NOTICE IS HEREBY GIVEN that sealed bids will be received at Mt. San Jacinto Community College District, Purchasing Office, until May 19, 2016, 2:00 p.m. local time, for all work necessary and incidental to:

Advertising and/or Marketing Services including production, placement and scheduling of radio, print and television ads, coordinating and implementing e-mail blast advertising, design services, and printing services.

Proposals shall be delivered and addressed to the Mt. San Jacinto Community College District, Attn: Tammy Cunningham – Supervisor Procurement & General Services, 1499 N. State Street, Room 201, San Jacinto, CA, 92583, and shall be labeled “Marketing Services, RFP No. 2016-106”, at or before May 19, 2016, 2:00 p.m.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids must bear original signatures and figures. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Mt. San Jacinto Community College District, Purchasing Office, Room 201 BEFORE the Bid Submittal Deadline. Bids received after the scheduled Bid Submittal Deadline will be returned unopened.

Bid documents are available at the Mt. San Jacinto College, Purchasing Office website at http://www.msjc.edu/Purchasing/Pages/--Current-Bids.aspx. Bidders are responsible to regularly check the District’s website for addendums. Specifications may also be examined and obtained at no charge in the District Purchasing Office, or by calling (951) 487-3116.

Tammy Cunningham
Supervisor Procurement & General Services
Mt. San Jacinto Community College District

Published: Press Enterprise
May 4, 2016 and May 11, 2016
BACKGROUND INFORMATION

MISSION STATEMENT

Mt. San Jacinto College offers accessible, equitable and innovative educational programs and services to students aspiring to achieve their academic, career and personal development goals. We provide students a safe environment in which to pursue basic skills, career and general education pathways. Our programs lead to transfer, associate degrees and certificates which meet workforce development needs in our diverse communities. Our commitment to student success empowers students with the skills and knowledge needed to participate meaningfully in today’s complex world.

ABOUT MT. SAN JACINTO COLLEGE

Mt. San Jacinto College, a comprehensive college, opened in 1963. It is one of California’s 113 community colleges and is the state’s fastest growing college in 2015-2016. A single-college district, MSJC serves a 1,700- square-mile area in Riverside County from the San Gorgonio Pass to Temecula. Locations: San Jacinto, Menifee Valley and San Gorgonio Pass campuses, the Temecula Education Complex, Temecula Higher Education Center and off-site locations. MSJC offers courses and programs that satisfy the transfer requirements of four-year colleges and universities; job skill and career training programs; Basic Skills and English as a Second Language (ESL); Online Education; and Continuing Education.

PURPOSE

The Mt. San Jacinto Community College District seeks to increase enrollment and foster community awareness of its educational offerings through an integrated marketing plan that targets the region of Riverside County served by MSJC. The purpose of this request for proposal is to secure a one-year agreement (with options to renew for up to four additional years upon mutual agreement) with a vendor or multiple vendors that, under the direction of the District’s Public Information & Marketing office, will perform media buying services, creative production and/or coordination of broadcast commercials and the design, printing and mailing of various college materials so that MSJC can achieve its increased enrollments goals. The vendor’s responsibilities shall include media planning, targeting media to reach specified audiences, media purchasing, electronic distribution of commercials to designated commissionable media, keeping buys within budget, approving vendor invoices, direct payment of vendor invoices to vendors, and submitting Agency invoices with copies of vendor invoices to the District in a timely manner. The District will not guarantee any volume of business, however annual advertising costs at the district can range from approximately $85,000 to $250,000 annually. The awarding vendor will be expected to execute such contract upon authorization for award of the contract by the District’s Board of Trustees.
DETAILED SPECIFICATIONS
OR
SCOPE OF WORK

Mt. San Jacinto Community College District (“District”) is located in Southwest Riverside County, California. The district encompasses 1,700 square miles bounded by Temecula to the south, Lake Elsinore to the west, Banning/Beaumont to the north, and Idyllwild to the east. Please visit our website at www.msjc.edu to review our history, district demographic and student information.

Mt. San Jacinto College is seeking advertising/marketing firms that will be able to provide the services required to assist in effective and strategic marketing of the college. It is the intent of the District to develop well-branded and on-going promotional materials that will bring all of the varied services and programs together, and communicate them in a seamless and consistent manner. All products created are the property of the District and the vendor will provide a master copy to the District. The college reserves the right to contract with one or multiple firms to provide all the services needed – this is not an exclusive contract. Anticipated start date for advertising would be July 1, 2016. The ending date for services would be June 30, 2017. The District, in agreement with the vendor(s), may renew for up to four (4) years, not to exceed five (5) years.

The District has established the set of fonts, colors and visual styles that accurately portray the Mt. San Jacinto College image. The District’s signature font, Granjon, will be provided to the vendor. The vendor must be able to use the font, be responsive, be able to meet deadlines and provide design work that adheres to the District’s official branding guidelines (available at the following website).


The vendor may work with a variety of persons or departments within the college district, but the primary point-of-contact will be with the MSJC Director of Public Information & Marketing. All design work for print and digital media must be approved by the Public Information & Marketing office prior to print, publication or broadcast. All work requires a purchase order before any service or product is provided to any district personnel or department.

The Scope of Work shall include, but is not limited to:

Media planning, execution, and evaluation

A. Working with the MSJC Public Information & Marketing office to identify criteria to upcoming campaigns, including targeted markets, budget, reach, frequency, etc.
   a) Developing local and regional competitor media buy analysis as needed
   b) Providing and presenting a comprehensive media plan that includes strategic media analysis and recommendations for each campaign
   c) Developing and/or assisting MSJC with creative advertising materials
   d) Meeting throughout the year to update MSJC on changes and new media opportunities, review results and performance of previous campaigns, etc.
SCOPE OF WORK - Continued

B. Implementing Media Buys
   a) Generating media buy estimates for client review and authorization prior to release
   b) Contacting various media outlets for available schedules and presenting proposed
      schedules to Client.
   c) Negotiating with media outlets for potential buys.
   d) Placing media buys with outlets once approved.

C. Monitoring and Verifying Invoices
   a) Reviewing and paying all invoices sent to the Agency
   b) Agency submits all invoices to appropriate District department responsible for the
      project upon completion of the job.
   c) Working directly with media outlets to correct any errors in billing
   d) Reviewing the efficacy of the buys on a monthly basis and negotiating placement
      adjustments.

D. Printing and mail house services
   a) Vendor or subcontractor labor, tools, equipment, materials, and any supervision
      necessary to provide complete printing and related services necessary to complete
      District projects
   b) Printing services are defined as those services that are normally a part of an in-house
      print shop and may include, but not be limited to the following: Cutting · Collating · Padding
      · 3-hole punching · 2-sided copies · Folding · Stapling · Binding · Saddle stitching
      · Perforating · Numbering · Scoring · Photocopying · Offset Type Printing
   c) Bidder shall furnish all labor, supervision, methods and processes, implements, tools,
      machinery, equipment, transportation and materials to provide printing services,
      including, but not limited to:
      1. Printing of 1 to 4 colors
      2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
      3. Both half-tones and duo-tones
      4. Carrier Route bundling
      4. Pick-up and inside delivery to an MSJC campus or the U.S Postal Service - San Bernardino Processing & Distribution Center, as directed
      5. Proofs, if required
      6. Price quotations prior to start of work
      7. Changes up to 48 hours prior to delivery

Vendor must have an understanding of, and adherence to, public sector procurement policies
and guidelines. Please visit www.msjc.edu/purchasing to review the Vendor Brochure and
the policies and procedure for procurement.
INSTRUCTIONS TO BIDDER

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety-(90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AGREEMENT. An agreement will be entered into with the Contractor selected by the Mt. San Jacinto College. The agreement shall be valid for up to one (1) year following award with an option to renew for up to four (4) years at the District’s discretion. The District may renew in writing by consent of both parties. The Mt. San Jacinto College reserves the right to reject any and all Proposals.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Mt. San Jacinto Community College District, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Mt. San Jacinto Community College District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the Mt. San Jacinto College. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. Mt. San Jacinto College reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. Mt. San Jacinto College shall not be obligated to accept the lowest priced proposal, but will make an award(s) in the best interests of the college district after all factors have been evaluated.

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
b. Number of years of experience the Proposer has in this type of business and with accounts of this size
INSTRUCTIONS TO BIDDER - continued

c. Demonstrated competence
d. Experience in performance of comparable work or delivery of comparable goods
e. Reasonableness of cost
f. Financial stability
g. Maximum guaranteed response time for standard service
h. Maximum guaranteed response time for emergency service
i. Conformance with the terms of this RFP

The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Mt. San Jacinto College.

Discussions may, at the Mt. San Jacinto College's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the Mt. San Jacinto College will not disclose information derived from proposals submitted by competing Proposers.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Mt. San Jacinto College may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the Mt. San Jacinto College Board of Trustees for contract approval. The Proposer selected will enter into a contract with the Mt. San Jacinto College.
EXAMPLE OF A WEIGHTED EVALUATION

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal submission - quality and completeness relative to the description given in</td>
<td>20</td>
</tr>
<tr>
<td>the RFP.</td>
<td></td>
</tr>
<tr>
<td>Proposer's concept and understanding of the Mt. San Jacinto College's goals and</td>
<td>20</td>
</tr>
<tr>
<td>intent for the design and function of the project.</td>
<td></td>
</tr>
<tr>
<td>Proposer's approach to the project, including demonstration of capability to</td>
<td>20</td>
</tr>
<tr>
<td>develop innovative or advanced techniques, proposal schedule and milestones, and</td>
<td></td>
</tr>
<tr>
<td>Proposer's availability to staff during the design process.</td>
<td></td>
</tr>
<tr>
<td>Proposer's experience - both with similar types of projects, experience with</td>
<td>20</td>
</tr>
<tr>
<td>public agencies, and staff experience and qualifications.</td>
<td></td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Competitive pricing</td>
<td>10</td>
</tr>
</tbody>
</table>

The above percentages show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

**BID FORMS.** Bids must be submitted on preprinted Bid Forms supplied by the Purchasing Office. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. **Each Bidder shall submit one (1) original proposal, four (4) hard copies and one (1) electronic copy, in PDF format.**

**BID OPENING AND BID RESULTS.** No Public Opening. Proposals will not be opened publicly but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award. A tabulation summary of bids received will be available within a reasonable time after the bid opening. Bid results will be available on the District’s Purchasing website at [http://www.msjc.edu/Purchasing/Pages/--Current-Bids.aspx](http://www.msjc.edu/Purchasing/Pages/--Current-Bids.aspx).

**BID SUBMITTAL DEADLINE.** The Bid Submittal Deadline is May 19, 2016, 2:00 p.m. Bid must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Purchasing Office located at 1499 N. State Street, Room 201, San Jacinto, CA, 92583, by May 19, 2016, 2:00 p.m., local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.
INSTRUCTIONS TO BIDDER – continued

BID WITHDRAWAL. Bidders’ authorized representatives may withdraw bids only by written request received by the Purchasing Agent before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

CANCELLATION OF SOLICITATION. The Mt. San Jacinto College may cancel this solicitation at any time.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the Mt. San Jacinto College may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Mt. San Jacinto Community College District may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance (if needed), within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the Mt. San Jacinto Community College District executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the Mt. San Jacinto Community College District may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Proposer and become the property of the Mt. San Jacinto Community College District. After the contract has been executed, including the insurance documents, certificates, and bonds, a Notice to Proceed will be issued. Proposer agrees to commence work within ten- (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project within (number of completion days allowed) from the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than five (5) years’ experience in the magnitude and character of the work proposal. Each Proposer shall be set forth his experience on the form entitled Proposer’s Experience and submit it with his proposal. It is the intention of the Mt. San Jacinto Community College District to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract.
INSTRUCTIONS TO BIDDER – continued

To determine the degree of responsibility to be credited to the Proposer, the Mt. San Jacinto Community College District will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Proposers’ offer shall remain open and firm for a period of not less than ninety- (90) calendar days from the Submittal Deadline.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders’ own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline date and time are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

QUESTIONS AND COMMENTS. All Questions and comments regarding this solicitation must be submitted in writing to the purchasing agent only and sent by email to: Tammy Cunningham at tcunningham@msjc.edu. Please do not contact other District staff or departments regarding questions or clarification during the open bid process. Pre-bid clarification request are due by May 12, 2016. Requests received less than seven (7) calendar days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Mt. San Jacinto Community College District not less than seventy-two (72) hours prior to bid opening.

RESPONSE REQUIREMENTS. In addition to addressing the specifics outlined in this document and consideration of the conditions outlined below, proposals must also include the following details about your company on company letterhead:

a. Company name
b. Company Location(s)
c. Description of company
d. Description of the type of services you provide
INSTRUCTIONS TO BIDDER – continued

e. Please describe your approach to this work, including methodology and deliverables for discovery, quality assurance, for proposing look and feel, project management, and communication.

f. A summary of your process for development projects like ours that require working with a committee and getting input from college stakeholders and constituency groups including: Students (prospective and current), Faculty, Classified Staff, Administration, Alumni, and Community

g. Provide examples of your work most relevant to our project

h. Cost estimates, broken down by phase and deliverables

i. A proposed project timeline

j. Description of the people who would work on this project and summary of their experience

k. Three client references from similar projects performed for any local government or community college clients within the last three years. Information provided shall include:
   i. Client name
   ii. Project description
   iii. Project dates (starting and ending)
   iv. Technical environment
   v. Staff assigned to reference engagement that will be designated for work per this RFP;
   vi. Client project manager name and telephone number

l. Warrantee information

m. Disclosure of possible conflicts of interest

n. Disclosure of complaints, current or pending actions, legal or otherwise
TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Mt. San Jacinto College.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney’s fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The District may cancel this contract WITHOUT CAUSE at any time by giving thirty- (30) day’s written notice to the supplier/contractor. The District may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Agent.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder’s response. Bidder may submit an attachment entitled “Exceptions to Specifications”, which must be signed by Bidder’s authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

a. **Contractor.** Same as Successful Proposer.

b. **Evaluation Committee.** An independent committee established by the Mt. San Jacinto College to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the Mt. San Jacinto College.

c. **May.** Indicates something that is not mandatory but permissible.
TERMS AND CONDITIONS - continued

d. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

e. **Proposer.** The person or firm making the offer.

f. **Proposal.** The offer presented by the Proposer.

g. **RFP.** Acronym for Request for Proposals.

h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what 'should' be done will not result in rejection of your proposal.

i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.

j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

**FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**FORMATION OF CONTRACT.** Bidder’s signed bid and District’s written acceptance shall constitute a binding contract.

**LAWS GOVERNING CONTRACT.** This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**NOMENCLATURES.** The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation.

**PAYMENT TERMS.** Discounts for payments made twenty- (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form.

**REJECTION OF BIDS.** The District reserves the right to reject any bids, all bids, or any part of a bid. The District reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the District.

**SAFETY.** All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.
**TERMS AND CONDITIONS - Continued**

**SELL OR ASSIGN.** The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the District.

**SEVERABILITY.** If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**TAXES, FEDERAL EXCISE.** The District is exempt from Federal Excise Tax.

**TAXES, SALES.** California Sales Tax should be shown separately on the Bid Form, when and where indicated.

**TERMS OF THE OFFER.** The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

**WAIVER OF INFORMALITIES.** The District reserves the right to waive informalities or technicalities in bids.
**SPECIAL PROVISIONS FOR SERVICES**

**ACCESSIBILITY.** The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

**AUTHORITY OF THE DISTRICT.** Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**CHANGES IN WORK.** The District may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

**COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT.** Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

**CONTRACT INCORPORATION.** This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder’s successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

**COORDINATION WITH AGENCIES.** The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

**DAMAGE.** The contractor shall be held responsible for any breakage, loss of the District’s equipment or supplies through negligence of the contractor or his employee while working on the District’s premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the District
SPECIAL PROVISIONS FOR SERVICES – Continued

any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of District.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar days of award of contract, Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in "Attachment A" and naming the District, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

LIQUIDATED DAMAGES. Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated from the date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the Successful Bidder/Contractor on his Bid Form for the completion work or delivery of the goods specified. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the District the sum of $1,000 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine his bid price. The District will not be responsible for determining the quantities of materials necessary to complete the work specified.
SPECIAL PROVISIONS FOR SERVICES – Continued

**PERMITS.** Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

**PROTECTION OF PUBLIC.** Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**REJECTION OF WORK.** Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

**TAXES.** Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**UNKNOWN OBSTRUCTIONS.** Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the District. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.
IMPORTANT NOTICE –

PROPOSALS DOCUMENTS AND ITEMS TO BE RETURNED OR SUBMITTED WITH PROPOSAL

The following forms must be completed and submitted on or before the Submittal Deadline.

a. Bid Form  
b. Company Information and Signatory Page  
c. Non-Collusion Affidavit  
d. Bidder's Guaranty  
e. Workers Compensation Insurance Certificate  
f. Experience Statement  
g. Subcontractors List  
h. Contractor's Nondiscriminatory Employment Certificate  
i. Samples of print media (ads, brochures, booklet, etc…)  
j. Samples of TV (Cable) Advertising and Radio Advertising productions

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.
To: Mt. San Jacinto Community College District  
1499 N. State Street  
San Jacinto, CA, 92583

From: ________________________________  
Name of Proposer  
________________________________  
Mailing Address  
________________________________  
City, State & Zip

The undersigned Bidder agrees he/she will contract with the District to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials and services specified in the contract in the manner and time therein prescribed, and that he/she will take in full payment the amount set forth hereon.

Bid No. 2016-106 to Marketing Services, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

a. Notice of Invitation For Bids  
b. Background information  
c. Scope of Work  
d. Instructions To Bidder  
e. Terms and Conditions  
f. Special Provisions For Services  
g. Proposal Document Return/Submittal List  
h. Bid Form  
i. Company Information and Signatory Page  
j. Addenda, if applicable  
k. Non-Collusion Affidavit  
l. Bidder's Guaranty  
m. Worker's Compensation Insurance Certificate  
n. Experience Statement  
o. Subcontractors List
BID FORM - Continued

Bidder acknowledges receipt of Addenda Number(s) __, ___, ___, and ___.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

COST RESPONSE

The undersigned has read and understands all conditions and terms of this RFP, is authorized to submit this proposal, and hereby offers to perform the services requested for the rates indicated below:

PRINT ADVERTISEMENT: NEWSPAPERS/MAGAZINES

<table>
<thead>
<tr>
<th></th>
<th>Commissionable</th>
<th>Non-Commissionable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentages</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

TELEVISION

<table>
<thead>
<tr>
<th></th>
<th>Commissionable</th>
<th>Non-Commissionable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentages</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

RADIO – AM/FM

<table>
<thead>
<tr>
<th></th>
<th>Commissionable</th>
<th>Non-Commissionable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentages</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

RADIO – INTERNET

<table>
<thead>
<tr>
<th></th>
<th>Commissionable</th>
<th>Non-Commissionable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentages</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

INTERNET

<table>
<thead>
<tr>
<th></th>
<th>Commissionable</th>
<th>Non-Commissionable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentages</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

VEHICULAR TRANSPORTATION ADVERTISEMENTS (BUSES)

<table>
<thead>
<tr>
<th></th>
<th>Commissionable</th>
<th>Non-Commissionable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentages</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>
BID FORM - Continued

OUTDOOR ADVERTISEMENTS (BILLBOARDS)

Commissionable _______ Percentages _______
Non-Commissionable _______

PRINTING COSTS -

1) Provide cost to print 300,000/EA 6” x 9” doubled-sided, full-color process postcards and coordinate with four mail houses for distribution on 110# Index.
   TOTAL $___________________________

2) Provide printing and mail house fees for 300,000/EA 11”x17” (folded to 8.5” x 11” finished size) flat, full-color process newsletters on 100# gloss text paper (with indicia); carrier routes for all communities within the District; and dropping mail at the Post Office for distribution.
   TOTAL $___________________________

3) Printing 100,000/EA 8.5" x 14" tri-fold full-color process brochures on medium weight brochure paper.
   TOTAL $___________________________

4) Provide printing fees for 20,000 annual reports in calendar format with standard 3/16” hole. Cover is 100# matte cover with foil stamp and inside pages are 100# Gloss text.

Please include total with Saddle Stitch: TOTAL $___________________________

Please include total with Twin Loop Wire Binding: TOTAL $___________________________

Total Base Bid (Written in Figures) .........................................................$___________________________

Total Base Bid Written in Words

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit prices and extended total, unit price will govern. Please check your calculations before submitting your Proposal; the Mt. San Jacinto College will not be responsible for Proposer miscalculations.
<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License Number</td>
<td></td>
</tr>
<tr>
<td>Number of years in business under firm name</td>
<td></td>
</tr>
<tr>
<td>Type of Business (Corp, Partnership, Sole Proprietorship)</td>
<td></td>
</tr>
<tr>
<td>Full names of firm’s owners (&gt; 10% ownership), officers and managing employees:</td>
<td></td>
</tr>
<tr>
<td>Has the firm changed its name within the past 3 years?</td>
<td>YES ☐ NO ☐</td>
</tr>
<tr>
<td>If yes, provide former name(s):</td>
<td></td>
</tr>
<tr>
<td>Have there been any recent (within the last three years) changes in control/ownership of the firm?</td>
<td>YES ☐ NO ☐</td>
</tr>
<tr>
<td>If yes, explain.</td>
<td></td>
</tr>
<tr>
<td>Have officers or principals of the firm ever had their business license suspended or revoked for any reason?</td>
<td>YES ☐ NO ☐</td>
</tr>
<tr>
<td>If yes, please explain.</td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Mailing Address (PO Box or street)</td>
<td></td>
</tr>
<tr>
<td>City, State, and Zip Code</td>
<td></td>
</tr>
<tr>
<td>Name of Authorized Representative</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Facsimile Number</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>
Non-Collusion Affidavit
To Be Completed and Submitted With Bid

The undersigned declares:

I am the _____________________ [Title] of _______________________________ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____________________ [Date], at ____________________ [City], ____________________ [State].

____________________________
Signature

____________________________
Name

____________________________
Company Address
BIDDER'S GUARANTY
To Be Submitted With Bid

The successful Proposer shall execute this guaranty upon execution of the contract. If they so choose, Proposers may execute this guaranty at the time of submitting their Proposal.

To the Mt. San Jacinto Community College District
Project: RFP No. 2016-106 Marketing Services

The undersigned guarantees the construction and installation of the following work included in this project in accordance with:

RFP No. 2016-106
Marketing Services

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Mt. San Jacinto Community College District, hereinafter called Mt. San Jacinto College, the undersigned agrees to reimburse the Mt. San Jacinto College, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the Mt. San Jacinto College, to replace any such materials and to repair said work completely without cost to the Mt. San Jacinto College so that said work will function successfully as originally contemplated. The Mt. San Jacinto College shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Mt. San Jacinto College elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Mt. San Jacinto College. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Mt. San Jacinto College shall be entitled to all costs and expenses, including attorney’s fees, reasonably incurred due to the said failure or refusal.

Name of Proposer/Contractor (Person, Firm, or Corporation)

Signature of Proposer/Contractor's Authorized Representative

Name & Title of Authorized Representative

Date of Signing
WORKER'S COMPENSATION INSURANCE CERTIFICATE
To Be Submitted With Bid

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____________________________________________
Name of Bidder (Person, Firm, or Corporation)

_____________________________________________
Signature of Bidder's Authorized Representative

_____________________________________________
Name & Title of Authorized Representative

____________________
Date of Signing

ATTEST:
By_________________________
Signature

___________________________
Title
EXPERIENCE STATEMENT
To Be Submitted With Bid

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

________________________________________
Signature of Bidder

<table>
<thead>
<tr>
<th>Description</th>
<th>Customer/Client Name</th>
<th>Yr.</th>
<th>Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the District. Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE:** Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.

Bidder’s Name

<table>
<thead>
<tr>
<th>SUBCONTRACTOR:</th>
<th>ITEM OF WORK:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION/ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>LICENSE NO.</td>
<td>EXPIRATION DATE:</td>
</tr>
<tr>
<td>CLASS:</td>
<td>/ /</td>
</tr>
<tr>
<td>PHONE:</td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTOR:</th>
<th>ITEM OF WORK:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION/ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>LICENSE NO.</td>
<td>EXPIRATION DATE:</td>
</tr>
<tr>
<td>CLASS:</td>
<td>/ /</td>
</tr>
<tr>
<td>PHONE:</td>
<td>( )</td>
</tr>
</tbody>
</table>