



**REQUEST FOR PROPOSAL  
FOR  
BOOKSTORE MANAGEMENT SERVICES**

**(RFP #07-074)**

Notice is hereby given by San Joaquin Delta College District, that Proposals for **Bookstore Management Services** will be accepted in the Purchasing Office, Danner Hall, Lower Level, San Joaquin Delta Community College District, 5151 Pacific Avenue, Stockton, CA until **2:00:00 p.m.**, on the clock designated by the District or its representative as the official clock, **Thursday, December 7, 2017.**

Request for Proposals (RFP) specifications and scope of services may be obtained after **Thursday, November 16, 2017** from the Purchasing Department's Business Opportunities Web Page, <http://www.deltacollege.edu/dept/purchasing/DISTRICTBusinessOpportunities.html>, under the "**Current Procurement, General and Professional Service Opportunities**" section. Prospective bidders must register as a plan holder for the RFP, in order to view and/or download the electronic documents.

All questions must be submitted in writing by the close of business day (3:00 p.m. pacific time) **Tuesday, November 28, 2017** to Maria G. Bernardino, Director of Purchasing and Contract Services at [mbernardino@deltacollege.edu](mailto:mbernardino@deltacollege.edu).

The District also encourages the participation of local and/or small businesses, including, but not limited to minority, women and disabled veteran owned businesses located within the San Joaquin Delta Community College District, as subcontractors and/or suppliers, per District Administrative Procedure (AP) 6330 or **Certified** Small Business, Microbusiness or Disabled Veteran Business Enterprise, per AB 173 regulation.

The Board of Trustees reserves the right to waive any informalities or irregularities in the proposals and to reject any or all proposals.

Dated: November 16, 2017

SAN JOAQUIN DELTA COMMUNITY COLLEGE

*Maria G. Bernardino*

Maria G. Bernardino  
Director of Purchasing and Contracts

## 1. PURPOSE AND SCOPE

San Joaquin Delta College District (District) is seeking proposal from companies interested in providing bookstore management services for the District's bookstore operation. The District is interested in receiving proposals from firms specializing in higher education bookstore management services. Of particular interest are firms offering services in educational settings with approximate the same student head count populations or more and annual sales over \$5,000,000 per year.

## 2. SCHOOL PROFILE

San Joaquin Delta Community College District encompasses about 2,400 square miles and serves approximately 18,000 head-count students (15,9000 FTES). It serves the cities of Stockton, Lodi, Manteca, Tracy and Escalon in San Joaquin County. The College currently has three existing campuses. The main campus is in Stockton and two regional campuses are in Manteca and Mountain House.

The Stockton Campus is on a 165-acre site located north of downtown along Pacific Avenue in the heart of Stockton. The main campus has a rich history. It is a successor of the Stockton Junior College, which was formed as a lower division program to admit high school students not fully qualified for College of the Pacific admission. As the educational needs of the area became greater, the college expanded its vocational programs. Delta College still continues its partnership with the University of the Pacific by offering lower division programs of study that are articulated with Pacific's four-year degree programs. The Stockton Campus is also a cooperative Educational Partner of California State University, Stanislaus.

The Manteca Campus focuses on Agriculture & Animal Science programs while the South Campus at Mountain House offers mostly general education classes and a few career technical programs.

## 3. PROJECT SCHEDULE & QUESTIONS CONCERNING REQUEST FOR PROPOSAL

November 15, 2017	Release of RFP document
November 28, 2017	Last Day to submit written questions (before 3:00 p.m. PST)
December 1, 2017	Due date to Issue Addenda
December 7, 2017	Proposals due, Thursday, before 2:00:00 p.m.
January 2018	Estimated contract award by Board of Trustees
February 2018	Finalize contract execution
April 2018	Estimated start-up timeline of new operation

Proposals must be submitted before 2:00:00 p.m. (PST) Thursday, December 7, 2017 and address as follows:

San Joaquin Delta Community College District  
Attn: Maria G. Bernardino  
Director of Purchasing and Contract Services  
Danner Hall Building, Lower Danner  
5151 Pacific Avenue  
Stockton, CA 95207

Proposals received after the due date/time will be returned unopened. It is the intent to complete the RFP process by, and submit a recommendation to the District's Board of Trustees at its next regularly scheduled meeting in January 2018. Refer to the attached campus map for the closest parking lots located to the Office of Purchasing and Contract Services, if the proposals as hand-delivered.

**Please note:** The above schedule is subject to change. Any changes to the schedule will be addressed via Addendum to all participants.

All questions must be submitted in writing before 3:00 p.m. Tuesday, November 28, 2017 to Maria G. Bernardino, Director of Purchasing and Contract Services at [mbernardino@deltacollege.edu](mailto:mbernardino@deltacollege.edu). Oral statements concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

This Request for Proposal does not commit the District to award a contract or to pay any costs incurred in the preparation of any proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this RFP. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District. It reserves the right to award a contract on the basis of its overall evaluation and most qualified firm

#### 4. PROGRAM BACKGROUND AND DESCRIPTION

Auxiliary Services at DISTRICT is comprised of three distinct areas (Bookstore, Food Services & the Flea Market). These three service areas address out-of-classroom needs and enhance the campus environment for students, faculty, staff, and visitors to the College. Auxiliary Services not only strives to observe good business practices and principles, they also provide opportunities for student development by adhering to responsive, ethical, effective service design. There is an overall mission statement for Auxiliary Services, and each of the three areas also maintain District mission statements. All of the mission statements are reviewed on a regular basis to ensure that they are consistent with the overall mission of the College and with professional standards.

The following table shows the credit and non-credit enrollment data for the past three years:

Year	Credit FTES	Non-credit FTES	Total FTES
2014-2015	15,973.62	193.13	16,166.75
2015-2016	15,140.83	190.06	15,330.89
2016-2017	14285.22	182.56	14,467.78

The DISTRICT Bookstore is the College's bookstore facility, where students can buy or rent textbooks, have photographs taken for student ID cards, pick up bus passes, Mustangs gear and other school accessories. The Bookstore also operates Snack Zone selling a variety of grab and go food, candies and snacks. In addition to sales space, the Bookstore contains office space for bookstore employees, storage for merchandise, and receiving and dock space.

Following is a summary of the square footage:

Bookstore Basement Storage	895 sf
Bookstore	6426 sf
Bookstore 1st Floor Office Area	895 sf
Bookstore 1st Floor Storage	1150 sf

Blueprints of all space allocated to the Bookstore are included in *Attachment D*.

Bookstore sales figures and employee compensation per Department for the previous three year periods are included in *Attachment A*. Attachment B provides the total employee salaries and benefits. The Bookstore budget is identified in *Attachment C*. The Bookstore organization chart is identified in *Attachment E*.

The current system being used is the MBS system for book inventory and cash register to accept credit cards. This is not an integrated system.

1. (inclusive of retail, stockroom, and office spaces) is available in Attachment D and basement storage space is showing on Attachment D.1
2. There are approximately 1,000 textbook titles offered for sale for the most recently completed academic year.
3. There are 60% of the 1,000 textbook titles available for rent (in-store) for the most recently completed academic year.
4. All purchases of course materials with publishers are processed through MBS Service Company.

## 5. INFORMATION AND GENERAL REQUIREMENTS

### 5.1 **Program Objectives:**

The District's Auxiliary Services area is seeking a qualified vendor that will exemplify the institution's mission by providing a high quality, full-service Bookstore operation to the Delta College community. It is essential that the Bookstore be managed with maximum sensitivity to the needs and concerns of students, faculty, and staff. Products, prices, and services must promote confidence that the Delta College community is obtaining the best possible combination of quality, customer service, and value.

### 5.2 **Scope of Work:**

- A. During the term of the Contract between the District and the Vendor, the Vendor shall operate the District's Bookstore in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
- B. The Vendor shall provide Delta College with the services and innovation expected of a high quality Bookstore.
- C. The District's Auxiliary Services area is seeking to collaborate with a vendor who has a commitment and record of accomplishing outstanding customer service. As such, the District's Auxiliary Services desires a team approach with a vendor that will provide pleasant and courteous staff members and leaders who are willing to demonstrate professional responsibility to customer service issues.
- D. The successful Bookstore Vendor will be expected to participate in the College community by interacting with District staff and students at regular meetings and future planning meetings and by remaining responsive to suggestions, concerns, and the changing needs of students and staff.

### 5.3 **Current Bookstore hours of operation:**

- A. Vendor shall provide hours of operations currently in effect unless agreed to in writing by the District's Auxiliary Services and/or until an amendment is made to the contract. (Hours are subject to change based on the academic calendar and/or campus needs). See *Attachment C* for current hours.

B. The hours of service shall be posted in a mutually agreed upon place.

**5.4 Term:**

The term of any resultant agreement shall be for a period of five (5) years, commencing from the date of contract execution and continuing through December 31, 2022. The five year limitation is a requirement per Ed Code. However, the District reserves the right to renew the contract for subsequent five (5) year terms.

**5.5 Response Information:**

Firms wishing to submit a proposal are asked to respond to the following items, as they would relate to their company's bookstore service operations for San Joaquin Delta College District.

- A. The duration and extent of experience in the operation of bookstore services.
- B. A list of all locations of current college/university bookstore service operations and a separate listing of all locations added and lost over the past three years indicating each institution's previous bookstore operator. For each location, include the following information:
  - Individual's name and telephone numbers for contact;
  - Length of time Contractor has been with the institution;
  - Most recent FTE enrollment numbers.
- C. A description of how your company approaches campus bookstore management as it relates to student services, faculty support and institutional partnership.
- D. A discussion of your corporate philosophy towards the management of bookstore operations with a focus on the role of the local bookstore team in decision-making. Include examples of this philosophy being successfully enacted at institutions similar in scope to [Name of School].
- E. Qualifications of the employees, supervisors and managers who will be assigned to manage bookstore operations.
- F. A detailed list of pricing and operating policies proposed for bookstore services.
- G. A transition plan outlining how bookstore operations would transfer, including plans with respect to inventory and employees.
- H. Proposed commission and other compensation for the District.

**5.6 Proposal Preparation and Submission:**

- A. Prospective Vendors shall submit sealed written proposals as follows: One (1) Original, five (5) hard copies, and one (1) pdf copy on a flash drive or CD. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. The original copy shall be marked "original" and must be signed by person authorized to bind the firm.

All submittals shall be in the form and format as specified in this RFP. Submittals which do not include all of the elements as specified, or which deviate from the

proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

- B. Proposals may be withdrawn or amended at any time **prior** to the closing date and time.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- D. Each copy of the proposal should be bound or contained in a single volume where practical, with tabbed sections.
- E. Ownership of all data, materials, and documentation originated and prepared for the District pursuant to the RFP, shall belong exclusively to the District and be subject to public inspection in accordance with the California Public Records Act. Trade secrets or proprietary information submitted by the Vendor shall not be subject to public disclosure under the California Public Records Act. Any confidential or proprietary data must be clearly marked.

#### **5.7 Award:**

- A. Award will be made to the Vendor who is determined by the District to best meet the needs and objectives of the District community. Vendors are encouraged to propose new innovations. the District reserves the right to: reject any or all proposals if they are, in its sole discretion, judged unacceptable; to waive any technical or formal defect therein; to accept or reject any part of any proposal; and to award the Contract to other than the Vendor proposing the highest commission return according to its own judgement and in the District's best interest.
- B. The District will consider a number of factors in evaluating proposals. These factors will include the following, which are not listed in any particular order of importance.
  - 1. Vendor's record of performance and service in higher education bookstore operations.
  - 2. Vendor's conformance to the RFP specifications, requirements, terms, conditions, and provisions.
  - 3. Vendor's response to the District's objectives.
  - 4. Vendor's pricing and refund policies.
  - 5. Service aspects of Vendor's proposal.
  - 6. Financial return to the District.
  - 7. Customer relations in existing Vendor operated bookstores.
  - 8. Personnel aspects of Vendor's proposal.
  - 9. Vendor's ability to create a dynamic retail environment.
  - 10. Review of recommendations with respect to Vendor's bookstore operations at other similar universities and colleges.
  - 11. Vendor's size, credit standing, financial record, stability, and management.
  - 12. Vendor's creativity.
  - 13. Vendor's technology plan.
- C. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the District and/or be invited to meet with the

District's officials for clarification and questions. This time is not part of the processing schedule. The District will schedule the time and location for these presentations, as needed prior to making final decision. Oral presentations are an option and may or may not be conducted.

- D. After proposals have been reviewed, visits may be made to selected institutions under contract with the Vendor to assist the District in determining its choice of Vendor.
- E. Additional information may be requested while proposals are under consideration.

## **6. SPECIFIC REQUIREMENTS**

### **6.1 Company History / Qualifications:**

- A. The Vendor shall be knowledgeable about the changing college and university bookstore trends, new technologies, legislation, new marketing ideas, new merchandise, and changes evolving throughout the general bookstore industry. The Vendor shall incorporate programs of action in response to these changes and trends in the District's Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.
- B. A detailed description must be submitted describing the Vendor's background, experience, and qualifications in operating a college or university bookstore. The Vendor must provide a list of at least five (5) college/university references where the Vendor has operated for a minimum of five (5) years, or is currently operating a bookstore, preferably in California with a student body similar in size to the District.
- C. References must include:
  - Name and address of facility
  - Full time student enrollment
  - Dates of service, and
  - Name of Contact person's (with authority over bookstore operations)
  - Telephone number, and email
- D. The Vendors shall submit biographies and locations of local representatives who will support the District. Please provide examples of how the local representatives will interact with the bookstore and campus contacts.

### **6.2 Textbook, Reference & Trade Book Offerings:**

- A. The Vendor shall provide course materials including:
  - 1. All required, recommended, and suggested textbooks and course materials – new, used, custom, in editions specified by the faculty or other designated departmental representatives.
  - 2. Digital and e-textbooks strategies.
  - 3. Art Kits, Ceramic Kits as required by Art instructor's students.
  - 4. Other educational materials and supplies used by the DISTRICT students.
- B. Vendor must carry any specific supplies as required by instructors or departments.
- C. Vendor shall carry all textbooks during the first eight weeks of a semester. Vendor may not begin returning books to publishers until after the eighth week.

- D. In its provision of books, supplies, and materials, the Vendor will prepare a requisition (in a form acceptable to the District), for each semester, that will be electronically distributed to faculty members with online ordering and tracking available. The District will make reasonable efforts to see that Vendor's bookstore managers are given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered as follows:
  - 1. For the Spring semester, beginning in February, on or before November 18<sup>th</sup>;
  - 2. For the Summer sessions, on or before May 6;
  - 3. For the Fall semester, beginning in August, on or before May 20<sup>th</sup>; and
  - 4. For the winter sessions, on or before October 21<sup>th</sup>.
- E. The Vendor shall provide timely delivery of orders submitted by faculty members for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Vendor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.
- G. The Vendor shall make every possible effort to increase rental and used book sales by retaining used books purchased at the District, if required for the following semester, and by purchasing or acquiring used books from other bookstores and/or companies if necessary, and by providing online ordering and pickup service to students.
- H. The Vendor shall provide for the sale of textbooks and other educational materials required for off-campus courses, if requested by the District.
- I. The Vendor shall provide a description of its plan to assist DISTRICT with compliance requirements of the HEO Act of 2010, as it may be applicable to the operations of the Bookstore.
- J. The Vendor shall maintain a high quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of the District. The Vendor must be responsive to advice relative to stocking of reference books suggested by the District's faculty members and/or researchers.
- K. The Vendor must provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the District.
- L. The Vendor shall promote book signings and other academic and scholarly events as appropriate.
- M. The College Printing Department currently prints Instructor provided course pack materials, which are then provided to the Book Store at cost. Traditional bookstore markup is approximately 30% for sale to the students. The attached chart represents Printing Service's current cost of a 100 page course pack with a color cover page, packaged and ready to deliver to the student.  
Total # of pages = 101. (100) black/white & (1) color



100 @.03 per page (includes labor, paper, toner, and click charge)	3.00
Drill @ .03 per item:	0.03
Index Covers @ .12 per item:	0.12
Shrink Wrap @ .25 per item	0.25
Color Printing @ .10 per side:	0.10
Tape Binding @ .75 per item:	0.75
Total cost per unit	<b>4.25</b>

In some cases, royalties are paid to the instructor based on the number of course packs that have actually sold. These royalties are paid after Finals week of the current semester. It is expected that the Vendor will continue this arrangement.

### **6.3 Textbook Rental Program:**

Vendor shall continue and expand the District's existing Textbook Rental Program or provide an equivalent or improved textbook rental/loan program. Vendor shall never offer fewer rental titles than the active number at the time of the bookstore services transition. Existing Inventory in this Textbook Rental Program category must be purchased at the last invoice cost for which the Bookstore paid.

### **6.4 Marketing & Promotions:**

- A. The Vendor shall provide special promotions frequently throughout each year of the contract, and will be expected to support New Student Orientation and other on-campus programs.
- B. Vendor shall offer creative monthly promotions on general merchandise and clothing.
- C. The Vendor shall identify ways in which it will utilize social media and other technology advancements in the promotion of the District's Bookstore.

### **6.5 Website/Online Sales:**

- A. The Vendor shall develop a professional website, via a cooperative effort with the District's IT Department and Marketing Department, which allows for online purchases. The website must allow students the option of purchasing or renting textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with the District receiving credit for the sale. The website should also be used as a means to market the District's merchandise and products to students, alumni, parents, prospective students, and others.
- B. The Vendor should demonstrate how they will not compete with a direct to consumer site, and how they will direct students to the District's bookstore website.
- C. Credit for all online purchases made by District students that are generated by going directly to the vendors website in lieu of accessing the District's Bookstore website shall be included as part of the gross sales.

**6.6 Merchandising:**

- A. The Vendor shall offer a selection of school and office supplies, memorabilia, spirit items, computer supplies and software, technical supplies, clothing items, hats, etc., and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
- B. The Vendor must offer a significant depth of emblematic clothing designs and styles as agreed upon. The District and the Vendor can mutually agree on the acceptable number of styles and designs that would meet the needs of the campus community.
- C. The Vendor must also carry an acceptable level of non-emblematic giftware, both every day and holiday specific that is attractive and suitable for the campus.
- D. The Vendor shall provide merchandise donations, and/or gift baskets for various functions that are approved by the Director of Auxiliary Services.
- E. The Vendor shall carry a variety of grab and go food, candies and snacks that match the existing Cafeteria (Food Services) pricing for such items. Any new items should be vetted and approved by the Director of Auxiliary Services.
- F. The District's Auxiliary Services reserves the right during the term of the contract to require the Contractor to purchase and serve specific Beverage Brand.
- G. The Vendor shall have exclusive rights to operate the full service Bookstore located at the District, offering all goods and services normally found in university or college bookstores and any such additional services as may be required by the District (such as student IDs, sale of bus passes, and sales of parking permits) during the term of the contract. The District shall grant the Vendor the right to sell District's licensed products.
- H. The District reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the District considers offensive or inappropriate.
- I. It is important to the District that the Bookstore's merchandise assortment be tailored specifically to our campus community. Vendors must describe the level of decision making that will be granted to the on-site management team when selecting products to be offered for sale in the District's Bookstore.
- J. The Vendor is expected to uphold the District's strong commitment to social responsibility.
- K. The Vendor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the District.
- L. The Vendor shall offer for sale a variety of grad and alumni gift options for Commencement. The vendor will continue to create and provide Grad Packages for students to purchase that contain a variety of merchandise celebrating their achievements. The District will provide a sample of grad packages currently being offered.

**6.7 Personnel:**

- A. Training. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure ongoing staff developmental needs are met.
- B. Adequacy. Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, whom shall be solely responsible for the payment of their wages and benefits.
- C. Current Employees.
  - 1. Vendor will provide a five (5) year employment guarantee for the existing District Bookstore employees (Full Time & Part Time) at the time the contract begins, including the Auxiliary Services Operations Supervisor based on the following conditions. Upon retirement or resignation of the existing employees, Vendor will be allowed to hire new employees. Successful vendor and the District's Director of Auxiliary Services will review employee evaluations. Retention shall remain status quo for salary, benefits, PERS and CSEA membership.
  - 2. Vendor shall match the District's holidays and employees will continue to have those holidays as paid holidays as part of the continuing status quo benefits.
  - 3. As required of all District employees, employees of Vendor shall be fingerprinted and tested free from Tuberculosis prior to being assigned to work under this contract.
  - 4. The Vendor's employees shall at all times abide by the College's Rules and Regulations while on the District's premises.
- D. Student Part-Time Employees. The Vendor is encouraged to employ District students, when possible. Student employees of the Vendor are not to be paid less than the minimum wage as required by California State law.
- E. Employee Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law, including, but not limited to the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program. All material related to personnel policies and procedures of the Bookstore must be available for review by the District.
- F. Equal Opportunity and Affirmative Action. The District is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
- G. Managers. After the initial 5-year contract, the Vendor's Bookstore manager(s) assigned to the campus shall be selected with the approval of the Director of Auxiliary Services. The current Bookstore Manager shall be given the opportunity to be considered for this position. If the current Bookstore Manager is not selected as the ongoing manager, then provide a plan as to what title, role, and in what capacity Vendor will fill this position for ongoing employment.

The Bookstore manager(s) shall not be changed more than once per year unless requested by the District's Director of Auxiliary Services, or mutually agreed upon and not without a thirty-day (30 day) written notice. Replacement selection shall be made in a manner that is acceptable to and mutually agreed by the District.

The person selected by the Vendor to manage the Bookstore is to have extensive experience in the management of bookstore services in a college community. This person must be an excellent communicator, a proven leader and must exhibit the ability to deal effectively with college students, faculty and staff.

Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the District.

**6.8 Vendor Self Improvement:**

- A. In order to determine that superior customer service is being provided to the District, the vendor shall conduct specific and continuing programs of inquiry and evaluation through campus meetings, and "how did we do?" comment cards to determine the level of satisfaction of the students and the College community with the Bookstore operations. The results of this inquiry and evaluation process shall be shared with the Director of Auxiliary Services and the District's Administrative Services Department on a regular basis.
- B. The Director of Auxiliary Services may request to meet with the Vendor's Bookstore Manager on a semester/intersession basis throughout the contract. Thereafter, the Director of Auxiliary Services may meet as required or needed to evaluate all Bookstore services, focusing on comments and providing information that could result in needed changes or improvements. The Director of Auxiliary Services may conduct bookstore preference surveys, assist in planning special events, and in general, act as a representative for the College District to communicate reaction to the bookstore services.

**6.9 Sustainability Practices:**

- A. The Vendor is expected to uphold the District's strong commitment to environmental sustainability. Describe programs and processes the Vendor will use to support the District's sustainability practices.

**6.10 Technology:**

- A. Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:
  - 1. Textbook and course materials management.
  - 2. Merchandise management.
  - 3. Student financial aid.
  - 4. Campus Debit Card.
  - 5. General/trade book management.
- B. Provide information about your automated point of sale (POS) system for recording, verifying, and reporting sales, including a brief description of automated system features. Indicate what type of back-up system or procedures are to be utilized in case the system is temporarily inoperative. Indicate compatibility of POS system with the District's payment system.

- C. Vendor shall be responsible to pay and all “pay off” balances of existing maintenance or operating contracts as they pertain to the existing POS systems and other store systems.
- D. Vendor must be Payment Card Industry (PCI) compliant.

**6.11 Bookstore Policies:**

- A. Operating Schedule. The Vendor will be required to operate the Bookstore in the existing District’s Bookstore located in first floor of Danner Building on a 12-month basis, based on the District’s academic calendar, see *Attachment E (2017-18 and 2018-19 calendars)*. The District reserves the right, upon consultation with the Vendor, to establish or change the service hours, plans, or other methods of operation of the Bookstore.
- B. The Vendor shall operate according to the following pricing policies:
  - 1. All new paperbacks and trade books shall be sold at prices no higher than the publisher’s suggested retail prices.
  - 2. Textbook Pricing Policy shall be clearly stated.
  - 3. All other merchandise shall be marked up to reflect a normal gross profit margin in the university/college bookstore industry or as pre-priced.
- C. The District may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of the District’s request.
- D. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Vendor’s control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. The District and Vendor shall determine the effective date of any such changes in policies.
- E. The Vendor shall provide for charge, sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express, P-Card, or a District Purchase Order. The Vendor shall also provide for charge, sales to District Departments where appropriate. The Vendor shall accept personal checks from students, faculty, and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
- F. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with student’s welfare in mind to encourage repeat business.
- G. The Vendor shall purchase used books from the students, faculty and others at the District based on a schedule that is practical and convenient to both the Bookstore and the District community according to the following policy:
  - 1. If the Vendor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.

2. If the Vendor does not have information as to the future use of a book or if the book will not be used a following semester, or will soon be replaced by a revision announced by the publisher, the Vendor shall pay the price listed for the book in a textbook guide which the District and the Vendor agree to use for this purpose.
- H. The Vendor shall operate the Bookstore on a schedule that accommodates the academic calendar of the District community. At a minimum, operating hours are to be from **Monday-Thursday 7:30am-6pm and Friday 7:30am-3:00pm**. Other operating hours may be requested by the District to accommodate special events, and under such circumstances; the Vendor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be approved by the Director of Auxiliary Services.
- I. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty, and staff of DISTRICT for authorized sales of office, school supplies, and merchandise sold in the Bookstore. These sales shall not be considered a part of gross sales.
- College employees currently receive a 10% daily discount on everything except textbooks, electronics, graduation announcements, class rings, and software.
- J. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the District should reasonably request, and if the District should so request, shall cooperate with the District in the District's prosecution of such individuals. The Vendor shall notify the District Police Department when any such incidents occur.

#### **6.12 Facilities & Equipment:**

- A. The Bookstore operated by the Vendor shall be operated in the existing Bookstore space. Additions to, or deletions from existing space, or relocation of the Bookstore, may be made but must be agreed upon in writing by the Vendor and the District's Director of Auxiliary Services and as approved by the Facilities Planning Committee. All costs of such changes shall be borne by the Vendor. Any modifications may require the approval of the State Architect and must be approved by District's project management staff and overseen by inspectors certified by the Division of State Architect. The vendor will be billed for project management costs.
- B. The Vendor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. The Vendor may elect to utilize equipment already in place in the Bookstore, but shall accept the equipment in an "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the District upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected. No equipment shall be removed without prior approval by the District's Auxiliary Services.
- C. The Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore. All renovations and finishing out, including color selections, is subject to prior written approval by the District.
- D. The District will be responsible for major structural repairs to the space used by the Vendor provided that such repairs are not required as a result of the actions of the Vendor, its agents, or employees.

- E. Current maintenance contracts on the District equipment, which is made available for use by the Vendor, will remain in force until their normal expiration dates, unless otherwise provided in the maintenance contracts. The Vendor will have the benefit of such contracts until their expiration dates, and thereafter shall provide for preventive maintenance and repairs of equipment at the Vendor's own cost and expense.
- F. The District will provide all utilities to the space used by the Vendor including heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- G. The District will provide trash removal and extermination services for the Bookstore.
- H. Cleaning services in and around the bookstore are the responsibility of the vendor.
- I. The Vendor may choose to have phone service brought in with all related costs including, but not limited to, telephone installation costs, telephone billing costs, any pathways, infrastructure, cable or fiber work that is required, and any maintenance at the Vendor's expense. Alternately, phone service may continue to be provided by the District, utilizing the current phone number(s) and extension(s), at a cost of \$15 per extension per month.
- J. All internet and related costs shall be the sole responsibility of the Vendor. This includes, but is not limited to, installation costs, billing costs, broadband internet access costs, any pathways, infrastructure, cable or fiber work that is required to satisfy Vendors' internet and/or business automation needs. The terms of the College's' existing internet service do not allow the District to provide internet service to any for profit entity.
- K. Vendor acknowledges that all external internet/telecommunications services terminate in one of two locations (MPoE) on the Campus. Any work required in establishing Vendor's internet connection must be coordinated with the District's Information Technology Department, so as not to interfere with the District activities, as determined by the District and Auxiliary. The District will provide transport for Vendor's internet connection from the MPoE to the bookstore facility utilizing a single existing fiber pair. Additional fiber pairs, if desired and available, would be leased to the Vendor at the rate of \$100 per month.
- L. Should Vendor lease phone service from the District, technical support for those phones would be available during normal business hours by contacting the College's Help Desk. This technical support would be included in the above cost. One handset per extension would also be provided. Any handsets showing physical damage during the course of this agreement would be replaced and billed to the vendor at \$175 per occurrence.
- M. It is expected that the Vendor would provide their own support for their internet connection. Should District staff be requested for any support that doesn't directly involve service to the transport fiber, Vendor will be billed as follows:  
District support hourly rate is \$90 per hour - per technician. Most network and telecommunications troubleshooting requires two (2) technicians.
- N. After Hours support will be billed at a 4 hour minimum (per the Union Contract), per technician at the overtime hourly rate of \$120 per hour.
- O. To the best of its knowledge, the District is not aware of any health or environmental

problems which currently exist or are likely to develop in the physical facility, which houses the Bookstore. The District shall be responsible for the prompt remedy of any health or environmental problems at the Bookstore, other than those caused by the Vendor. The building may contain hazardous materials typical of 1970s construction such as asbestos- containing building materials and lead paint.

- P. Agents and employees of the Vendor working in the Bookstore will be provided access to parking lots utilized by District employees.
- Q. The Vendor shall cooperate with the District Police Department in the provision of security for the Bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation. This would include video surveillance systems.

### **6.13 Financial Requirements & Administration:**

- A. The Vendor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
- B. The Vendor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
- C. Licenses, Permits, and Taxes:
  - 1. The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the District Bookstore operations provided for herein. The District will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the District Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
  - 2. The Vendor will be granted the right to use the District's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the District, provided that the District's name is not used for product endorsement.
- D. The Vendor shall pay to the District a commission percentage based on gross sales as defined herein. The Vendor shall specify this commission percentage in its Proposal.
- E. Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from the bookstore website: less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, eBook readers, discounted faculty/staff sales, pass-through income, bookstore issued scholarship sales, convenience store (Snack Zone) merchandise sales at less than a 20% gross margin such as reasonably determined by the Vendor, and other merchandise mutually designated as non-commissionable.

Gross Sales shall include any commissions received by the vendor from products such



as class rings, Pepsi, and commissions received by the vendor for authorized sales by other companies or organizations on the District's Bookstore website.

- F. Applicable payments as set in the Vendor's proposal shall be made monthly by the Vendor to the District and shall be paid within 30 days after the close of the Month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.
- G. Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to the District.
- H. The District shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Vendor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or POS equipment utilized by the Vendor in the District Bookstore shall have non-changeable grand totals.
- I. The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the District Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and audited by the District.
- J. On termination of the Contract, commissions will be paid to the District on sales up to the final day the District Bookstore is operated under the Contract. The commission due to the District for any portion of a Contract year shall be calculated on a percentage basis.
- K. Insurance Requirements. During the term of the contract, the Vendor and all subcontractors shall maintain, at their sole expense, minimum insurance coverage and additional insured endorsement as follows:
  - 1. Comprehensive General Liability (including BROAD FORM CONTRACTUAL LIABILITY INSURANCE) – minimum coverage limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. The Contractor may satisfy the comprehensive general liability insurance coverage limits by a comprehensive general liability policy with coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate plus an excess liability policy with minimum coverage limits of at least Five Million Dollars (\$5,000,000)
  - 2. Automobile Liability Insurance – minimum coverage limit of One Million Dollars (\$1,000,000) on a combined single limit basis, covering claims for damages resulting from (i) bodily injury, including wrongful death, and (ii) property damage which may arise from the operations of any owned, hired, or now-owned automobiles and other motor vehicles used by or for the Contractor in any capacity in connection this Contract.
  - 3. Workers' Compensation and Employer Liability Insurance providing full statutory coverage.
- L. The bodily injury and property damage liability policies of the Contractor and its Subcontractors shall contain the following:

1. Provision of endorsement naming the District; its officers; agents and employees as additional insured's for liabilities arising out of performance of any work under this Contract, designating that such insurance is primary insurance as respects the interest of the District, and confirming that any other like insurance or self-insurance maintained by the District is excess and not contributing insurance with the insurance required of the Contractor under this Contract.
  2. A "severability of interest" clause.
- M. The Vendor's insurance carrier must be approved by the District's Office of Purchasing and Contract Services and carry and AM Best rated at least A-/VII.  
Proof of Insurance: Proof of insurance shall be delivered to the Office of Purchasing and Contract Services prior to the contract execution.
1. Certificates and insurance policies shall include the following clause:  
"This policy shall not be cancelled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the District's Office of Purchasing and Contract Services. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
  2. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
  3. Certificates of insurance shall clearly state that:  
San Joaquin Delta Community College District and its board members, officers agents, employees and servants are named as additional insureds under the policy described and that such insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District, or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Vendor shall provide San Joaquin Delta College with the endorsement to the policy the San Joaquin Delta Community College District as additional insured.
- The District will provide property and casualty insurance under the District's policy, covering Bookstore space and fixtures and equipment that is owned by the College.
- N. Bond Requirements. Prior to execution of the contract, Contractor shall provide a Performance bond in the amount of \$50,000. All Bonds pertaining to this project shall be from a surety company admitted to issue surety bonds in the State of California per Code of Civil Procedures Section 995.120 **with an AM Best Rate A-/VII or better.** Attachment G must be used to provide the performance bond.

#### **6.14 Purchase of Merchandise & Inventory:**

- A. Upon commencement of this contract, the Vendor shall purchase bookstore inventory then currently on hand (except for rental book inventory - see Section 5.3) using the following terms:
1. New Textbooks
    - a. All new textbooks (in quantities not exceeding normal course requirements) will be purchased at last cost except for those that are considered old editions.

- b. All excess textbooks not accepted for return will be purchased by the Vendor at the current wholesale price.
- 2. Used Textbooks
  - a. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at last cost except for those that are considered old editions.
  - b. All excess adopted used textbooks will be purchased by the Vendor at the current wholesale price.
- 3. Trade, Paperbacks, Technical and Reference Books
  - a. All trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old, will be purchased by the Vendor at the District's cost.
  - b. Books not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
- 4. School Supplies, General Merchandise, Food supplies and Drinks
  - a. This category includes all items not previously mentioned, including art, office and general supplies, stationary, grab and go food items, candies, snacks and drinks etc.
  - b. All of the above supplies and merchandise in clean and saleable condition, up to a six (6) month supply, will be purchased by the Vendor at the District's cost.
  - c. Items not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
- 5. The Vendor must buy all existing giftware inventory at the invoice cost.
- 6. Payment for Inventory
  - a. The Vendor will pay the District for all inventory in two equal payments: Fifty percent (50%) within sixty (60) days after the completion of a physical inventory, and fifty percent (50%) within one hundred and twenty (120) days after the completion of that inventory.
- B. Upon the commencement of the Contract, the Vendor and the District's Auxiliary Services will perform an inventory of the District equipment, which will be used by the Vendor in the Bookstore. The inventory will note the condition of the equipment, as agreed upon by the District's Auxiliary Services and the Vendor.
- C. Upon the termination of the Contract, the District will purchase, or require the replacement vendor to purchase, bookstore inventory then on hand from the Vendor upon the same terms as described in sub paragraphs 5.14.A (1-6) above.

**7. Contract Term. Renewals. Cancellation. Termination. Requirements. Additions. Adjustments. & Assignments:**

- A. Term. The initial contract shall commence upon execution of the contract, and continue for a period of five (5) years ending on December 31, 2022. If it is deemed to be mutually beneficial to both the District and the Vendor, both parties may mutually agree to renew the Contract for additional five (5) year period(s).

B. Termination.

a) For Cause:

- 1) In the event the Contractor fails to carry out or comply with any of the terms and conditions of the established contract, the District may, without prejudice to any other right or remedy, serve written notice upon him and his surety of intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) working days after the service of such notice such condition or violation shall cease, and/or satisfactory arrangements have been made for the correction thereof, this contract shall upon the expiration of said ten (10) working days, cease and terminate.
- 2) In such case, it shall be incumbent on the Contractor to continue operation until relieved by a subsequent bookstore service Contractor chosen by the District's Auxiliary Services (not to exceed eighteen (18) months. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

b) For Convenience:

Either party may terminate this agreement with eighteen (18) months written notice prior to the end of the then current five 5-year term.

C. Waiver. Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision. When there is a conflict between the Vendor's bid proposal terms and conditions and the District's, the District's shall supersede.

D. Adjustments. Either party to the contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be made in writing, signed by the authorized representatives of both parties, and the Contract amended to include same.

E. Assignments. Neither party shall assign or transfer, by operation of law, nor otherwise, do any or all of the rights, burdens, duties, or obligations with regard to the Contract, without prior written consent of the District.

F. Independent Contractor. This Agreement is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. Contractor will assign the Contractors it proposes to use. Further, the Vendor shall purchase merchandise and sign contracts in its own name and sole credit and shall promptly make full payment thereon, in accordance with the terms of purchase.

G. Compliance with Laws. The Vendor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The District agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Vendor

shall also comply with all District policies and regulations as may currently and/or in the future pertain to service under the Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

- H. Bonds. Prior to execution of the contract, Vendor shall provide a Performance Bond in the amount of \$50,000. Attachment G represents the performance bond form that must be used when submitting the bond. The
- I. Liquidated Damages. The Bookstore shall be implemented and fully operational by April 2018. If the Bookstore is not fully operational by this time, it is understood that the District's Auxiliary Services will suffer damage. It is agreed that Vendor shall pay to the District's Auxiliary Services as fixed and liquidated damages, and not as a penalty, the sum of one- thousand dollars (\$1,000) per day for each calendar day of delay until the Bookstore is fully operational as specified herein. Vendor and his surety shall be liable for the amount thereof.

The vendor shall not be charged liquidated damages because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Vendor including, but not restricted to: acts of God or of public enemy; acts of Government; acts of the District or anyone employed by the District, or acts of another Contractor in performance of a contract with the District; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or, unusually severe weather. Vendor shall within three (3) days of the beginning of any such delay (unless the District grants a further period of time prior to date of final settlement of the contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of time for implementation of bookstore services when in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

- J. Indemnification. To the extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Vendor, or those of any of its officers, agents, employees, or subcontractors, whether such act is authorized by the Contract or not; and Vendor shall pay for any and all damage to the District's property, or loss or theft of such property, done or caused by such persons. Vendor further agrees to waive all rights of subrogation against the District. The District assumes no responsibility whatsoever for any Vendor's property placed on the premises. The provisions of this section do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, or volunteers.
- K. Promotion. In no instance will the District be used by the Vendor in connection with any advertising or promotion without the specific written permission of the District.
- L. Legal Entity Change: Should change be contemplated in the name or nature of the Vendor's legal entity, the Vendor shall first notify the DISTRICT in order that proper steps may be taken to have the change reflected in the contract documents.
- M. Safety Regulations. Contractor shall comply with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Vendor shall erect and

maintain, as required by existing and future conditions of the scope of work or service, all necessary safeguards or safety and protection, including posting danger signs and other warning against hazards and promulgating safety regulations. Vendor shall comply with all OSHA standards as they apply to the Vendor's scope of work and services.

## **8. Format of Proposal:**

The proposal shall be bound or provided in a 3-ring binder and contain the numbered Tabs as indicated below.

The front cover shall contain the name of the company and RFP number. The original package shall be marked "Original" on the front cover. Copies should be clearly identified on the cover page as "Copy".

Include a cover letter giving a brief overview of your company and why you feel your company would best serve our campus.

### **Tab #1: Minimum Qualifications:**

To be a responsible Contractor, your firm must submit evidence of meeting the following minimum qualifications. Provide a 1-2 page statement signed by the authorized representative describing how the Contractor's firm satisfies the minimum qualifications. **Failure to meet minimum qualifications will result in rejection of proposal.**

- Contractors must currently be operating bookstore services for at least five (5) higher educational institutions in California.
- Contractors must provide applicable financial data that will demonstrate the Contractor's ability to perform. Contractors will need to show that they have sufficient capital to cover start-up costs ranging from \$100,000 to \$600,000 and accounts receivable ranging from \$100,000 to \$150,000 per week.
- Contractors must have top-level management offices and resources within the western states. Provide location and description of regional management offices for District, university, or similar accounts within California.
- Contractors must be able to obtain all required insurance coverage and bonding requirements.

### **Tab #2: Operations Experience:**

1. Provide the names of all Districts and universities or similar bookstore operations presently operated by your company in California. For each operation provide the following:
  - a) Full name and address of the institution.
  - b) The institution's administrative officer's name and title that has been designated as the liaison officer with your bookstore service company. Also include the name and title of at least one other administrative officer at the institution. Provide the telephone number and email address of each officer.
  - c) The number of years your company has provided continuous service. Include the initial date of original contract.
  - d) Key personnel involved on the listed campuses.
  - e) Describe the service provided to the institution. (e.g. textbook sales (new/used/rentals). Include photographs, marketing materials, and brands.
  - f) Provide the annual sales total for each service and combined annual sales total for all services your company offers at the institution.

2. Provide a list of all other states in which your firm operates a District, university, or similar bookstore service.
3. Has your company discontinued any District, university, or similar operations at any location in the last three (3) years? If so, identify such institutions (including telephone numbers and addresses) and explain the reasons why the operations were discontinued. Was the discontinuation at your request, that of the institution involved or due to other factors (e.g. non-renewal due to institutional competitive RFP requirements)?

**Tab #3: Bookstore Service Plan:**

1. Describe in detail the overall plan that your company proposes to implement at the District. This should incorporate your company's plan to address all future bookstore services to the campus.
2. The District Bookstore Textbook Rental Program is a valuable program to its students. Include details regarding your company's Textbook Rental Program and how it will continue to serve the District's students in the best capacity.
3. Please include any capital improvements and marketing strategies that would allow your company to stand out among the other applicants.

**Tab #4: Management Plan:**

1. Submit a profile of all proposed management personnel including their education, training, experience and prospects for promotion and longevity at the District. Also, provide a proposed organizational chart, proposed job descriptions and anticipated salaries and benefits for the period April 1, 2018 through December 31, 2018. Please keep in mind the District's commitment to equal opportunity in business contracting. The College reserves the right to select new managers, request the replacement of existing managers and approve all new hires. The manager must be assigned to the College fulltime and located on Campus. When the manager is not on duty, a supervisor must be assigned and the College must be notified who the supervisor will be.
2. Provide a complete resume of the proposed manager(s) for the DISTRICT Bookstore Operation. As part of the evaluation process, and if the College so elects, the College may interview the proposed managerial candidates. The current Bookstore Manager shall be given the opportunity to be considered for this position. The Director of Auxiliary Services will have the opportunity to conduct a final interview and will have the final approval of the Bookstore Manager. The Bookstore Manager may be removed and replaced at any time for cause at the discretion of the Director of Auxiliary Services.
3. Submit biographies and locations of local representatives who will support District. Please provide examples of how the local representatives will interact with the bookstore management and campus contacts.
4. Describe how complaints will be addressed and resolved.

**Tab #5: Personnel Procedures and Practices:**

1. Submit a copy of your personnel policies.
2. Provide comparable job descriptions for like jobs and salary schedules of current District Bookstore employees.

3. Describe clothing and/or uniforms that are required. If uniforms are required, please provide picture of uniform.

All employees of the contractor, prior to being assigned to work under this contract shall be fingerprinted and tested free from both tuberculosis and drugs.

**Tab #6: Marketing Plans:**

1. Submit a proposed marketing plan or outreach to District students, faculty and staff.
2. Provide a list of promotions that will be provided during the academic year.

**Tab #7: Student Relations Plan:**

1. Submit a proposed plan to increase student interaction, especially with student government and special campus activities.

**Tab #8: Merchandise Sales:**

1. Provide a listing of proposed selection of school and office supplies, emblematic apparel, memorabilia, spirit items, computer supplies and software, technical supplies, non-traditional giftware, holiday specific giftware, soft goods, etc. Include proposed pricing lists.
2. Submit a list of Grab and Go and snack food items that will be sold in the Bookstore.
3. Describe your company's refund policies.
4. Explain how the Bookstore's merchandise assortment will be tailored specifically to the District campus community.
5. Explain how many style and designs of clothing are typically offered in a store the size of the District Bookstore. Provide examples of Vendor's current stores, along with samples of clothing designs in those stores that are of the same level as District.
6. What kind of emblematic giftware will be available?
7. Provide a list of promotions that will be provided during the academic year.
8. Describe the level of decision making that will be granted to the on-site management team when selecting products to be offered for sale in the DISTRICT Bookstore.
9. Describe how you intend to work with the Athletic Department.
10. Describe how merchandise will be delivered, rotated, and stocked.

**Tab #9: Fee Proposal:**

1. The District will consider payment in a variety of approaches and acknowledges the overall package presentation. **Specificity is required with regard to how income will be provided to the District.**



- a) Will your company provide periodic rent payment (monthly, quarterly, annually)?
- b) Will payment be based on a percentage of sales (retail or other)?
- c) How will income be dispersed during heavy sales periods (beginning of semester), moderate sales periods (middle of semester) and slow sales periods (holiday break periods or summer school)?
- d) How will payment to the College change as additional services become available?

**Tab #10: Reference Checks and Site Visits:**

- 1. References will be checked on the finalists and their listed subcontractors, if any. Reference checks will also include, but are not limited to, questions on the cleanliness and maintenance of your areas of responsibility, merchandise selections, text books sales/rentals, recycling and conservation efforts and your company's/subcontractor's cooperativeness with the institution's requests.
- 2. Prior to award of a contract, the District reserves the right to visit the facilities of the Contractor's provided references to observe Contractors or subcontractors bookstore services in operation. The evaluation of the site visits will be part of the evaluation of reference checks.
- 3. The top candidates, to be determined by the District may be invited to the campus to present an audio and visual presentation of their marketing strategies for bookstore services for District.

**Tab #11: Equipment Condition:**

- 1. As part of the proposal response, the Contractor shall address any deficiencies in the existing facilities and equipment. The Contractor may be requested to include a listing of any permanent equipment to be purchased and/or remodeling of facilities necessary to implement the proposed bookstore services. While the cost and provision of these items are not to be included in the base proposal, they will be considered during the review of proposals and addressed during contract negotiations.

### **Certifications and Assurances**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understand that the truthfulness of the facts affirmed here and continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
3. The attached proposal is a firm offer for a period of 120 days from the date proposals are due, and it may be accepted by the District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the College whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official public capacity. (Any exception to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the District and I/we claim no proprietary right of ideas, writings, items, or samples unless so stated in this proposal.
6. Unless required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**ACCURACY AND AUTHORITY**  
(To be completed by Proposer)

The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications.

The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Legal Name of Firm: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm's Address: \_\_\_\_\_

Firm's Telephone Number: \_\_\_\_\_

Firm's Fax Number: \_\_\_\_\_

Firm's Web Page Address ("N/A" if no web page): \_\_\_\_\_

Type of Organization (Partnership, Corporation, etc.): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

License Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

Name, Title, e-mail address, telephone number and mailing address of person to whom project correspondence should be directed, if different than above:

[END OF SECTION]

**NONCOLLUSION DECLARATION (Per Public Contract Code Section 7106)**

**DESCRIPTION**

GENERAL: This Noncollusion Affidavit shall be executed by the Firm and shall be submitted with this Statement of Qualifications.

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Statement of Qualifications (SOQ). The SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The SOQ is genuine and not collusive or sham. The firm has not directly or indirectly induced or solicited any other firms to put in a false or sham SOQ. The firm has not directly or indirectly colluded, conspired, connived, or agreed with any firm or anyone else to put in a sham SOQ, or to refrain from submitting an SOQ. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the firm or any other firms, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other firms. All statements contained in the SOQ are true. The firm 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 SOQ, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a firm 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 firm.

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 of Bidder

END OF DOCUMENT