VENTURA COUNTY COMMUNITY COLLEGE DISTRICT REQUEST FOR PROPOSALS #460 FOR MANAGEMENT OF THE VENTURA COUNTY COMMUNITY COLLEGE DISTRICT BOOKSTORES

RFP ISSUE DATE: September 9, 2013 PROPOSAL DUE DATE: October 18, 2013 ISSUED BY:

> Ms. Terry Cobos Director, General Services Ventura County Community College District 255 W. Stanley Ave., Suite 150 Ventura, CA 93001

Proposals received by 2:00 p.m. (Pacific standard time) Friday, October 18, 2013 will be considered. One (1) Original, six (6) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Ms. Terry Cobos Director, General Services Ventura County Community College District 255 W. Stanley Ave., Suite 150 Ventura, CA 93001

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- Financial Bid Form (Attachment A)
- Facility Floor Plans (Attachment B)

NOTE: To simplify the review process by the District Administration and Bookstore RFP Committee and to assist with making a valid comparison among the Proposals, the format for all Proposals <u>must</u> be consistent with the format in Section 6, "Proposal Submittal Requirements." In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.

SECTION 1: INSTRUCTIONS & TIMELINE

1.1 **General Information**

- a. Ventura County Community College District (VCCCD) invites your firm to submit a Proposal for Management of the VCCCD Bookstores.
- b. Your company's Proposal must remain in full effect and subject to acceptance by VCCCD for one-hundred twenty (120) days after the due date.
- c. VCCCD reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.
- d. By submitting a Proposal, your company acknowledges complete understanding of, and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request For Proposals (RFP).
- e. By submitting a Proposal, your company agrees that neither you or any other agent, or representative of your company will initiate any communications to promote or advertise your Proposal to any member of VCCCD's Board of Trustees or VCCCD's Students, Staff, or Faculty, except in the course of VCCCD sponsored inquiries, briefings, interviews, or presentations.

1.2 <u>Timeline</u>

The timeline of key dates is as follows:

RFP Issue Date	Monday, September 9, 2013
Contact Ms. Terry Cobos to Confirm	No Later Than Friday, September 13, 2013
Receipt of the RFP and Attendance at the	
Mandatory Bidders Conference	
Mandatory Bidders Conference	Tuesday, September 24, 2013
Bidders Written Questions Due	Thursday, September 26, 2013
VCCCD Issues Responses to Written	Thursday, October 3, 2013
Questions	
Proposals Due	Friday, October 18, 2013
Review of Proposals by VCCCD	October 2013
Presentations by Contractors	November 2013 (Date TBD)
Contract Commencement	Friday, March 14, 2014

1.3 Mandatory Bidders Conference

a. Contractors should confirm receipt of the RFP and attendance at the Mandatory Bidders Conference by contacting Ms. Terry Cobos, Director of General Services, VCCCD, no later than Friday, September 13, 2013. The Mandatory Bidders Conference will be held on Tuesday, September 24, 2013. The Mandatory Bidders Conference will include site visits at all three colleges: Ventura, Oxnard, and Moorpark. The Bidder's Conference will begin at 9:00 a.m. at Ventura College, 4667 Telegraph Road, Ventura, CA 93003, Campus Student Center (CSC) Building – Campus Center Conference Room. Immediately after the site visit at Ventura College, the meeting will move to Oxnard College, and last to Moorpark College. Attendance at the Mandatory Bidders Conference, including the names of company representatives who will attend, must be confirmed in writing with Ms. Terry Cobos. Contact information is as follows:

Ms. Terry Cobos Director, General Services Ventura County Community College District 255 W. Stanley Ave., Suite 150 Ventura, CA 93001

e-mail: tcobos@vcccd.edu telephone: 805-652-5558

fax: 805-652-7700

1.4 Questions And Requests For Additional Information

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until 5:00 p.m. (Pacific standard time) Thursday, September 26, 2013.
- b. All inquiries MUST be made in writing via e-mail to Ms. Terry Cobos, Director of General Services, VCCCD, at tcobos@vcccd.edu.
- c. One hundred percent (100%) of the communications from contractors during this entire RFP process must be <u>solely</u> with Ms. Terry Cobos, Director of General Services

1.5 **Proposal Receipt**

a. Proposals received by 2:00 p.m. (Pacific standard time) Friday, October 18, 2013 will be considered. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One (1) Original, six (6) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Ms. Terry Cobos Director, General Services Ventura County Community College District 255 W. Stanley Ave., Suite 150 Ventura, CA 93001

e-mail: tcobos@vcccd.edu telephone: 805-652-5558

fax: 805-652-7700

b. VCCCD reserves the right to select one or none of the Proposals submitted.

1.6 **Presentations**

a. After review of the Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length during November 2013 (date TBD).

SECTION 2: INTRODUCTION

2.1 **Invitation**

The VCCCD Office of the Vice Chancellor, Business and Administrative Services, and the Vice Presidents of Business Services on each campus oversee the operation of the VCCCD Bookstores. VCCCD desires full-service Bookstores that are a visible representation of the academic quality and image of the District's Colleges. Availability and affordability of course materials are critical to the overall Program.

Therefore, VCCCD has initiated this Request For Proposals (RFP) process to determine if there is a creative and dynamic bookstore contract management firm that could be a proactive partner to effectively serve the VCCCD community.

Elements of a full-service Bookstore at VCCCD include, but are not limited to, the following:

- Creating and implementing effective strategies to reduce the cost of textbooks/course materials to VCCCD Students by offering a strong used textbook program, comprehensive textbook rental program, digital textbook/course materials program, utilizing emerging technologies, and continuing to develop creative solutions.
- Supporting the academic missions of the Colleges by providing efficient and effective textbook/course materials service to students and faculty.
- Providing required and optional textbooks/course materials in sufficient quantities in a timely manner.
- Providing easy access and multiple distribution channels for textbooks/course materials.
- Developing a proactive textbook/course materials strategy that will allow the Bookstores to compete effectively in the challenging college bookstore environment.
- Communicating and coordinating with faculty regarding the use of all types of course materials.
- Providing comprehensive textbook/course materials services to support all College programs, all campuses, and VCCCD's online courses.
- Providing comprehensive textbook/course materials services to support current and future distance learning programs and online courses.
- Providing Bookstore services at multiple locations.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and online purchases, and ensuring efficient processing of financial aid transactions.
- Supporting the academic missions of the Colleges by supporting faculty and alumni authors, speakers, lectures, and other campus academic and intellectual events.
- Creating a dynamic, exciting retail environment at each College.

- Developing a comprehensive marketing and promotional strategy that will assist with advancing the VCCCD Colleges brands.
- Assisting with promoting and branding the Colleges by offering a broad selection of quality emblematic clothing and gifts.
- Offering a broad selection of technology products to meet campus needs.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Developing a comprehensive online/web strategy and mail order program.
- Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of-sale, inventory management, Web site, financial aid, registration integration, etc.).

2.2 **Current Bookstore Operation**

The VCCCD Bookstores, under the direction of the Vice Chancellor, Business and Administrative Services, and the campus Vice Presidents of Business Services, are currently self-operated (i.e., owned and operated by VCCCD). The VCCCD Bookstores are a significant business, generating in excess of \$7 million in sales during Fiscal 2013.

The three campus bookstores are operated locally and report up through the Business Services organizations at each campus. They share some staff and day-to-day supervision and coordination through the Moorpark College Business Manager.

The Bookstores consist of the following operations:

- Moorpark College Bookstore
- Oxnard College Bookstore
- Ventura College Bookstore
- The Bookstore Web Site

(Note: Throughout this RFP, the multiple Bookstore locations and programs are referred to collectively as the "Bookstore.")

2.3 **Proposal Evaluation Criteria**

The criteria that will be used by the VCCCD Administration and Bookstore RFP Committee to evaluate Proposals include, but are not limited to, responses submitted in response to Section 6 of the RFP, as follows: (Note: The following criteria are not in priority order.)

- 6.1 Company History, Experience, and Background
- 6.2 Operations Plan
- 6.3 Customer Service
- 6.4 Staffing / Personnel

- 6.5 Textbooks / Course Materials
- 6.6 Textbook Affordability / Pricing Policies
- 6.7 Used Textbook Program
- 6.8 General Book Program
- 6.9 General Merchandise and Marketing
- 6.10 Tender Types
- 6.11 Financial Proposal
- 6.12 Facility Investment
- 6.13 Technology
- 6.14 Additional Information
- 6.15 Exceptions to the RFP Specifications

SECTION 3: VCCCD BACKGROUND INFORMATION

3.1 **Background And History**

The Ventura County Community College District is a public community college district serving residents in Ventura County. The District's three colleges, Moorpark, Oxnard, and Ventura, offer programs for transfer to four-year colleges and universities, occupational and vocational training, basic skills instruction, as well as economic development and continuing education for cultural growth, life enrichment, and skills improvement. Each of the colleges provides a wide range of general programs and services to students, as well as focusing on its own unique and specialty areas. During Fall 2012, VCCCD served 32,646 students.

3.2 District Vision, Mission, And Values

District Vision Statement

The Ventura County Community College District will become the leader in the development of high quality, innovative educational programs and services. Keeping in mind that students come first, VCCCD will model best practice in instructional and service delivery, student access, community involvement, and accountability.

District Mission Statement

VCCCD is committed to assisting students in the attainment of its primary mission as a system of state supported two-year colleges. The primary mission of the District is to produce student learning in lower division level academic transfer and career/vocational degree and certificate programs. Effective, efficient student support services are offered to assist in the accomplishment of the District's primary mission based on need and available resources. Ventura County Community College District works to enhance state, regional, and local economic growth and global competitiveness within the pursuit of its primary mission. Additionally, workforce and economic development activities and services are offered based on need and available resources. English as a Second Language instruction, remedial, adult education, and supplemental learning services that contribute to student success are offered and operated based on need and available resources. Ventura County Community College District improves the quality of community life by offering not-for-credit, recreational, vocational, cultural, and civic programming based on community demand and available All District programs, services, and activities operate within a resources. framework of integrated planning and budgeting. Ongoing student learning outcome assessment and systematic program review are used to ensure Districtwide excellence through sustainable, continuous quality improvement in compliance with its mission.

District Values Statement

- We base our actions on what will best serve students and the community
- We maintain high standards in our constant pursuit of excellence
- We recognize and celebrate creativity, innovation, and entrepreneurship
- We demonstrate integrity and honesty in action and word
- We communicate openly and respectfully to students, colleagues and members of the public
- We hire and retain personnel who reflect the diversity of the communities we serve
- We promote inclusiveness, and openness to differing viewpoints
- We use data, research and open discussion to drive our plans and decisions
- We demonstrate responsible stewardship for our human, financial, physical and environmental resources
- We seek and maintain long-term partnerships with the communities we serve

3.3 **Moorpark College**

Moorpark College is the second oldest and largest of the colleges, located on 150 acres of sloping hillside land in the eastern region of Ventura County. The college has been serving the community since 1967.

Moorpark College is located at the eastern edge of the city of Moorpark. The 150-acre campus is a short drive from the Thousand Oaks/Agoura Hills areas and is situated near the city of Simi Valley. It includes 15 buildings, a football stadium, track, other athletic facilities, an exotic animal compound, and an observatory.

The Moorpark College student body includes approximately 15,000 students ranging in age from about 11 to over 70, with most of the students between 18 and 30 years old. Fifty-five percent (55%) are women and 45% are men, while 65% attend during the daytime and 35% in the evening. Thirty-eight percent (38%) carry less than six units and 33% carry 12 or more units. Minorities make up over 18% of the students. Approximately 150 foreign students from 52 different countries are enrolled at Moorpark College.

Moorpark College offers 1,500 classes a semester in 70 disciplines, including lower division preparation in a wide variety of transfer majors for the Baccalaureate degree and programs which lead to Associate degrees and Certificates of Achievement. Moorpark College also offers numerous Occupational Majors in areas geared to local and national employment needs and trends.

3.4 Oxnard College

Oxnard College, founded in 1975, is the newest of the three community colleges in the county. Set on 118 acres and located two miles from Pacific Ocean beaches,

the college is easily accessible by the Ventura Freeway or the Pacific Coast Highway. Oxnard College is part of the largest and most vibrant city in Ventura County with a multi-cultural diversity that gives Oxnard College a unique and exciting student life.

Oxnard College offers more than 800 classes in 60 areas of study. A Liberal Arts building houses 20 classrooms plus science and business laboratories and faculty office wings, and a Library/Learning Resources Center holds the College Library, Learning Center, general classrooms, and administrative and student services offices. The Occupational Education Building houses the College's information processing, air conditioning and refrigeration, hotel and restaurant management, electronics, and word processing programs. Other campus buildings include a Child Development Center, a Physical Education Complex, a Language Arts/Math/Science Building, two re-locatable classroom buildings, a vocational shop building, a student services center, student activities center and a food services facility.

3.5 **Ventura College**

Ventura College is one of the oldest community colleges in California. Higher education in Ventura County began in 1925 when a junior college department was added to the high school in Ventura, and Ventura Junior College was founded shortly after. In 1955, the College moved to its present 112 acre hillside campus in the eastern part of Ventura.

Ventura College is conveniently located approximately 60 miles north of Los Angeles and 30 miles south of Santa Barbara. The 112-acre campus, set in the rolling hills of Ventura, has an enrollment of 14,500 students.

Ventura College offers Associate of Arts and Associate of Sciences Degrees in 33 majors and Certificates of Completion and Proficiency Awards in 61 areas of study. In addition, Ventura offers more than 17 campus clubs, including Alpha Gama Sigma (the Honor Society) and leadership opportunities through Associated Students at Ventura College.

The District Administrative Center, located in Ventura, oversees administrative functions and provides services to the three colleges in support of their mission.

3.6 Enrollment

FTE Enrollment and Headcount Enrollment for the past five years are as follows:

Annual FTE Enrollment

The total Annual FTE figures for the past five years are as follows:

YEAR	2008-09	2009-10	2010-11	2011-12	2012-13
FTE	29,348	29,218	27,333	26,457	25,040

The total Annual FTE figures by location for the past five years are as follows:

YEAR	Moorpark	Oxnard	Ventura
2008-09	12,801	5,405	11,142
2009-10	12,808	5,482	10,928
2010-11	11,812	4,816	10,705
2011-12	11,359	4,684	10,414
2012-13	10,702	4,519	9,819

Fall FTE Enrollment

The total Fall FTE figures for the past five years are as follows:

YEAR	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
FTE	13,134	13,463	12,676	12,327	11,821

The total Fall FTE figures by location for the past five years are as follows:

YEAR	Moorpark	Oxnard	Ventura
Fall 2008	5,781	2,387	4,966
Fall 2009	5,857	2,567	5,039
Fall 2010	5,361	2,437	4,878
Fall 2011	5,373	2,328	4,626
Fall 2012	5,268	2,109	4,444

Annual Headcount Enrollment

The total Annual Headcount figures for the past five years are as follows:

YEAR	2008-09	2009-10	2010-11	2011-12	2012-13
HEADCOUNT	59,861	59,598	53,593	51,015	47,040

The total Annual Headcount figures by location for the past five years are as follows:

YEAR	Moorpark	Oxnard	Ventura
2008-09	24,491	12,310	23,060
2009-10	24,073	12,924	22,601
2010-11	22,226	10,617	20,750
2011-12	20,779	9,998	20,238
2012-13	18,152	9,824	19,064

Fall Headcount Enrollment

The total Fall Headcount figures for the past five years are as follows:

YEAR	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
HEADCOUNT	37,674	38,368	36,177	35,516	33,930

The total Fall Headcount figures by location for the past five years are as follows:

YEAR	Moorpark	Oxnard	Ventura
Fall 2008	15,671	7,739	14,264
Fall 2009	15,818	8,295	14,255
Fall 2010	15,027	7,718	13,432
Fall 2011	14,895	7,169	13,452
Fall 2012	14,213	6,779	12,938

3.7 **Academic Calendar**

VCCCD operates on Fall, Spring, and Summer semesters.

SECTION 4: BOOKSTORE BACKGROUND INFORMATION

4.1 **Current Bookstore Operation**

The VCCCD Bookstore consists of the following operations:

- Moorpark College Bookstore
- Oxnard College Bookstore
- Ventura College Bookstore
- The Bookstore Web Site

4.2 **Facility / Location**

VCCCD is served by Bookstores located on three campuses. The Bookstore facilities are comprised of approximately 13,220 square feet. The approximate square footage breakout by location is as follows:

VCCCD Bookstores	SQUARE
	FOOTAGE
Moorpark	5,481
Oxnard	2,975
Ventura	4,764
TOTAL SQUARE FOOTAGE	13,220

Since the square footage figures are estimated, contractors will be allowed to measure the spaces, if desired.

4.3 Sales

The Bookstore's sales figure (for all Bookstores) for Fiscal '13 was \$7,178,146. The total sales figures (all Bookstores) for the past five fiscal years are as follows:

YEAR	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
TOTAL (\$)	11,076,667	9,804,889	8,432,281	7,934,304	7,178,146

Sales figures by location for the past five fiscal years are as follows:

Bookstore	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
Moorpark	5,222,101	4,446,647	3,856,011	3,337,433	2,913,216
Oxnard	2,029,615	1,880,148	1,601,020	1,508,878	1,525,276
Ventura	3,824,951	3,478,094	2,975,250	3,087,993	2,739,654

Sales figures by location for the major departments/categories for the past five fiscal years are as follows:

Moorpark	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	3,583,514	2,845,383	2,501,856	2,152,183	2,111,223
Used Textbooks	1,337,469	1,330,719	1,090,167	927,080	551,600
E-Books	-	197	11,480	11,685	4,900
Trade Books	6,696	4,936	3,581	1,981	1,675
Supplies	130,689	136,505	126,804	118,162	114,890
Confections /Sund.	45,566	40,765	33,423	30,993	50,960
Clothing	17,911	17,229	14,944	15,565	11,794
Cards & Gifts	1,284	1,828	2,050	2,236	1,078
Art & Engineering	26,859	25,178	24,552	25,412	19,309
Graduation	14,078	13,541	14,357	13,974	15,309
Computer / Electron.	15,769	15,093	13,085	14,755	11,142
Lab Supplies	8,126	7,523	7,649	8,623	5,373
Postage / Stamps	279	197	53	-	-
Taxable Confections	7,102	5,714	4,578	5,019	785
Health & Beauty	2,239	1,839	1,927	2,344	1,889
DVD Rentals / Sales	24,520	-	-	-	-
Online Sales Ship.	-		5,504	7,420	11,290

Oxnard	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	1,527,676	1,311,898	1,053,772	1,053,120	1,094,384
Used Textbooks	236,472	312,854	342,440	211,431	232,248
E-Books	ı	575	2,061	1,002	695
Trade Books	52,272	70,641	41,997	33,175	22,391
Supplies	59,789	54,041	72,201	78,532	71,298
Confections /Sund.	12,905	11,520	11,134	30,047	48,338
Clothing	41,268	34,515	37,430	44,160	22,264
Cards & Gifts	11,824	6,099	3,009	2,299	1,979
Art & Engineering	12,958	12,831	ı	ı	ı
Graduation	23,043	15,412	12,489	15,124	16,635
Computer / Electron.	19,389	22,478	21,414	32,805	8,004
Lab Supplies	20,892	18,893	ı	ı	ı
Catalogs	200	55	4	ı	-
Postage / Stamps	786	331	205	44	ı
Computer Software	4,707	3,581	-	774	46
Taxable Confections	2,698	2,427	2,064	4,761	5,013
Health & Beauty	2,538	1,643	-	3	-
Other	200	355	176	13	-
Online Sales Ship.	-	-	624	1,588	1,980

Ventura	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	2,797,049	2,401,788	1,885,358	2,175,469	1,825,656
Used Textbooks	632,072	720,102	737,621	538,286	550,851
E-Books	-	541	2,102	1,331	557
Trade Books	109,138	89,188	85,201	88,750	84,175
Supplies	218,342	187,408	191,559	195,921	175,049
Confections /Sund.	21,864	18,016	19,963	29,974	52,378
Clothing	44,624	41,774	40,814	45,937	38,770
Cards & Gifts	-		-	16	ı
Graduation	-	132	-		ı
Computer / Electron.	-	-	-	24	ı
Catalogs / Postage	7	-	ı	1	ı
Computer Software	11,738	11,907	7,942	3,277	ı
Taxable Confections	9,189	3,986	2,955	5,383	8,369
Other	-	16,547	-	ı	ı
Other Sales	19,072	13,459	-	-	-
Other Program Sales	-	163	-	-	-
Online Sales Ship.	-	-	1,734	3,626	3,848

4.4 Class Rings

The Oxnard College Bookstore sells class rings. One (1) third-party vendor handles the sale of class rings. The Bookstore receives a commission for class ring sales.

4.5 Graduation Regalia and Graduation Merchandise

The Moorpark Bookstore, in coordination with Student Activities, sells caps, gowns, tassels, diploma covers, and announcements.

The Oxnard Bookstore sells caps and gowns to students and rents regalia to faculty. The Bookstore also sells graduation sashes, announcements, diploma covers, and diploma frames. In addition, the Bookstore partners with a local florist to sell flowers and balloons at the ceremony. The Bookstore receives a commission for those sales.

The Ventura Bookstore sells caps and gowns, tassels, announcements, and diploma frames.

4.6 **Hours Of Operation**

The Bookstore's current hours of operation (during non-Rush periods) are as follows:

Moorpark Bookstore Regular Hours Of Operation

- Monday Thursday: 8:00 a.m. 6:00 p.m.
- Friday: Closed
- Saturday: Closed
- Sunday: Closed

Moorpark Bookstore Rush Hours Of Operation

- Monday Thursday: 7:30 a.m. 7:00 p.m.
- Friday: 8:00 a.m. 12:00 noon
- Saturday: 8:00 a.m. 12:00 noon

Oxnard Bookstore Regular Hours Of Operation

- Monday Thursday: 9:00 a.m. 6:00 p.m.
- Friday: Closed
- Saturday: Closed
- Sunday: Closed

Oxnard Bookstore Rush Hours Of Operation

- Monday Thursday: 7:30 a.m. 7:30 p.m.
- Friday: 7:30 a.m. 2:30 p.m.

Ventura Bookstore Regular Hours Of Operation

- Monday Thursday: 7:30 a.m. 5:30 p.m.
- Friday: Closed
- Saturday: Closed
- Sunday: Closed

Ventura Bookstore Rush Hours Of Operation

- Monday Thursday: 7:30 a.m. 7:30 p.m.
- Friday: 7:30 a.m. 3:00 p.m.

(Note: Hours of operation are extended as needed for special events.)

4.7 **Department Discounts**

VCCCD Department charges are permitted upon receipt of an approved requisition. There are no discounts offered on in-stock merchandise. Special orders are priced at a 20% margin. Total Fiscal '13 department charge sales were as follows:

Oxnard - \$35,818 Moorpark - \$5,570 Ventura - \$218,318

4.8 Faculty / Staff Discounts

VCCCD Faculty and Staff do not receive discounts, per District policy.

4.9 **Tender Types**

The Bookstore accepts cash, personal checks, major credit cards, bank debit cards, and Bookstore gift certificates. The Bookstore also accepts scholarship debit cards/vouchers and financial aid account debit cards/vouchers.

4.10 **Web Site**

The Bookstore operates a full-service Web site. The Web site offers customers the ability to order textbooks online.

4.11 Campus Events / Special Services

The Bookstore supports special events (lectures, readings, speakers, etc.) on the VCCCD campuses. In addition, the Ventura Bookstore sells Gold Coast bus passes as a convenience to students.

4.12 **Donations / Contributions**

The Bookstore provides donations of merchandise, Bookstore gift cards, etc., to support various departments, programs, events, etc., on campus.

4.13 **Personnel / Staffing**

The Bookstore (all locations) is currently staffed with the following full-time positions:

<u>Managers</u>

• Bookstore Manager (3)

SEIU Employees

- Accounting Tech. II (3)
- Cashier (2)
- Stock Assistant (2)
- Operations Assistant (1) splits time between three campuses

Total annual salary and fringe benefits expenses are as follows:

<u>Managers</u>

Salaries \$260,628 Fringe Benefits \$154,177

SEIU Employees

Salaries \$408,734 Fringe Benefits \$289,328

4.14 **Bookstore Products And Services**

The Bookstore features a complete selection of products and services including textbooks/course materials, emblematic clothing and gifts, school and office supplies, art supplies, health and beauty aids, greeting cards, convenience products, computer supplies, electronics, trade books, and graduation regalia.

SECTION 5: DESCRIPTION / SCOPE OF BOOOKSTORE PROGRAM

5.1 **Operations**

- a. Bookstore Name. The name of the Bookstores shall be the "Oxnard College Bookstore," the "Moorpark College Bookstore," and the "Ventura College Bookstore," or another name that is mutually agreed upon.
- b. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the District.
- c. The contractor shall manage and operate the Bookstore located on the Moorpark Campus in Moorpark, CA.
- d. The contractor shall manage and operate the Bookstore located on the Oxnard Campus in Oxnard, CA.
- e. The contractor shall manage and operate a Bookstore located on the Ventura Campus in Ventura, CA.
- f. The contractor shall provide the VCCCD community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, rental textbooks, general books, reference books, supplies, art supplies, computer/technology supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation regalia and graduation related merchandise, class rings, and other services expected from a full-service college bookstore.
- g. The contractor shall have the right to operate the VCCCD Bookstore. However, the District Administration may authorize the sale of certain items by approved vendors, student groups, or by organizations of VCCCD.
- h. The contractor shall withdraw from display or sale, any item or items, which the District requests not be displayed or sold.
- i. The District has the right to add or remove Bookstore locations if the District deems such additions or removals are in the best interest of VCCCD.
- j. Fixtures / Equipment. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell College merchandise at designated special events on campus to capitalize on sales opportunities.

- k. Web Site / Mail Order. The contractor shall manage and operate a full-service Web Site/Mail Order Program.
- 1. Special Events. The Bookstore shall support special events (lectures, readings, speakers, etc.) on campus by selling books at College events.
- m. Donations. The Bookstore shall provide donations of merchandise (retail value), textbook scholarships, Bookstore gift certificates, etc., to support various departments, programs, events, etc., on the VCCCD campuses. (Note: The amount of donations, textbook scholarships, etc., offered by the contractor should be listed under "Additional Financial Incentives" on the Financial Bid Form, Attachment A.)
- n. Trash Removal / Recycling. The contractor shall be required to participate in the District's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper VCCCD recycling containers.
- o. Environmental / Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore.
- p. Reporting Requirement. The contractor shall report to the District's Vice Chancellor, Business and Administrative Services, and the campus Vice Presidents of Business Services. The contractor's regional manager will meet with the District's Vice Chancellor, Business and Administrative Services, and the Vice Presidents of Business Services, or their designee on a quarterly basis, at a minimum, to review the Bookstore's performance.
- q. Licensing, Permits, Taxes. The contractor shall secure and pay for all federal, state, and local licenses and permits required for the operation of the Bookstore. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

5.2 Customer Service

- a. The contractor shall provide excellent customer service at the Bookstore.
- b. The contractor shall operate the Bookstore in a manner that reflects the image and reputation of VCCCD and supports the mission of the Colleges. The contractor shall become involved in the academic, cultural, and social environment at the Colleges, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of the Colleges.

- c. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of VCCCD with respect to Bookstore services and merchandise.
- d. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the District Administration and the Colleges for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- e. Hours Of Operation. Hours of operation shall include Monday through Friday, at a minimum, during the academic year and shall be defined by the campuses in conjunction with the contractor. Hours of operation will be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Orientation, etc.). Changes to the defined hours of operation must be approved by the District and the campuses. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by the District and the campuses.
- f. Campus Bookstore Advisory Committees. The contractor's Bookstore Manager at each campus shall meet regularly with the Bookstore Advisory Committee on each campus and with District officials to review Bookstore operations. The contractor's Regional Manager shall attend at least one Bookstore Advisory Committee meeting at each campus per year. Further, the contractor's Bookstore Managers shall work cooperatively with the Committee, and with campus and District officials in the development and improvement of the Bookstore's program, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from campus and District officials to improve the Bookstore's program, services, and policies. The Bookstore Managers, or their designee, are also expected to meet periodically with deans, department heads, and other faculty members.
- g. Refund Policy. The contractor's refund policy must be sensitive to the needs of VCCCD Students and customers.

5.3 **Staffing / Personnel**

a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by the District.

b. Current Bookstore Employees. <u>Critical to the District's evaluation of Proposals and imperative for the successful transition to Contract Management is the successful placement and treatment of current Bookstore Staff and Management.</u>

Contractors are required to oversee/hire current Bookstore employees under the following conditions:

- Employees will remain on the VCCCD payroll and the District will bill back the contractor for salaries and benefits on a monthly basis.
- SEIU Employees will remain on the VCCCD payroll for five years.
- Bookstore Managers will remain on the VCCCD payroll for three years.
- If an employee leaves during the term of the contract, the position will be vacant and the District will not fill the position with an SEIU employee.

During the first 12 months of the contract, all changes (e.g., changes in position, reporting structure, compensation, termination, etc.) regarding employees who were VCCCD employees at the time of transition will require prior consultation with, and approval by, the District.

- c. Bookstore Managers. The Bookstore Managers assigned to the Bookstores by the contractor must be approved in advance by the campuses and the District. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, the District. The District expects management continuity (i.e., limited turnover of the Manager) in order for the contractor to meet the expectations and requirements of the District.
- d. Student Employees. The contractor shall provide employment opportunities for VCCCD Students.
- e. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on VCCCD's premises, all employees, agents and independent contractors of the contractor shall comply with all applicable District policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from VCCCD at the District's request.
- f. Equal Employment Opportunity. VCCCD will not tolerate harassment or discrimination against any person. Discrimination is defined as special or disparate treatment based on ethnic group identification, race, color, national or ethnic origin, age, sex or gender, religion, sexual orientation, ancestry,

veteran status, marital status, or physical or mental disability, or on the basis of these perceived characteristics or based on the association with a person or group with one or more of these actual or perceived characteristics. The VCCCD will enforce all state and federal laws and district policy prohibiting discrimination.

- g. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- h. Employment Laws. The contractor shall comply with all state and federal employment requirements.

5.4 Textbooks / Course Materials

- a. The contractor shall be VCCCD's agent for the collection and compilation of the textbook/course materials list and for providing textbooks and course materials to VCCCD Students. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.
- b. The contractor, working with the faculty, shall make every effort to obtain early textbook/course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- c. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the District.
- d. The contractor shall provide comprehensive textbook/course materials services and shall work closely with the District to support all VCCCD Programs and campuses (i.e., Moorpark, Oxnard, Ventura, Online/Distance Education, etc.).
- e. The contractor shall provide textbook/course materials services to the District's current and future distance learning programs.
- f. The contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- g. The contractor shall provide a full-service textbook rental program.

- h. The contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc.
- i. The contractor's Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- j. Textbook adoption data and forms, whether received in paper form, electronically, or otherwise, provided to the contractor by VCCCD's Faculty or Staff are the property of the District. The contractor shall provide textbook/course materials adoption data and/or adoption forms to the campuses within twenty-four (24) hours of the campuses request for copies of such adoption data and/or adoption forms. The textbook adoption processes are local and within the purview of each campus faculty.
- k. The contractor shall work with the District to ensure compliance to the Higher Education Opportunity Act (HEOA).

5.5 Textbook Affordability / Pricing Policies

- a. The District is extremely committed to making textbooks/course materials affordable to VCCCD Students. The contractor's textbook/course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section 5.5b of this RFP.
- b. The contractor shall adhere to the following textbook/course materials pricing policy:
 - "List-Priced" new textbooks shall be sold at no higher than list price.
 - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
 - Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.

- Rental textbooks shall be rented at no higher than fifty percent (50%) of the current new textbook retail price.
- There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The above formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)
- c. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.
- d. The contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- e. The District has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

5.6 Used Textbook Program

- a. Used Textbook Availability. VCCCD is extremely committed to providing a strong used textbook program in order to reduce the cost of textbooks to VCCCD Students. The contractor shall make a significant effort to maximize the availability of used textbooks for purchase by VCCCD Students.
- b. Buyback. The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
- c. Desk Copies. VCCCD prohibits the purchase and sale of complimentary/desk copies by the Bookstore.

5.7 **General Merchandise**

- a. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer/technology supplies, general books, reference books, general merchandise, novelty gifts, school supplies, art supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings, graduation regalia and graduation related merchandise, and other services expected from a full-service college bookstore.
- b. The contractor shall promote and brand VCCCD by offering a broad selection of emblematic clothing and gifts. The contractor shall provide exceptional value to VCCCD customers by offering high quality products and services at fair prices and multiple price points. The contractor shall continually expand and introduce new product lines that appeal to the VCCCD community.
- c. Web Site. The contractor shall be required to maintain a full-service VCCCD Bookstore Web site featuring a full range of VCCCD emblematic merchandise.
- d. Class Rings. The contractor shall sell class rings in the Bookstore and shall manage the VCCCD class ring program. All class ring designs are subject to the prior approval of VCCCD.
- e. Graduation Regalia / Graduation Merchandise. The contractor shall handle the purchase and distribution of graduation regalia. The contractor shall sell related graduation merchandise (i.e., diploma frames, diploma covers, announcements, etc.) in the Bookstore and at other locations as designated by the District, during graduation.

5.8 **Tender Types**

- a. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards/gift certificates, bank debit cards, future campus card, VCCCD Department Charges, scholarship charges/vouchers, and financial aid account debit cards/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. VCCCD Campus Card. If the District decides to implement the Campus Card for Bookstore transactions at some point in the future, then the contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept future VCCCD Campus Cards and/or another smartcard utilized by VCCCD in the future, at the Bookstore. The

contractor will be assessed a transaction fee of 2.5% of sales for Campus Card sales. The District will reconcile and reimburse the contractor on a monthly basis for Campus Card transactions, net of the 2.5% transaction fee.

- c. Department Charges. VCCCD Departments shall be allowed to charge department purchases at the Bookstore. The Bookstore will bill VCCCD Departments for department charges on a monthly basis.
- d. Gift Cards / Gift Certificates. The contractor shall accept unredeemed gift cards and unredeemed gift certificates (i.e., gift cards and gift certificates that were sold to customers by the Bookstore prior to the commencement of the contract). The contractor shall bill the District on a monthly basis (for transactions that occurred the previous month) for gift cards and gift certificates that were issued by the Bookstore prior to the commencement of the contract, but redeemed after the commencement of the contract.

5.9 **Technology**

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, Web site, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. (Note: The District will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- b. Web Site. The contractor shall provide and maintain a Web site for the VCCCD Bookstore. The Web site shall be fully integrated so that all functions are available at all VCCCD locations. The Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The Web site shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the VCCCD Bookstore Web site, including products sold (whether by the contractor or by a third party vendor), links to and/or from the VCCCD Bookstore Web site, and advertising accepted, shall require the District's prior written approval. Third-party vendors on the Web site must be pre-approved by the District Administration.

The Web site shall include a consolidated feature that allows students to order textbooks for courses taken at multiple VCCCD campuses or at a single VCCCD campus depending upon their textbook/course material needs.

c. PCI Compliance. To ensure all possible steps are taken to secure VCCCD student, faculty, and staff personal data, all in-store technology and ecommerce processing must be PCI compliant. The contractor shall provide annual PCI certification documentation.

d. Customer Data. Customer data must not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the District promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the District any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the District shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the District. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

5.10 Financial Reporting

- a. On a monthly basis, the contractor shall submit a sales report to the District, including sales by category and total sales for the Bookstore (by location, and consolidated). On an annual basis, the contractor shall submit a detailed VCCCD Bookstore financial statement to the District. At a minimum, the VCCCD Bookstore financial statement shall include the following:
 - Sales by Category/Department including commissionable and non-commissionable sales (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - · Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Rent/Commission Paid to the District
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Number of Class Rings Sold
 - Web Site Sales
- b. The contractor shall provide the District with a copy of its certified company financial statement on an annual basis.

5.11 Facility Investment Requirements

- a. Facility Investment. The contractor will be required to provide state-of-the-art retail bookstore facilities and fixtures throughout the term of the contract. Contractors are required to submit proposed facility investments as part of their response to this RFP (see Section 6.12) as follows:
 - Facility renovation at the Moorpark Bookstore
 - Facility renovation at the Ventura Bookstore
 - Visual display and merchandising improvements at the Oxnard Bookstore
- b. Ownership Of Facility Investment And Fixtures. All capital investments and fixtures in the Bookstore facility shall become the property of the District at the termination, expiration, or non-renewal of the contract.

If the contract, or extensions thereto, ends for reasons other than poor performance (see Section 8.2a) or bankruptcy by the contractor (see Section 8.2c) prior to the capital investment being fully depreciated, then the District will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facility, and all capital investments and fixtures shall become the property of the District.

If the contract is terminated for poor performance as outlined in Section 8.2a or for bankruptcy as outlined in Section 8.2c, then the District shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of the District.

- c. Depreciation. The capital investment by the contractor in the VCCCD Bookstore facility shall be depreciated on a straight-line basis over five (5) years.
- d. The facility investment for the VCCCD Bookstore must meet District standards; must be approved in advance by the District; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor. Any third party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the District.
- e. Accounting Of Facility Investment. The contractor shall provide the District with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.
- f. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's proposal, then the contractor shall provide the District with the difference

between the actual amount spent and the amount offered, payable by September 30, 2014. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor shall be solely responsible for all costs necessary to complete the facility improvements.

- g. Design Fees. All Bookstore design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- h. Signage. All exterior signage, banners, etc., must adhere to College/District requirements, and the contractor must obtain prior written approval from the College/District.
- i. Timing Of Facility Investment. The timing of the facility investment for the Bookstore facilities will be determined by the District.

5.12 **District Obligations**

- a. The District shall provide the contractor with:
 - Bookstore facility on the Moorpark Campus, consisting of approximately 5,481 square feet
 - Bookstore facility on the Oxnard Campus, consisting of approximately 2,975 square feet
 - Bookstore facility on the Ventura Campus, consisting of approximately 4,764 square feet
 - Access to campus web services, telephone services, and voice answering system at the standard VCCCD rate
 - Security service for the Bookstore provided by VCCCD in the same manner provided for other VCCCD buildings
 - Utilities, electricity, HVAC, etc.

5.13 Contractor Obligations

- a. The contractor shall provide the following as part of its management and operation of the Bookstore:
 - Vehicles. The contractor shall provide Vehicle(s) necessary (if any) for the operation of the Bookstore.
 - Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of the District) the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.

- Emergency Key. The contractor shall supply an emergency key to be left with the VCCCD Police Department.
- Internal Security. The contractor shall collaborate with the VCCCD Police Department and the VCCCD Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The District expects the contractor's first point of contact with regard to security and safety issues for the Bookstore shall be the VCCCD Police Department.
- ADA Requirements. The contractor shall meet the Bookstore needs of handicapped students and all ADA requirements.

SECTION 6: PROPOSAL SUBMITTAL REQUIREMENTS

(Note: To simplify the District's review process, the format for all Proposals must be consistent with the information requested in this Section.)

6.1 Company History, Experience, And Background

- a. Please provide your qualifications and experience in managing college/university bookstores. Please describe your experience serving large community colleges with multiple campuses.
- b. Please provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Please identify at least five (5) clients with bookstores similar in nature to the VCCCD Bookstore.
- c. Discontinued Client List. Please provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Please include your company's certified financial statements for the past two (2) years, along with your company's S&P or D&B rating.

6.2 **Operations Plan**

- a. Please describe your management/operations plan for operation of the VCCCD Bookstore located on the Moorpark College campus.
- b. Please describe your management/operations plan for operation of the VCCCD Bookstore located on the Oxnard College campus.
- c. Please describe your management/operations plan for operation of the VCCCD Bookstore located on the Ventura College campus.

6.3 <u>Customer Service</u>

- a. Please describe in detail how you will provide excellent customer service at the VCCCD Bookstore.
- b. Please describe the methods you will use to obtain regular feedback from VCCCD Bookstore customers to ensure a high level of customer satisfaction.
- c. Please describe your customer service training program for the VCCCD Bookstore Staff.

- d. Please describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- e. Please describe your proposed hours of operation for the VCCCD Bookstore. (Note: At a minimum, the contractor must adhere to the requirements outlined in Section 5.2e of this RFP.)

6.4 **Staffing / Personnel**

- a. Please provide your company organization chart.
- b. Please provide your proposed organization chart, staffing plan, and reporting structure for the VCCCD Bookstore. Please state your commitment in writing to adhere to the staffing/personnel requirements pertaining to current Bookstore employees, as outlined in RFP Section 5.3b. (Note: At a minimum, the contractor <u>must adhere</u> to the requirements outlined in Section 5.3b of this RFP.)
- c. Please describe your:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager
 - Compensation program, including incentive programs, etc.
 - Benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Commitment to hire student employees
- d. Please describe your educational and training programs.
- e. Please describe your corporate support services and regional management support.

6.5 Textbooks / Course Materials

- a. Please describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Please include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.
- b. Please describe in detail the textbook/course materials services and programs that you will provide to VCCCD Faculty and Students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).

- c. Please describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Specifically, please provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, Learning Management Systems, etc. (Note: At a minimum, the contractor must adhere to the requirements outlined in Section 5.4 of this RFP.)
- d. Please describe in detail the textbook rental program that your company will provide at VCCCD.
- e. Please describe your plans to provide comprehensive textbook/course materials services to support VCCCD Programs.
- f. Please describe your plans to provide comprehensive textbook/course materials services to support current and/or future distance learning programs.
- g. Please describe your custom publishing/coursepack program.
- h. Please describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).

6.6 <u>Textbook Affordability / Pricing Policies</u>

- a. Please describe your pricing policies for textbooks/course materials and explain your plans to address the pricing concerns of students at VCCCD. (Note: At a minimum, contractors <u>must adhere</u> to the textbook/course materials pricing policy outlined in Section 5.5b of this RFP.)
- b. Please describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students at VCCCD. (Note: At a minimum, contractors must adhere to the pricing policies outlined in Section 5.5 of this RFP.)
- c. Please describe your company's plans to provide emblematic clothing at multiple price points.

6.7 Used Textbook Program

a. Please provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Please include your estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of VCCCD Bookstore. (Note: At a minimum,

contractors must adhere to the buyback policy outlined in Section 5.6b of this RFP.)

6.8 General Book Program

- a. Please describe your general book program and your plan to ensure that the general book program supports the academic programs of VCCCD.
- b. Please describe your plan to support the academic programs and events at VCCCD by selling and promoting books at events throughout the year.

6.9 General Merchandise And Marketing

- a. Please describe your plans for new or expanded product lines or services to be offered at the VCCCD Bookstore, including an emphasis on products and services that will meet the needs of VCCCD.
- b. Please provide a detailed description of your plan to increase the sales of VCCCD emblematic/logo merchandise, clothing, and gifts. Please describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Web site.
- c. Please describe your plan to sell class rings and graduation related merchandise.
- d. Marketing / Advertising Plan. Please describe your marketing/advertising plan for the VCCCD Bookstore.

6.10 **Tender Types**

a. Please describe the tender types you will accept at the VCCCD Bookstore. (Note: At a minimum, contractors must adhere to the requirements outlined in Section 5.8 of this RFP.)

6.11 Financial Proposal

- a. Financial Projections. Please provide financial projections for the first five
 (5) years of operation of the VCCCD Bookstore. Projections must include the following:
 - Sales by Category/Department (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - · Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses

- Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
- Rent/Commission Paid to VCCCD
- Profit/Loss
- Web site Sales
- b. Financial Return To VCCCD. Please describe the financial return that you will remit to VCCCD for the operation of the VCCCD Bookstore, including the following:
 - The minimum annual guarantee
 - The commission schedule expressed as a percentage of Net Sales (see definition, below)
 - Additional financial incentives that you would like VCCCD to consider (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, etc.)

The District's requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the VCCCD Bookstore Web site, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, graduation regalia, and commissions received by the contractor for authorized sales by other companies or organizations on the VCCCD Bookstore Web site.
- "Net Sales" shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized VCCCD Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the District
- The contractor shall pay the District the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.
- Payments shall be made to the District on a monthly basis via electronic funds transfer (EFT). The District shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the payment method selected by the District, payment of any amount due in excess of payments already received shall

- be made annually, within thirty (30) days following the end of each contract year.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized District representatives.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

6.12 **Facility Investment**

- a. Please describe your detailed facility plans and financial commitment to provide the District with state-of-the-art Bookstore facilities throughout the term of the contract, as described in RFP Section 5.11. Please describe facility plans and your financial commitment for each location, along with providing the total capital facility investment your company will make. As stated in RFP Section 5.11a, facility requirements are as follows:
 - Facility renovation at the Moorpark Bookstore
 - Facility renovation at the Ventura Bookstore
 - Visual display and merchandising improvements at the Oxnard Bookstore

In addition, contractors are required to complete the Financial Bid Form, Attachment A. (Note: The capital investment in the facility must <u>not</u> include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)

6.13 **Technology**

- a. Please describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the District, the Bookstore, and the campus community.
- b. Please describe your plan to work with the District to implement the Campus Card in the Bookstore, if the District decides to implement the Campus Card for Bookstore transactions at some point in the future.
- c. Web Site / E-Commerce Plans. Please include a detailed description of your plans to offer the following:
 - Textbook/course materials reservation program
 - Online textbook ordering program
 - Online textbook adoption program

- Online buyback program
- Registration integration program
- Compliance to HEOA (i.e., textbook ISBN number availability)
- Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- d. Please include your estimated capital investment for technology/automation in the VCCCD Bookstore (excluding Web site development costs) for each location, along with providing the total technology investment your company will make. Please include a timeline for your automation plans. The District will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

6.14 Additional Information

a. Please provide the District with other information you feel is pertinent.

6.15 Exceptions To The RFP Specifications

a. Please identify any exceptions to the RFP that are included in your Proposal.

(Note: One of the District's Proposal evaluation criteria outlined in Section 2.3 of this RFP is "Exceptions to the RFP Specifications.")

SECTION 7: INVENTORY PURCHASE & EQUIPMENT USE

7.1 **Inventory Purchase**

Prior to the commencement of a contract, a complete physical inventory, with audit trail by item and location, shall be conducted jointly by a professional retail inventory service company under the direction and supervision of the District and the contractor. The professional retail inventory service company will be jointly selected by the District and the contractor. The contractor shall incur the entire expense for the professional retail inventory service company. The District and the contractor shall have the right to audit the physical inventory. The Bookstores will remain closed until such time as both parties concur with the accuracy of the physical counts, but in no event shall the Bookstores remain closed for a period in excess of two (2) business days.

The selected contractor shall be required to purchase the Bookstore inventory at cost from the District. The selected contractor shall purchase the Bookstore physical inventory based on those physical counts as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the District (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of September 2013).
- All general books (trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer/technology supplies, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation merchandise, etc.

7.2 **Operating Supplies Purchase**

The selected contractor shall purchase Bookstore operating supplies, shopping bags, gift boxes, etc., at cost from the District.

7.3 **Inventory Payment**

The selected contractor shall pay the District for Bookstore inventory and operating supplies within thirty (30) days from the commencement of the contract.

7.4 Credit Memo Purchase

The selected contractor shall purchase from, and pay to the District, the total amount of current unapplied credit memos due to the District from publishers, wholesalers, distributors, and other vendors for Bookstore transactions.

7.5 <u>Credit Memo Payment</u>

The selected contractor shall pay the District for Bookstore credit memos within sixty (60) days from the commencement of the contract.

7.6 **Inventory Purchase At End Of Contract**

At the termination of the contract, or any extensions thereto, the District or a subsequent contractor shall purchase Bookstore inventory from the contractor in the same manner as outlined in RFP Section 7.1.

All national textbook rental titles shall be collected by the contractor at the termination of the contract and will be the property of the contractor.

7.7 Furniture, Fixtures, And Equipment

The contractor shall have the option to use the Bookstore's existing furniture, fixtures, and equipment located within the Bookstores at the commencement of the contract. Any Bookstore furniture, fixtures, and equipment which the contractor decides to no longer utilize in the operation of the Bookstore, shall be turned over to the District. Prior to the commencement of the contract, the District and the selected contractor shall compile a list of existing furniture, fixtures, and equipment that the contractor opts to use.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination of the contract, the contractor shall return any furniture, fixtures, and equipment used to the District in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the District, the District makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all District furniture, fixtures, and equipment offered for the contractor's use is supplied in "as is" condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and the District.

SECTION 8: CONTRACT TERMS & CONDITIONS

8.1 **Term**

a. The term ("Term") of the contract (to be prepared by the District and signed by the District and the selected contractor) will be for five (5) years and three months, beginning March 14, 2014, and ending June 30, 2019. The contract may be renewed by mutual agreement for three (3) one-year periods (each a "Renewal Term"), unless either party provides the other party with one hundred twenty (120) days written notice of non-renewal prior to the expiration of the Term or Renewal Term.

8.2 **Termination**

- a. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a bookstore serving VCCCD. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the District's selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the District to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then the District may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. The District may terminate the contract at any time by providing the contractor with one hundred-twenty (120) days written notice.
- c. The District may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

8.3 Contract Administrator

a. The District's Vice Chancellor, Business and Administrative Services, or designee, will be the Contract Administrator for any contract that results from this Request For Proposals.

8.4 **Assignment Of Contract**

a. The contractor shall not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the District, and then only subject to such conditions as the District may prescribe.

8.5 Compliance With All Laws

a. The contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

8.6 **Governing Law**

a. The governing law for the contract shall be the State of California.

8.7 **Indemnification Requirements**

a. The contractor shall hold the Ventura County Community College District, its officers, agents, servants and employees harmless from liability. The contractor agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of services or goods and materials purchased herein. The contractor further agrees to assume all expenses and damages arising from such claims, suits and proceedings.

8.8 **Insurance Requirements**

a. Contractors providing services to the Ventura County Community College District cannot begin work until the proof of insurance has been submitted and approved by the District. Satisfactory proof of insurance consists of a certificate of insurance on an ACORD_{TM} Form and a policy endorsement issued by the Contractor's insurance company that references the policy number and the District named as additionally insured. Except for worker's compensation insurance, the policy shall not be amended, modified or the coverage amounts reduced without the District's prior written consent. The District shall be furnished thirty (30) days written notice prior to cancellation of the insurance. Contractors shall not allow any Subcontractor, employee or agent to commence work until the insurance required has been obtained.

The following are the insurance minimums required by the District and must be submitted with an executed copy of the contract:

- 1) **WORKER'S COMPENSATION INSURANCE**. Contractor must maintain Worker's Compensation Insurance on all employees to be engaged in work for the District. In case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees employed in connection with the work unless the Contractor's insurance covers the subcontractor and its employees.
- 2) <u>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE</u>. Contractors shall maintain Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Property Damage Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.
- 3) <u>AUTOMOBILE LIABILITY INSURANCE</u>. \$1,000,000 combined single limit per accident or bodily injury and property damage.

ATTACHMENTS

- Financial Bid Form (Attachment A) Facility Floor Plans (Attachment B)

ATTACHMENT A VCCCD BOOKSTORE FINANCIAL BID FORM

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

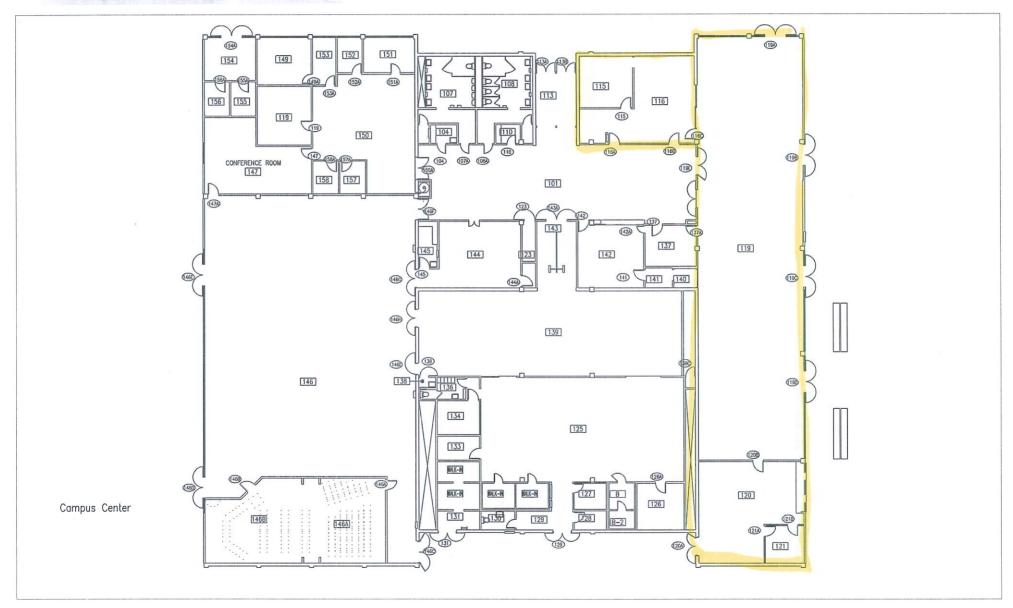
1.	COMMISSION A	AS A PERCENT OF	F SALES:				
	Year 1 (%)						
	Year 2 (%)						
	Year 3 (%)						
	Year 4 (%)						
	Year 5 (%)						
2.	MINIMUM ANN	NUAL GUARANTE	Œ:				
	Year 1 (\$)						
	Year 2 (\$)						
	Year 3 (\$)						
	Year 4 (\$)						
	Year 5 (\$)						
3.	ADDITIONAL I General Scholars Year 1 (\$) Year 2 (\$) Year 3 (\$) Year 4 (\$) Year 5 (\$)	FINANCIAL INCE	.):	g., Signing	Bonus, T	extbook	Scholarships
	Year 5 (\$)						

4.	FACILITY INVESTMENT: (Depreciated Over Five Years)	
	(Depreciated Over Five Tears)	
	Moorpark (\$)	_
	Ventura (\$)	_
	Oxnard (\$)	<u> </u>
	TOTAL	
	FACILITY INVESTMENT	<u> </u>
_		
5.	TECHNOLOGY INVESTMENT:	
	Moorpark (\$)	<u>_</u>
	Ventura (\$)	<u> </u>
	Oxnard (\$)	<u> </u>
	TOTAL	
	TECH. INVESTMENT	<u></u>
	PROPOSAL SUBMITTED BY: Company:	
	Authorized Signature:	
	Date:	

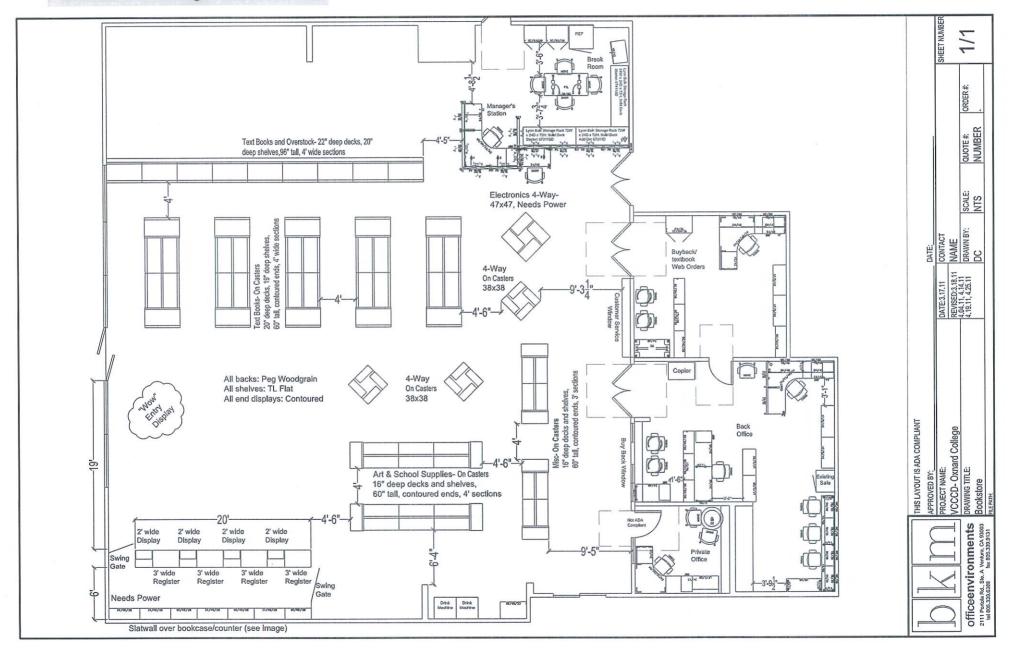
ATTACHMENT B FACILITY FLOOR PLANS

See attached

Moorpark College Bookstore



Oxnard College Bookstore



Ventura College Bookstore

