation passes.

12. Recordkeeping / Accounting Practices
   a. CONTRACTOR shall maintain records of all sales, collections and inventories from DISTRICT operations, including Internet sales and other records as
mutually agreed upon. All record keeping and accounting practices shall be in sufficient detail requirements applicable to a California Community College and be consistent with best practices of the college bookstore industry and be in compliance with all Federal and State laws and regulations, GAAP financial recordkeeping reporting.

b. CONTRACTOR shall provide audited financial statements for the CONTRACTOR Corporation prepared by an independent Certified Public Accounting (CPA) firm on an annual basis within sixty (60) days following the end of CONTRACTOR’s fiscal year. Additionally, CONTRACTOR will provide self-certified financial statements for the operations of the College Of Marin Bookstore within thirty (30) days following the end of the DISTRICT fiscal year. CONTRACTOR and its CPA shall conduct random audits of the bookstore on a regular basis and report results to DISTRICT representatives.

c. Records and reports shall be provided by text title when requested by DISTRICT.

13. Access and Audits

a. CONTRACTOR agrees to permit the DISTRICT’s or the State of California auditors, authorized representative, staff or agents to examine, inspect, and have access to the books, records, papers, equipment, and facilities, at all reasonable and proper times with respect in order to assure that each of the provisions of this Contract is being performed in a manner satisfactory to the DISTRICT.

b. CONTRACTOR shall maintain adequate records for at least two (2) years after completion of this contract. DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours upon five (5) days written notice.

c. DISTRICT /State’s auditor(s) may, including but not limited to, need access to the following documents during an audit:
   i. Sales Receipts
   ii. Cancelled checks
   iii. Deposit slips
   iv. Insurance documents

d. The above listed records may be kept on CONTRACTOR’s campus premises, and be made available at that location.

14. Credit / Debit Cards

CONTRACTOR shall accept credit cards (including but not limit to Master Card, VISA, American Express and Discover), and will pay all merchant charges associated with acceptance of these credit cards. In addition, contractor will accept debit cards for the amount of purchase at the bookstore subject to appropriate ID.
15. **Bad Checks**
DISTRICT will not be responsible for pursuing the collection of monies due from students as a result of bad checks and charges. Acceptance of personal checks will be at the discretion of the CONTRACTOR, since they will also assume the risk associated with bad checks.

16. **Refund Policy – General Merchandise**
CONTRACTOR shall identify and implement a refund and exchange policy for general merchandise, which must have the prior approval of DISTRICT’s representative. College of Marin Bookstore will issue full purchase price refunds for textbook and course-related supply returns under the following conditions:

- **a.** Textbooks and course-related supplies may be returned for any reason for five (5) days in Fall and Spring and three (3) days during Summer from the first day of classes for a full refund.
- **b.** Books for Late Start, Fast Track, and summer semester classes may be returned for a full refund for one (1) to three (3) business days from the start of the class.
- **c.** All books and course-related supplies must be returned in original condition. Items sold in shrink-wrap must be returned unopened to receive a full refund. In limited situations, at the discretion of the management, a used book refund may be available for shrink-wrapped items that have been opened.
- **d.** The customer must have the original register receipt to receive a refund. Purchases made on a credit card must be refunded to the same credit card, and the customer must have the card with them at the time of the return. In some situations (at the discretion of the management) where the customer has lost a receipt or the credit card account is no longer active, at College Of Marin Bookstore Gift Card may be issued to the customer for the amount of the refund in lieu of cash or credit card refund.

17. **Advertising Materials**
DISTRICT shall have the right of prior approval of all signs, posters, ad copy, or other Bookstore advertising materials or advertisements placed DISTRICT premises, or in publications, or otherwise placed by CONTRACTOR.

18. **Marketing Plan**
CONTRACTOR will provide DISTRICT with a formal, detailed marketing plan on or before June 1, 2014, and on or before July 1, of each contract year when the plan shall be updated. The marketing plan shall address each item currently for sale in the bookstore and any new items proposed by CONTRACTOR. Such plans shall target year-to-year result of increasing sales.

19. **Promotions**
As an important part of the merchandising program, CONTRACTOR will offer major theme promotions and events throughout the school year. These promotions include...
offering high quality books and merchandise for sale to the DISTRICT community at significant savings.

CONTRACTOR will work closely with the DISTRICT, various community groups on campus, and alumni groups affiliated with the DISTRICT. The goal will be the development of various promotional programs designed to stimulate the continued support of the DISTRICT through the sale of emblematic clothing, and other high-quality books and merchandise. Promotions and events shall be planned in collaboration with the DISTRICT representative.

20. Customer Service
DISTRICT’s goal for this contract is to provide extraordinary customer service to its students. CONTRACTOR shall adopt this same philosophy and have a sincere interest in service with pride. Additionally the Bookstore staff should be sensitive and responsive to the needs of both students and faculty, and be compatible with the educational and cultural objectives and atmosphere of DISTRICT.

21. Merchandise Delivery / Shipments
a. CONTRACTOR shall make all arrangements for delivery, unloading, receiving, and storage of merchandise. DISTRICT will not assume any responsibility for receiving or handling these shipments.
b. CONTRACTOR shall bear all costs and responsibilities for handling outgoing and incoming U.S. mail and package shipping and receiving.

22. Retail Selling Prices
a. On new textbooks and trade books, not more than the publishers’ list price, or a 25% gross margin (cost divided by .75, inclusive of restocking fees and return penalties) on net price books and list price books sold to CONTRACTOR at less than a 25% discount off list, plus a freight pass-through.
b. On e-books, e-course packs, course packs, text “packages,” “kits,” “sets,” and “bundles,” and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70, inclusive of restocking fees and return penalties), plus a freight pass-through.
c. On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices.
d. On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

23. Textbook Buy-Back
a. CONTRACTOR shall re-purchase used textbooks from students.
b. Used textbooks, in good condition, shall be repurchased at the buy-back price of not less than 50% of the retail price if CONTRACTOR has determined that the textbooks are necessary for the following academic term and that current stock levels require book purchases.
24. Retail Selling Prices of Used Books
   a. All used book materials in good condition shall be sold at no less than 75% of
      the current retail price. CONTRACTOR agrees to provide written proof of pricing
      when requested by DISTRICT.
   b. DISTRICT and CONTRACTOR agree that the sale of used textbooks will benefit
      the students, and every effort shall be made to offer as many used textbooks as
      is possible.

25. Textbook Price Increase / Re-pricing Policy
   DISTRICT recognizes publishers normally annually attempt to pass on an industry wide
   price increase. CONTRACTOR will make every effort not to increase prices on textbooks
   already in stock during the registration and returns period. CONTRACTOR will notify
   DISTRICT’s Representative of any instance where a price increase occurs.

26. Textbook Adoptions
   a. CONTRACTOR’s store manager(s) shall maintain close communications with
      academic departments and administrative staff to ensure a regular and timely
      exchange of information on required texts and supplemental material utilized
      by the faculty.
   b. CONTRACTOR’s store manager(s) shall provide each department with text
      purchase history each semester. The store managers shall develop and enhance
      electronic systems for updating class registration information to optimize the
      correctness of the number of textbooks ordered for each course.
   c. DISTRICT staff shall complete Textbook Adoption forms and return them to the
      Bookstore in a timely manner. The completed forms shall include, but not
      limited to:
      i. Quantity of books required
      ii. Title
      iii. Edition
      iv. Study Guide and other peripheral items needed for each class
   d. With exception of the Fall Term, CONTRACTOR and Marin Community College
      shall make every effort to insure that the bookstore receives the necessary
      textbook adoption information at least eight (8) weeks preceding the beginning
      of a new term. Textbook adoptions for the Fall Term must be received by the
      Bookstore no later than the end of the preceding April. Marin Community
      College shall notify CONTRACTOR of both estimated and actual class enrollment
      figures.
   e. CONTRACTOR shall ensure that all textbooks are received prior to the first day
      of classes if textbook adoption information is received in accordance with 26) d)
      above.
   f. CONTRACTOR shall ensure that stock levels are sufficient to provide books to all
      students registered in accordance with the class enrollment figures provided by
      DISTRICT.
27. **Stock-Outs**
   a. Stock-outs are unacceptable. CONTRACTOR shall ensure that textbooks are available for all registered students.
   b. Any quantity of textbooks needed, but not in stock at the required time (where sufficient notice was given), will be ordered/shipped “next day or second day air” at CONTRACTOR’s expense to assure prompt textbook availability for the students.

28. **Textbook Rental Program and e-Textbooks**
   CONTRACTOR shall implement industry leading, best practices with regard to Textbook Rental Programs and e-Textbooks.

29. **Financial Aid**
   CONTRACTOR shall be prepared to, during the term of this contract; grant credit to students who receive financial aid in accordance with DISTRICT procedures. The DISTRICT may, at some point in the near future, provide CONTRACTOR with access to student's financial aid award balances, and CONTRACTOR shall be responsible for posting charges against these balances. Credit shall be limited to books and/or supplies as specified by Financial Aid, Grant, or Agency. A valid invoice for payment must include all required back-up documentation to be considered complete.

30. **Utilities**
   a. DISTRICT shall provide all electrical utilities, HVAC, and pest control services necessary to operate the bookstore. CONTRACTOR shall pay its pro rata share. Marin Community College shall provide semi-annual invoices payable within thirty (30) days of the invoice date.
   b. CONTRACTOR shall provide telephone, data, and janitorial/cleaning services necessary within the store areas.
   c. DISTRICT shall provide dumpster services. All cardboard containers/boxes must be broken down and taken to a designated area. CONTRACTOR shall comply with all recycling policies and programs established by DISTRICT.

31. **Security**
   a. The DISTRICT provides police services.
   b. CONTRACTOR shall cooperate fully with DISTRICT’s representative, Chief of Police, and/or designated administrator on issues of discipline, District regulations, internal security, and theft control in the bookstore. CONTRACTOR may have individuals arrested for criminal activity such as theft and shoplifting. CONTRACTOR shall inform DISTRICT Representative, prior to prosecution, of any DISTRICT student or employee. DISTRICT reserves the right to have input into disciplinary matters for its students.
   c. CONTRACTOR shall provide a set of door keys to DISTRICT’s Maintenance & Operations and Police Departments, but it is understood that CONTRACTOR will control all door keys to the bookstore. CONTRACTOR may install a security
system on the doors and windows of the bookstore facilities. In the case of emergency, entry into the bookstore by DISTRICT, without prior knowledge of CONTRACTOR’s store manager(s), must be reported to the bookstore manager(s) as soon as possible.

32. Access to Facility
   From time-to-time, a District representative must gain access to the Bookstore for the purpose of life safety, sanitary, and fire inspections, or other emergency. These inspections may be performed during spring, winter, and holiday breaks, or other times when the Bookstore is closed.

33. Furniture, Fixtures, and Equipment
   a. CONTRACTOR shall provide all furniture, fixtures, and equipment required for the proper execution of bookstore operations. This will include but not be limited to:
      i. Office furniture
      ii. Office equipment
      iii. Display cases
      iv. Shelving
      v. Cash registers
      vi. Computers
      vii. Merchandising units
      viii. Storage for students items / Lockers
      ix. Copier
   b. CONTRACTOR shall provide a personal storage area for students being served by the bookstore.
   c. CONTRACTOR may provide and maintain display cases for Bookstore use at one or more locations on campus and/or off-campus centers.
   d. If CONTRACTOR installs any permanent or semi-permanent fixtures or equipment, it shall remain the property of CONTRACTOR and must be removed from the premises at the end of the contract. Any damage to the facility caused by such removal will be repaired by CONTRACTOR at its cost and to the satisfaction of DISTRICT.
   e. CONTRACTOR shall be responsible for all maintenance and repairs of its furniture, fixtures and equipment. DISTRICT shall not be responsible for providing any equipment.

34. Premises Alterations
   a. DISTRICT may make improvements to the Bookstore site. Should CONTRACTOR choose to make any improvements to the Bookstore site, it shall be solely at CONTRACTOR’s expense. DISTRICT shall not reimburse any costs for improvements to the premises. All costs of such renovations shall be borne by CONTRACTOR.
b. DISTRICT shall be responsible for any loss resulting from failure of the current bookstore facilities to meet applicable building codes.

c. If additional satellite bookstores are needed in the future due to DISTRICT expanding, DISTRICT shall provide only a “shell”, which includes floor coverings, and finished walls and ceiling. CONTRACTOR shall provide all furniture, fixtures, equipment, and shelving required.

d. CONTRACTOR shall make no changes or alterations to the premises unless authorized in writing by the DISTRICT’s Vice-President of College Operations.

35. Insurance

During the performance of the Services under this Contract, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in California.

a. General Liability Insurance with:
   i. bodily injury limits of not less than $3,000,000 for each occurrence, and
   ii. Property damage limits of not less than $3,000,000 for each occurrence.

b. Automobile Liability Insurance with
   i. bodily injury limits of not less than $3,000,000 for each person, and
   ii. not less than $3,000,000 for each accident, and
   iii. Property damage limits of not less than $3,000,000 for each accident.

c. Workers' Compensation Insurance:
   i. in accordance with statutory requirements, and
   ii. Employer's Liability Insurance with limits of not less than $100,000 for each accident, and
   iii. $100,000 for each disease, and
   iv. $500,000 aggregate.

Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of insurance issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of California, and which maintain a Rating of "A- " or better, and a Financial Size Category of "VII" or better, according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by California Statute 440.572.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish DISTRICT certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to DISTRICT.
CONTRACTOR shall include Marin Community College as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of CONTRACTOR’s sub-contractors shall be required to include DISTRICT and CONTRACTOR as additional insured on their General Liability insurance policies.

If an “ACORD” Certificate of Liability Insurance form is used by CONTRACTOR’s insurance agent, the words “endeavor to” and “… but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives” in the ‘Cancellation’ paragraph of the form shall be deleted.

CONTRACTOR shall not commence providing services under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by DISTRICT.

36. Indemnification
   a. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, DISTRICT and CONTRACTOR agree to allocate such liabilities as follows:
   b. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless DISTRICT, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which DISTRICT, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of CONTRACTOR, its employees, or agents, arising out of or connected with this Contract. CONTRACTOR shall not be required to indemnify DISTRICT or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of DISTRICT, or its agents, employees or representatives.
   c. Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

37. Independent CONTRACTOR
   a. CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. DISTRICT shall have no right to supervise the methods used, but DISTRICT shall have the right to observe such performance. CONTRACTOR shall work closely with DISTRICT in performing Services under this Contract.
   b. CONTRACTOR shall not pledge DISTRICT’s credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
   c. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.
38. **Authority to Practice**
CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business, and that it will, at all times, conduct its business activities in a reputable manner.

39. **Compliance with Laws**
In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

40. **Federal and State Taxes**
   a. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for inventory or materials to fulfill contractual obligations with DISTRICT.
   b. CONTRACTOR shall be responsible for payment of its own, and its share of its employees’ payroll, payroll taxes, and benefits with respect to this Contract.

41. **Governing Law and Venue**
This Contract shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the Contract will be held in Marin County and the Contract will be interpreted according to the laws of California.

42. **Uncontrollable Forces**
Neither DISTRICT nor CONTRACTOR shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, and other acts of nature, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

43. **Enforcement Costs**
If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs
and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

44. Non-Discrimination
CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, disability, age, or national origin.

45. Waiver
A waiver by either DISTRICT or CONTRACTOR of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate, or be construed to operate, as a waiver of any subsequent default or breach.

46. Severability
The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

47. Entirety of Contractual Agreement
DISTRICT and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between DISTRICT and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, or terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

48. Modification
The Contract may not be modified unless such modifications are evidenced in writing signed by both DISTRICT and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.
49. **Successors and Assignment**
   a. DISTRICT and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, and legal representatives to the other party to this Contract. CONTRACTOR shall not assign this Contract without the express written approval of DISTRICT via executed amendment.
   b. Should CONTRACTOR be sold to or acquired by another company, DISTRICT reserves the right to give one hundred twenty (120) days notice that it shall issue a Request for Proposal and seek to re-procure bookstore services.

50. **Contingent Fees**
    CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

51. **Accessibility**
    CONTRACTOR shall provide handicapped access in accordance with ADA and Standard Requirements for a Retail Bookstore. DISTRICT shall be responsible for any building alterations required by the city, state, or federal government.

52. **Contract Administration**
   a. Services of CONTRACTOR shall be under the general direction of DISTRICT’s Vice President of College Operations, phone (415) 884-3100, who shall act as DISTRICT’s representative during the term of the Contract and shall provide daily coordination regarding the contract.
   b. CONTRACTOR shall make its corporate representatives reasonably available to DISTRICT’s Vice President of College Operations to discuss and resolve any operational issues.

53. **Conflict of Interest**
    During the course of any contractual relationship with DISTRICT, CONTRACTOR agrees to promptly and fully disclose any direct potential conflict.

54. **Drug-Free and Smoke-Free Workplace**
    DISTRICT is designated as a Drug-Free and Smoke-Free Workplace. CONTRACTOR’s employees shall abide by and adhere to this policy.

55. **Notice**
   a. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:
As to DISTRICT:
Marin Community College District
1800 Ignacio Blvd.
Novato, CA  94949
Attention: Vice President, College Operations
Fax: (415) 883-3261

As to CONTRACTOR:
CONTRACTOR

b. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

c. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and DISTRICT.

56. Key Personnel
CONTRACTOR shall notify DISTRICT in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to said changes. DISTRICT has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:
- Manager
- Assistant Manager

57. Employees - Contractor
a. DISTRICT has the right to approve all campus bookstore employees hired by CONTRACTOR. DISTRICT reserves the right to reject any bookstore employees who, in the judgment of DISTRICT, are not qualified to perform the work or are otherwise unsuitable to work on DISTRICT premises.

b. DISTRICT generally hires student and temporary employees seasonally as needed to assist with work flow.

c. CONTRACTOR’s employees shall dress in a clean and neat manner, and shall comply with DISTRICT parking, traffic, safety, security, and all other regulations on campus.

d. No changes in staffing levels will be allowed without the consent of DISTRICT.

e. CONTRACTOR shall provide DISTRICT Vice President of College Operations with a copy of their Employee Handbook.
58. Employees - District
The Bookstore employees who are members of the bargaining unit as defined under the Collective Bargaining Agreement between Marin and California School Employees Association (CSEA) are referred to hereinafter as “Classified Employees.” Subject to contract negotiations, the Bookstore currently employs five (5) permanent Classified Employees (3 full-time, 2 part-time) who shall continue working in their present positions in the Bookstore for a minimum six (6) month evaluation period. Once the six (6) month evaluation period has ended, CONTRACTOR will provide a six (6) month evaluation for each Bookstore Classified Employee and hire the Bookstore staff as CONTRACTOR employees – this is subject to contract negotiations and will result in further discussion between CONTRACTOR and DISTRICT.

Until that time, all existing Classified Employees shall be maintained on DISTRICT’s payroll and employee benefit plans, and Marin Community College shall provide pay and employee benefits, including group insurance coverage, retirement contributions, paid vacation, and sick leave to all Classified Employees in accordance with the terms of the collective bargaining agreement and applicable law. The District currently employs five (5) permanent Classified Employees (3 full-time, 2 part-time) who shall continue working in their present positions in the Bookstore at the CSEA 2012/13 Salary range noted. Under CSEA Contract, employees earn longevity (up to 19.5%) and professional growth incentives.

- Bookstore Operations Assistant: $35,841-$43,563 (4.06 FTES)

Benefits include:
- PERS Retirement – 19.733%
- Medical – maximum $1,785/month
- Dental - $128.50/month
- Vision - $15.50/month
- Life - $8.60/month
- Workers’ Compensation – 1.245% of salary
- Unemployment Insurance – 0.05% of salary
- FICA – 6.2% of salary up to cap
- Medicare – 1.45% of salary

Contractor shall reimburse the district for salary and benefits costs of the above noted employees on a monthly basis no later than fifteen days following the end of the preceding month. Benefit rates change annually and any changes will be billed accordingly. Any salary schedule increases will also be billed accordingly.
59. **Hours of Operation**  
Hours of Operation shall, at a minimum, conform to Exhibit A. This schedule shall be applicable at all College Of Marin Bookstore locations. Any change in the hours of operation shall require the approval of DISTRICT Vice President of College Operations and/or designee.

60. **Maintenance / Repairs to Facilities**  
Should there be a need for repairs to the facility; CONTRACTOR shall immediately notify DISTRICT Vice President of College Operations. Should the problem be of any emergency nature, and DISTRICT Vice President of College Operations is not available, CONTRACTOR shall immediately notify the Maintenance and Operations Department.

61. **Bonds**  
CONTRACTOR shall be required to provide both a **Performance and Payment Bond** in the amount of $500,000. The surety company must meet the provisions required by California Statute 287.0935. Should the surety company become insolvent during the term of the contract, CONTRACTOR shall provide an alternate bond, acceptable to DISTRICT, within fifteen (15) working days from the date CONTRACTOR is notified of said insolvency, by any party.

62. **Fidelity Bond**
   a. CONTRACTOR agrees to provide and maintain fidelity bonds or equivalent insurance, with DISTRICT as loss payee, in an amount not less than $10,000 for each employee.
   b. The bond amount for employees handling or responsible for the handling of daily Gross Revenues shall be $50,000, in a form and drawn on such company as is acceptable to DISTRICT.

63. **Ownership of Documents / Information**
   a. Any and all documents, records, disks, drawings, or other information shall become the property of DISTRICT for its use and/or distribution as may be deemed appropriate by DISTRICT. Electronic media shall not be password or otherwise protected. Data shall be easily accessible in Microsoft format.
   b. The foregoing (63a) shall apply to store financial information only, and not to CONTRACTOR’s employment and payroll records, proprietary or licensed software, trademarks, copyrights, and other intellectual property, or other information required by contract or applicable law to be kept confidential. CONTRACTOR shall have a perpetual royalty-free license to use store financial information in its operations.
ATTACHMENT A: BID FORM

Pricing as outlined in section Bid Conditions, page 4

I/We agree to furnish the services for the prices listed in this Bid Proposal, and if we are the successful firm, will hold these prices firm through delivery.

Bid submitted by:

________________________________________________________________________
Signature Date

________________________________________________________________________
Print Name

________________________________________________________________________
Print Title

________________________________________________________________________
Company Name

________________________________________________________________________
Address

________________________________________________________________________
E-mail Address

________________________________________________________________________
Website Address

________________________________________________________________________
Telephone Number FAX Number

MARIN COMMUNITY COLLEGE DISTRICT
ATTACHMENT B: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _______________________

I, _________________________________, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
The ___________________________ of __________________________, the party submitting
(Title)                                         (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the
undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person,
   partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false
   or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
   other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement,
   communication, or conference with anyone to fix the bid price, or that of any other bidder, or to
   fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure
   any advantage against the public body awarding the contract or of anyone interested in the
   proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof,
   or the contents thereof, or divulged information or data relative thereto, or paid, and will not
   pay, any fee to any person, corporation, partnership, company, association, organization, bid
   depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _______ day of ____________,20___ at___________________________
(City, County and State)

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

_____________________________________         _____________________________________
Signature                                 (Address)

_____________________________________         _____________________________________
Name Printed or Typed                                                (City, County and State)

(______)  ______________________________
(Area Code and Telephone Number)
ATTACHMENT C: DRUG-FREE WORKPLACE CERTIFICATION

I, _______________________________________, am the ___________________________________ of
____________________________________________. I declare, state, and certify to all of the following.

(Print Name)          (Title)

(CONTRACTOR Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug
   Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of CONTRACTOR that a drug free workplace will be
   provided by CONTRACTOR by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,
      possession or use of a controlled substance is prohibited in CONTRACTOR’s workplace and specifying
      actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      (i) The dangers of drug abuse in the workplace;
      (ii) CONTRACTOR’s policy of maintaining a drug-free workplace;
      (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
      (iv) The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the
      statement required by subdivision (A), above, and that as a condition of employment by CONTRACTOR
      in connection with the Work of the Contract, the employee agrees to abide by the terms of the
      statement.

3. CONTRACTOR agrees to fulfill and discharge all of CONTRACTOR’s obligations under the terms and
   requirements of California Government Code §8355 by, inter alia, publishing a statement notifying
   employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a
   drug-free awareness program, and (c) requiring that each employee engaged in the performance of the
   Work of the Contract be given a copy of the statement required by California Government Code §8355(a)
   and requiring that the employee agree to abide by the terms of that statement.

4. CONTRACTOR and I understand that if the District determines that CONTRACTOR has either: (a) made a
   false certification herein, or (b) violated this certification by failing to carry out and to implement the
   requirements of California Government Code §§8355, the Contract awarded herein is subject to
   termination, suspension of payments, or both. CONTRACTOR and I further understand that, should
   CONTRACTOR violate the terms of the Drug-Free Workplace Act of 1990, CONTRACTOR may be subject to
   debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. CONTRACTOR and I acknowledge that CONTRACTOR and I are aware of the provisions of California
   Government Code §§8350, et seq., and hereby certify that CONTRACTOR and I will adhere to, fulfill, satisfy
   and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.
   I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true
   and correct.
   Executed at ________________ this ___ day of ________________, 20___.
   (City and State)

____________________________________                      _________________________________
Signature                  Handwritten or Typed Name)
**ATTACHMENT D: W-9**

**Form W-9 (Rev. November 2005)**

Department of the Treasury
Internal Revenue Service

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<table>
<thead>
<tr>
<th>Form W-9</th>
<th>Request for Taxpayer Identification Number and Certification</th>
<th>Give form to the requester. Do not send to the IRS.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong> (as shown on your income tax return)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Business name</strong>, if different from above</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Check appropriate box:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Individual/ Sole proprietor</td>
<td>☐ Corporation</td>
<td>☐ Partnership</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address (number, street, and apt. or suite no.)</strong></td>
<td>Requester's name and address (optional)</td>
<td></td>
</tr>
<tr>
<td>City, state, and ZIP code</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use account number(s) here (optional)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part I - Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Social security number**

**Or**

**Employer identification number**

**Part II - Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
</table>

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7701-7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-6 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
EXHIBIT A: HOURS OF OPERATION

Hours of Operation

College Of Marin Bookstore

Fall and Spring Term (Normal Schedule):
Monday through Thursday: 8:00 am – 7:00 pm
Friday: 8:00 am - 3:00 pm
Saturday & Sunday Closed

Summer Term
Monday through Thursday: 8:30 am – 5:30 pm
Friday: Closed

(Hours subject to change during summer, holidays, and the first few weeks of semester)

During the first two weeks of each semester, Bookstore will be open on Saturdays. Hours to be approved by College’s Vice President of College Operations.
EXHIBIT B: COMMENCEMENT ACTIVITIES PROCEDURES

CONTRACTOR will provide an array of services at the College Of Marin Bookstore:
 CONTRACTOR will partner with the leading suppliers of regalia in providing cap and gown rentals and sales to seniors graduating, as well as faculty and administrators involved with commencement activities.
 CONTRACTOR will consider any services required by Marin Community College for regalia, announcements, and other commencement items.
Exhibit D: Circular A-110

Circular A-110
CIRCULAR A-110 REVISED 11/19/93 As Further Amended 9/30/99
TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

1. Purpose. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals, and other non-profit organizations.


3. Policy. Except as provided herein, the standards set forth in this Circular are applicable to all Federal agencies. If any statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the statute shall govern.

The provisions of the sections of this Circular shall be applied by Federal agencies to recipients. Recipients shall apply the provisions of this Circular to subrecipients performing substantive work under grants and agreements that are passed through or awarded by the primary recipient, if such subrecipients are organizations described in paragraph 1.

This Circular does not apply to grants, contracts, or other agreements between the Federal Government and units of State or local governments covered by OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," and the Federal agencies' grants management common rule which standardized and codified the administrative requirements Federal agencies impose on State and local grantees. In addition, subawards and contracts to State or local governments are not covered by this Circular. However, this Circular applies to subawards made by State and local governments to organizations covered by this Circular. Federal agencies may apply the provisions of this Circular to commercial organizations, foreign governments,
organizations under the jurisdiction of foreign governments, and international organizations.

4. Definitions. Definitions of key terms used in this Circular are contained in Section _____.2 in the Attachment.

5. Required Action. The specific requirements and responsibilities of Federal agencies and institutions of higher education, hospitals, and other non-profit organizations are set forth in this Circular. Federal agencies responsible for awarding and administering grants to and other agreements with organizations described in paragraph 1 shall adopt the language in the Circular unless different provisions are required by Federal statute or are approved by OMB.

6. OMB Responsibilities. OMB will review agency regulations and implementation of this Circular, and will provide interpretations of policy requirements and assistance to insure effective and efficient implementation. Any exceptions will be subject to approval by OMB, as indicated in Section _____.4 in the Attachment. Exceptions will only be made in particular cases where adequate justification is presented.

7. Information Contact. Further information concerning this Circular may be obtained by contacting the Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202) 395-3993.

8. Termination Review Date. This Circular will have a policy review three years from date of issuance.

9. Effective Date. The standards set forth in this Circular which affect Federal agencies will be effective 30 days after publication of the final revision in the Federal Register. Those standards which Federal agencies impose on grantees will be adopted by agencies in codified regulations within six months after publication in the Federal Register. Earlier implementation is encouraged.

For more information see http://www.whitehouse.gov/omb/circulars_a110/