



# Ventura County Community College District

761 EAST DAILY DRIVE, SUITE 200, CAMARILLO, CALIFORNIA 93010  
PHONE (805) 652-5500 • VCCCD.EDU

DR. RICK MACLENNAN  
CHANCELLOR

January 22, 2024

## RE: RFP 646, Management of the Ventura County Community College District Bookstores

Dear Prospective Bidders,

Following is a packet detailing the Request for Proposals (RFP) 646, for Management of the Ventura County Community College District Bookstores. The packet includes General Instructions to Bidders, additional required forms, and bookstore & campus maps.

There will be a mandatory Bidders Conference/Job Walk on Tuesday, February 6, 2024. This will begin at Ventura College at 9:00 a.m., continuing on to Oxnard College, and finishing up at Moorpark College. If you plan to attend the job walk, please RSVP to [kharding@vcccd.edu](mailto:kharding@vcccd.edu) no later than 5pm on January 29, 2024.

The RFP packet describes the proposal and details about the College preferences for this service. The RFP packets can be downloaded from the VCCCD website at <https://purchasing.vcccd.edu/>

**Questions regarding clarification to the contents of the RFP must be submitted in writing by e-mail to [kharding@vcccd.edu](mailto:kharding@vcccd.edu) no later than 5:00 p.m. on Thursday, February 15, 2024.** Answers will be released in an Addendum and posted to the Purchasing website.

The deadline for submission to this RFP is on or before **3:00 pm, Monday, March 4, 2024.** One (1) Original, four (4) copies, and an electronic version (via USB flash drive) of the Proposal should be enclosed in a sealed envelope addressed and delivered to the Ventura County Community College District, Purchasing Department, 761 E. Daily Drive, Ste. 200, Camarillo, CA 93010 prior to this time. *All RFP proposals must be clearly marked with the RFP number and title.* No electronically submitted or faxed proposals will be accepted.

It is the responsibility of the Bidder to verify that their proposal has been received by the VCCCD Purchasing Department prior to the opening date.

Thank you for your interest in this project.

*Karina Harding*

Purchasing Specialist, [kharding@vcccd.edu](mailto:kharding@vcccd.edu); 805-652-5562

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
REQUEST FOR PROPOSALS #646  
FOR MANAGEMENT OF THE  
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
BOOKSTORES**

**RFP ISSUE DATE: January 22, 2024  
PROPOSAL DUE DATE: March 4, 2024  
ISSUED BY:**

**Ms. Karina Harding  
Purchasing Specialist  
Ventura County Community College District  
761 E. Daily Drive, Suite 200  
Camarillo, CA 93010**

**Proposals received by 3:00 pm (Pacific standard time) March 4, 2024 will be considered. One (1) Original, four (4) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:**

**Ms. Karina Harding  
Purchasing Specialist  
Ventura County Community College District  
761 E. Daily Drive, Suite 200  
Camarillo, CA 93010**

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<ul style="list-style-type: none"><li>• Financial Bid Form (Attachment A)</li><li>• Facility Floor Plans (Attachment B)</li><li>• Campus Maps</li></ul>	

**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 must 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. Invite. Ventura County Community College District (VCCCD) invites your firm to submit a Proposal for Management of the VCCCD Bookstores.
- b. Proposal Subject to Acceptance. Your company's Proposal must remain in full effect and subject to acceptance by VCCCD for six (6) months after the due date.
- c. Reserve the Right to Reject. 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 an agreement.
- d. Comply With Instructions/Conditions. 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. Communication. 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 Timeline

The timeline of key dates is as follows:

RFP Issue Date	January 22, 2024
Contact Ms. Karina Harding to Confirm Receipt of the RFP and Attendance at the Mandatory Bidders Conference	No Later Than 5pm on January 29, 2024
Mandatory Bidders Conference	February 6, 2024
Bidders Written Questions Due	No Later Than 5pm on February 15, 2024
VCCCD Issues Addendum with Responses to Written Questions	By 5pm on February 26, 2024
Proposals Due	No Later Than 3pm on March 4, 2024
Invitations for Interview sent by VCCCD	By 5pm on March 11, 2024
Presentations by Contractors	Week of March 25, 2024 (Date TBD)
Contract Commencement	July 1, 2024

### 1.3 Mandatory Bidders Conference

- a. Bidders Conference. **Contractors should confirm receipt of the RFP and attendance at the Mandatory Bidders Conference by contacting Ms. Karina Harding, Purchasing Specialist, VCCCD, no later than 5pm on January 29, 2024. The Mandatory Bidders Conference will be held on Tuesday, February 6, 2024.** 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, Bookstore and Campus Services Building. 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. Karina Harding. Contact information is as follows:

Ms. Karina Harding  
Purchasing Specialist  
Ventura County Community College District  
761 E. Daily Drive, Suite 200  
Camarillo, CA 93010  
e-mail: [kharding@vccd.edu](mailto:kharding@vccd.edu)  
telephone: 805-652-5562

### 1.4 Questions And Requests For Additional Information

- a. RFP Question Deadline. 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, February 15, 2024.** Questions received after the due date/time will be not be accepted.
- b. Submission of Questions. All inquiries MUST be made in writing via e-mail to Ms. Karina Harding, Purchasing Specialist, VCCCD, at [kharding@vccd.edu](mailto:kharding@vccd.edu).
- c. VCCCD Contact: One hundred percent (100%) of the communications from contractors during this entire RFP process must be solely with Ms. Karina Harding, Purchasing Specialist.

## 1.5 **Proposal Receipt**

- a. **RFP Deadline.** Proposals received by **3:00 p.m. (Pacific standard time) Monday, March 4, 2024** will be considered. Proposals received after the due date/time will be returned unopened. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One (1) Original, four (4) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Ms. Karina Harding  
Purchasing Specialist  
Ventura County Community College District  
761 E. Daily Drive, Suite 200  
Camarillo, CA 93010  
e-mail: kharding@vcccd.edu  
telephone: 805-652-5562

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

## 1.6. **Presentations**

- a. **Oral Presentations.** After review of the Proposals, qualified perspective contractors may be invited to make oral presentations of up to ninety (90) minutes in length during the week of March 25, 2024 (date TBD).

## 1.7 **General Conditions**

- a. **Signature:** The Proposal must be signed in the name of the contractor and must bear the signature of the person authorized to sign Proposals on behalf of the contractor.
- b. **Completion of Proposals:** Proposals shall be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the Proposal.
- c. **Erasures.** The Proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin, immediately opposite the correction, the name of the person signing the Proposal.
- d. **Examination Of Contract Documents.** Contractors shall thoroughly examine the contents of this RFP. The failure or omission of any contractor to receive or examine any contract document, form, instrument, addendum, or other

document shall in no way relieve the contractor from obligations with respect to this RFP or to the contract to be awarded. The submission of a Proposal shall be taken as prima facie evidence of compliance with this Section.

If the contractor discovers any ambiguity, conflict, discrepancy, omission or other errors on this RFP, the contractor shall immediately notify the District of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all contractors participating in this RFP, without divulging the source of the request for same. Modifications shall be made by addendum issued pursuant to Section 1.7g.

If a contractor fails to notify the VCCCD of an error in this RFP before the date scheduled for submission of Proposals, or of an error which reasonably should have been known to contractor, the contractor shall submit the Proposal at their own risk. If the contract is awarded to the contractor, they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

- e. Right To Negotiate Proposals. VCCCD reserves the right to negotiate any price or provision, accept any part or all of any Proposals, and to reject any and all, or parts of any and all Proposals, whenever, in the sole opinion of VCCCD, such action shall serve its best interests and those of the tax-paying public. Contractors are encouraged to submit their best prices in their Proposals, and the VCCCD intends to negotiate only with the contractor(s) whose Proposal most closely meets VCCCD's requirements. The contract, if any is awarded, will go to the contractor whose Proposal best meets VCCCD's requirements.
- f. Confidential And Proprietary Information. All materials received relative to this RFP will be kept confidential until such time an award is made or this RFP is canceled. At such time, all materials received must be made available to the public. If any part of any contractor's Proposal is proprietary or confidential, the contractor must so identify and so state. However, any information that must be used by VCCCD to aid in Proposal selection must not be restricted from the public. VCCCD reserves the right to retain all Proposals submitted. Any restrictions on the use of hardware or software proposed, arising from the use or incorporation of confidential and/or proprietary information or materials, must be clearly stated in the Proposal.
- g. Addenda. VCCCD may modify this RFP before the date scheduled for submission of Proposals by issuance of an addendum to all parties who received this RFP for the purpose of submitting a Proposal. Addenda shall be numbered consecutively as a suffix by the RFP reference number. (For example, the first addenda would be RFP A-1.)
- h. Modification Of RFP Response. The Proposal may be modified after its submission by written notice to the District of withdrawal and resubmission

before the date and time specified for receipt of Proposals. Modifications will not be considered if offered in any other manner.

- i. Withdrawal Of Proposals. The Proposal may be withdrawn by submitting a written request to the District at any time before the date scheduled for Proposal submission. The contractor may thereafter submit a new Proposal before the Proposal submission date. Proposals may not be withdrawn after the Proposal submission date for a period of ninety (90) days.
- j. Rejection Of Proposals. The District reserves the right to reject any or all Proposals received in response to this RFP or to negotiate separately with any contractor when it is determined to be in the best interest of the District to do so.
- k. Misunderstandings. The RFP documents will be clarified by VCCCD upon written request from a contractor. VCCCD's decision shall be final in any matter of interpretation of the documents.
- l. Cost Of Preparation Of Proposals. Costs for developing responses to this RFP are entirely the responsibility of the contractor and shall not be chargeable to VCCCD.
- m. Evaluation Process. Proposals will be evaluated by staff of the VCCCD. During the evaluation, validation and selection process, VCCCD may request meetings with a contractor's representative to request answers to specific questions or may request that the contractor answer specific questions in writing. VCCCD may require that the contractor make presentations that are pertinent to the Proposal and the contract to be awarded; the question(s) and the answer(s) will be sent to the contractor in writing for verification before they are included in the contract documents.
- n. Award of Contract. If the contract is awarded, it will be to the responsible contractor whose Proposal is deemed to be the best Proposal and whose Proposal best meets the requirements of this RFP and VCCCD, cost and all other factors considered. It is anticipated that award of the contract will be made within ninety (90) working days after the submission of Proposals. If award cannot be made within this time period, the contractor will be requested, in writing, to extend the time period during which the contractor agrees to be bound by their Proposal. Written notification will be made to contractors submitting an unsuccessful Proposal.
- o. Errors In Proposal. Proposals shall be bound by the terms and conditions of the Proposal, notwithstanding the fact that errors are contained therein. However, if material errors are found in a Proposal, VCCCD will notify the contractor that the Proposal, as submitted, appears to contain errors and require the contractor to correct the errors.



- p. Covenant Against Contingent Fees. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies, which are so declared and maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the contractor and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees.

## SECTION 2: INTRODUCTION

### 2.1 Invitation

- a. General Information. The VCCCD Office of the Vice Chancellor, Business and Administrative Services, and the Vice Presidents of Business and Administrative 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. It is the intent of VCCCD to be on the cutting-edge of campus retail services to effectively serve the District community. 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.

- b. Full Service Bookstore. Elements of a full-service Bookstore at VCCCD include, but are not limited to, the following:
- Improved affordability for VCCCD students by reducing course materials costs and providing innovative course materials 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, while warehousing those materials off site.
  - Providing easy access and multiple distribution channels for textbooks/course materials, including in-store pick up or delivery to student identified shipping address, or appropriate delivery channels for digital content.
  - 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.
- Improved customer satisfaction through cutting-edge retail innovation; utilization of technology; comprehensive community engagement; and forward-thinking concepts that anticipate market trends.
- 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.
- Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of-sale, inventory management, Web site, financial aid, registration integration, etc.).
- Contractor may consider proposing a solution for pick-up locations for online orders, and no physical books shelves in the bookstores.
- Competitive financial contribution to VCCCD, while achieving the qualitative and service goals of this RFP.

## 2.2 **Current Bookstore Operation**

- a. Current Operation. The VCCCD Bookstores, under the direction of the Vice Chancellor, Business and Administrative Services, and the campus Vice Presidents of Business and Administrative Services, are currently managed by Barnes & Noble College.

The Bookstores consist of the following operations:

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

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

## 2.3 **Proposal Evaluation Criteria**

- a. 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 Program and Adoption Tool
- 6.6 Textbook Affordability
- 6.7 General Merchandise and Marketing
- 6.8 Used Textbook Program
- 6.9 General Book Program
- 6.10 Tender Types
- 6.11 Financial Proposal
- 6.12 Facility Investment
- 6.13 Technology Program
- 6.14 Transition Plan
- 6.15 Additional Information
- 6.16 Exceptions to the RFP Specifications

## **SECTION 3: VCCCD BACKGROUND INFORMATION**

### **3.1 Background and History**

- a. Background. The Ventura County Community College District is a public community college district serving residents throughout Ventura County. The District's three colleges, Moorpark, Oxnard, and Ventura, offer programs for transfer to four-year colleges and universities, career training, basic skills instruction, as well as economic development partnerships 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.

### **3.2 District Mission Statement and College Information**

- a. Mission Statement. Ventura County Community College District provides students, in its diverse community, with access to comprehensive quality educational opportunities that support student learning and student success.
- b. Moorpark College. Moorpark College, located on 154 acres of sloping hillside land in eastern Ventura County, is the largest college in the District, with more than 13,000 students each semester. The college is home to over 75 disciplines of study and offers multiple student services to provide support and facilitate student success. Moorpark College campus life is enhanced through numerous clubs and activities, athletics programs, and performing arts.
- c. Oxnard College. Oxnard College is located in Ventura County's largest city, situated between beautiful beaches and sprawling farmland. Oxnard College has been a Hispanic-serving institution for nearly a half-century and offers over 60 disciplines for students interested in university transfer or career education. The college has two auxiliary sites, one in Camarillo for public safety careers including firefighting and prevention, and one in Channel Islands Harbor for Marine Education Center and Aquarium.
- d. Ventura College. Ventura College, the first institution of higher education in Ventura County, has provided quality education for nearly 100 years. In 1955, the college moved to its present 112-acre hillside campus in eastern Ventura. It is a designated Hispanic Serving Institution, enrolling over 11,000 students each semester at two campuses. Ventura College offers over 70 disciplines. Ventura College's main campus is located minutes from the beach. In the late 1970's, Ventura College opened a Santa Paula site to serve the needs of the growing community in the Santa Clara River Valley.

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

### **3.3 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:

<b>YEAR</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
<b>FTE</b>	26,668	25,239	25,673	23,124	20,662

**Fall 2022 Headcount by College**

<b>YEAR</b>	<b>Moorpark</b>	<b>Oxnard</b>	<b>Ventura</b>
<b>Fall 2022</b>	12,524	6,523	10,764

3.4 **Academic Calendar**

The VCCCD currently operates on Fall, Spring, and Summer semesters. The VCCCD plans to move to a Compressed Calendar in Fall 2025, which will include Fall, Winter, Spring, and Summer terms.

## 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 Sites

### 4.2 Facility / Location

VCCCD is served by Bookstores located on three campuses. The Bookstore facilities are comprised of approximately 14,730 square feet. The approximate square footage breakout by location is as follows:

VCCCD Bookstores	SQUARE FOOTAGE
Moorpark	5,295
Oxnard	4,750
Ventura	4,685
<b>TOTAL SQUARE FOOTAGE</b>	<b>14,730</b>

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

Oxnard College may desire to move the bookstore facility from the current location to a different area on campus & Moorpark College plans to reduce the square footage to about half. This will be viewed at the mandatory job walk.

### 4.3 Sales

#### Total Sales – District Roll-Up & By Location

Total sales figures (all Bookstores) for the past five fiscal years are as follows:

YEAR	Fiscal '18	Fiscal '19	Fiscal '20	Fiscal '21	Fiscal '22
<b>TOTAL (\$)</b>	6,716,134	6,051,016	5,096,794	2,183,534	2,674,169

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

Bookstore	Fiscal '18	Fiscal '19	Fiscal '20	Fiscal '21	Fiscal '22
Moorpark	3,079,228	2,917,461	2,385,483	1,034,637	1,160,105
Oxnard	1,159,157	1,031,669	1,059,098	448,607	537,311
Ventura	2,477,749	2,101,887	1,652,213	700,290	976,753

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

MOORPARK	Actual	Actual	Actual	Actual	Actual
	FY18	FY19	FY20	FY21	FY22
66 New Textbooks	1,604,661	1,372,211	946,960	376,511	424,543
67 Used Textbooks	256,968	257,513	245,582	173,465	94,952
36 Publisher Rentals	0	4,100	15,886	12,661	20,763
46 New Textbook Rentals	172,788	157,764	112,472	47,224	57,385
47 Used Textbook Rentals	259,718	289,295	304,588	120,919	84,990
62 Printed Access Cards	34,794	53,446	59,508	100,904	80,905
64 Digital Courseware	0	50	6,296	5,151	0
65 eTextbooks	29,944	38,962	49,229	101,517	119,670
68 Trade Books	2,749	2,903	1,540	46	54
70 School Supplies	206,983	225,009	199,992	15,970	78,258
71 Electronics	0	0	0	0	957
72 Computer Peripherals	24,099	23,945	20,774	17,597	14,567
80 School Spirit Clothing	31,626	36,420	38,294	30,181	43,650
81 Non-Emblematic Trend Area	2,666	1,496	1,364	12	878
89 Café	92	279	0	0	0
90 Graduation Products	29,894	35,287	21,008	24,625	27,541
91 Convenience	414,607	407,937	349,073	65	99,690
92 Dorm Furnishings-Regional Buys	199	114	5	0	27
93 Greeting Cards	0	0	0	0	0
94 Backpacks	1,641	2,095	2,348	794	6
96 School Spirit, Gifts, Accessories	4,622	7,034	6,417	4,894	5,591
97 Prints, Frames, Museum Shop	1,175	1,600	4,145	2,100	5,733
98 Miscellaneous Sales	0	0	0	0	0
<b>Total Sales</b>	<b>3,079,228</b>	<b>2,917,461</b>	<b>2,385,483</b>	<b>1,034,637</b>	<b>1,160,105</b>



OXNARD	Actual	Actual	Actual	Actual	Actual
	FY18	FY19	FY20	FY21	FY22
66 New Textbooks	438,618	313,198	335,700	182,307	195,252
67 Used Textbooks	136,981	138,677	158,748	105,151	66,476
36 Publisher Rentals	0	1,500	1,269	2,821	6,555
46 New Textbook Rentals	67,001	56,995	36,430	22,331	13,092
47 Used Textbook Rentals	152,671	128,931	129,508	69,099	46,635
62 Printed Access Cards	27,115	15,610	8,997	15,652	23,888
64 Digital Courseware	0	4,275	2,900	1,525	0
65 eTextbooks	26,045	20,584	18,989	13,887	14,722
68 Trade Books	2,982	2,612	3,548	160	347
70 School Supplies	92,047	80,952	79,165	18,509	35,539
71 Electronics	0	0	0	0	50
72 Computer Peripherals	8,904	9,593	8,785	823	7,882
80 School Spirit Clothing	21,362	21,041	24,951	6,671	30,233
81 Non-Emblematic Trend Area	5	48	42	40	2,223
89 Café	2,071	2,384	1,175	0	63
90 Graduation Products	26,914	21,949	15,652	7,936	28,668
91 Convenience	150,045	208,468	228,704	40	60,432
92 Dorm Furnishings-Regional Buys	198	123	4	0	0
93 Greeting Cards	424	674	266	0	190
94 Backpacks	1,731	875	1,349	10	208
96 School Spirit, Gifts, Accessories	3,566	2,585	2,798	968	3,091
97 Prints, Frames, Museum Shop	480	595	120	678	1,766
98 Miscellaneous Sales	0	0	0	0	0
<b>Total Sales</b>	1,159,157	1,031,669	1,059,098	448,607	537,311

VENTURA	Actual	Actual	Actual	Actual	Actual
	FY18	FY19	FY20	FY21	FY22
66 New Textbooks	1,322,470	979,757	731,629	326,802	428,222
67 Used Textbooks	237,128	245,836	199,957	134,985	111,014
36 Publisher Rentals	0	1,213	4,533	1,878	3,815
46 New Textbook Rentals	126,502	90,612	58,389	28,325	22,075
47 Used Textbook Rentals	189,243	204,576	174,517	59,033	37,182
62 Printed Access Cards	31,924	43,330	34,948	73,283	117,387
64 Digital Courseware	0	0	3,174	3,636	0
65 eTextbooks	17,292	13,141	14,391	30,672	33,462
68 Trade Books	7,326	16,766	2,544	806	347
70 School Supplies	152,695	153,277	133,158	7,972	52,641
71 Electronics	0	0	0	0	0
72 Computer Peripherals	13,554	16,036	11,854	451	8,788
80 School Spirit Clothing	56,748	50,279	45,408	11,865	54,495
81 Non-Emblematic Trend Area	3,333	2,311	1,589	7	761
89 Café	2,336	3,291	2,193	0	169
90 Graduation Products	42,934	41,207	25,154	16,355	40,362
91 Convenience	262,815	230,120	202,072	662	56,230
92 Dorm Furnishings-Regional Buys	628	650	0	0	0
93 Greeting Cards	1,151	1,442	709	0	1,223
94 Backpacks	1,650	1,270	1,298	33	683
96 School Spirit, Gifts, Accessories	5,077	5,349	4,296	1,449	5,219
97 Prints, Frames, Museum Shop	2,941	1,425	400	2,075	2,677
98 Miscellaneous Sales	0	0	0	0	0
<b>Total Sales</b>	<b>2,477,749</b>	<b>2,101,887</b>	<b>1,652,213</b>	<b>700,290</b>	<b>976,753</b>

#### 4.4 **Graduation Regalia and Graduation Merchandise**

- a. Graduation Merchandise. The Bookstores, in coordination with Student Activities, sell caps & gowns, sashes & tassels, diploma covers & frames, and announcements.

#### 4.5 **Hours Of Operation**

- a. Hours. The Bookstore current hours of operation (during non-Rush periods) are as follows:

##### Moorpark Bookstore Regular Hours of Operation

- Monday - Thursday: 9:00 a.m. - 4:00 p.m.
- Friday: 9:00 a.m. – 2:00 p.m.
- Saturday: Closed
- Sunday: Closed

##### Moorpark Bookstore Rush Hours of Operation (Week before first day of class)

- Monday - Thursday: 8:00 a.m. - 4:00 p.m.
- Friday: 8:00 a.m. – 4:00 p.m.

##### Moorpark Bookstore First Week of School

- Monday – Thursday: 8:00 a.m. – 6:00 p.m.
- Friday: 8:00 a.m. – 4:00 p.m.

##### Oxnard Bookstore Regular Hours of Operation

- Monday - Thursday: 9:00 a.m. - 4:00 p.m.
- Friday: Closed
- Saturday: Closed
- Sunday: Closed

##### Oxnard Bookstore Rush Hours Of Operation (Week before first day of class)

- Monday – Friday : 8:00 a.m. – 4:00 p.m.

##### Oxnard College First Week of Operation

- Monday – Thursday: 8:00 a.m. – 6:00 p.m.
- Friday: 8:00 a.m. – 4:00 p.m.

#### Ventura Bookstore Regular Hours of Operation

- Monday - Thursday: 9:00 a.m. – 4:00 p.m.
- Friday: Closed
- Saturday: Closed
- Sunday: Closed

#### Ventura Bookstore Rush Hours of Operation (Week before first day of class)

- Monday - Thursday: 8:00 a.m. – 4:00 p.m.
- Friday: 8:00 a.m. – 4:00 p.m.

#### Ventura Bookstore First Week of Operation

- Monday - Thursday: 8:00 a.m. – 6:00 p.m.
- Friday: 8:00 a.m. – 4:00 p.m.

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

#### 4.6 **Staffing**

The Bookstores are currently staffed with the following positions:

- Moorpark College:
  - Summer – 1 manager, 1 assistant store manager, 1 part-time hourly employee
  - Fall – increase to 10 part-time hourly employees to support the first two weeks of class and then reduce to 5 part-time hourly employees for the remainder of the semester.
- Ventura College:
  - Summer – 1 Assistant Store Manager that supports Ventura College and Oxnard College, 1 part-time supervisor, 3 part-time hourly employees
  - Fall – increase to 6 part-time hourly employees for the first two weeks of class then reduce to 3 or 4 part-time hourly employees for the remainder of the semester.
- Oxnard College:
  - Summer – 1 Assistant store manager that supports Ventura College and Oxnard College, 1 part-time supervisor, 3 part-time hourly employees.
  - Fall – same staffing as summer term

#### 4.7 **Faculty / Staff Discounts**

VCCCD Faculty and Staff will be given a 10% discount on books & merchandise.

4.8 **Web Site**

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

4.9 **Campus Events / Special Services**

- a. Special Events. The Bookstore supports special events (lectures, readings, speakers, etc.) on the VCCCD campuses.

## SECTION 5: DESCRIPTION / SCOPE OF BOOKSTORE 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. Contractor Duties/Responsibilities. 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. Locations: The contractor shall manage and operate the Bookstores located at the following locations:
  - Moorpark Campus in Moorpark, CA.
  - Oxnard Campus in Oxnard, CA.
  - Ventura Campus in Ventura, CA

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.

- d. Products and Services. The contractor shall provide the VCCCD community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, open education resources (OER), 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, and other services expected from a full-service college bookstore.

VCCCD strongly encourages Proposals that include any additional products and services that can be offered to enhance value to students and the VCCCD community; generate traffic in the Bookstores; and assist with transitioning from a traditional college bookstore to a destination center offering state-of-the-art campus retail services.

- e. Right to Operate Bookstores; 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.
- f. College Authority Regarding Product Offerings. The contractor shall withdraw from display or sale, any item or items, which the District requests not be displayed or sold.

- g. 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.
- h. Web Site / Social Media. The contractor shall manage and operate unique full-service bookstore Web Site and social media programs for the Bookstores.
- i. Special Events. The Bookstore shall support special events (lectures, readings, speakers, etc.) on campus by selling books at College events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment to sell merchandise at designated special events to capitalize on sales opportunities.
- j. 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.)
- k. 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.
- l. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore.
- m. Reporting Requirement. The contractor shall report to the District’s Vice Chancellor, Business and Administrative Services, and the campus Vice Presidents of Business and Administrative Services. The contractor’s regional manager will meet with the District’s Vice Chancellor, Business and Administrative Services or designee, and the Vice Presidents of Business Services, or their designee on a quarterly basis, at a minimum, to review the Bookstore’s performance.
- n. 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. Customer Service Expectations: The contractor shall provide excellent customer service at the Bookstore, including processing customers efficiently during back-to-school rush periods.
- b. Image of the Bookstores: 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. Support of Student Organizations: 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 Thursday , 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. Regular Meetings. The contractor's Bookstore Manager at each campus shall meet regularly with the Vice President of Business Services and Administrative Services, or designee, on each campus and with District officials to review Bookstore operations. The contractor's Regional Manager shall attend at least one meeting at each campus per year. Further, the contractor's Bookstore Managers shall work with College management 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 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. 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.
- c. Student Employees. The contractor shall provide employment opportunities for VCCCD Students.
- d. 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.
- e. 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.
- f. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).

- g. Employment Laws. The contractor shall comply with all state and federal employment requirements.

#### 5.4 **Textbooks / Course Materials**

- a. Agent For The Collection of Course Materials Adoptions. The contractor shall be VCCCD's agent for the collection and compilation of course materials adoptions and shall provide course materials to students of VCCCD. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials, inclusive access course materials, coursepacks, software, and materials published or distributed electronically.
- b. Early Course Materials Adoption. 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. Course Materials Quantities. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, OER course 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. Comprehensive Course Materials Services/Academic Freedom. 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.). VCCCD faculty shall academic freedom in their selection of course materials, and the contractor shall provide all adopted course materials on a timely basis.
- e. Distance Learning/Online Courses. The contractor shall provide textbook/course materials services to the District's current and future distance learning programs, and other programs, as desired by the Colleges.
- f. Custom-Published Materials. 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. Textbook Rental Program. VCCCD is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of textbook rentals for VCCCD students and shall provide a full-service textbook rental program.

- h. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The contractor shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The contractor shall work with the District to determine the best possible options for the introduction of new technology and delivery mechanisms. Throughout the contract, VCCCD College will continually evaluate digital delivery programs in the marketplace and maintain the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the Colleges.
- i. Open Educational Resources. The contractor shall provide access to Open Education Resources (OER) course materials to support academic programs as needed/required and will accommodate the adoption of OER as requested by VCCCD.
- j. Online Course Materials Order. The contractor's Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- k. Students With Disabilities. The contractor shall provide required course materials services to students with disabilities through collaboration with VCCCD.
- l. HEOA/Other Laws. The contractor shall work with the District to ensure compliance to the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- m. Desk Copies. The District prohibits the purchase and sale of complimentary desk copies by the Bookstores.

#### 5.5 **Course Materials Adoption Tool Requirements**

- a. Course Materials Adoption Tool. Course Materials Adoption Tool. The contractor shall provide VCCCD with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall include, but not be limited to, (i) providing faculty the ability to submit textbook adoptions online and (ii) the ability for College Students to obtain their complete list of textbooks, course materials, and course related supplies.
- b. Database Search. The Adoption Tool must include a robust search capability to locate books and other materials from all sources, and display information (i.e., availability, formats, price, etc.) about course materials to users.
- c. Adoption Reporting Capabilities. The Adoption Tool must include, at a minimum, the following reporting capabilities.

- Historical adoption data and reports
  - Overall adoption numbers and percentages for a term/semester
  - Adoption numbers and percentages per course for a term/semester
  - Adoptions without required course materials
  - Adoption compliance (with ability to sort by date, course, department, etc.)
  - Other adoption reports as requested by the College
- d. College Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by the College's Faculty or Staff, is the property of the College. The contractor shall provide course materials adoption data and/or adoption forms to College's within twenty-four (24) hours of College's request for copies of such adoption data and/or adoption forms. The textbook adoption process are local and within the purvue of each campus faculty.
- e. Course Materials List. At the end of each semester/term, the contractor shall provide the College with a complete Course Materials List for that semester/term in electronic format. The Course Materials List shall include course, section, instructor, author, title, ISBN, edition, publisher, and retail price.

## 5.6 Course Materials Affordability / Pricing Policies Requirements

- a. Course Materials. 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 5.6b of this RFP.
- b. Pricing Policies-Course Materials. 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.
  - Course related-supplies 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 Bookstores 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 Bookstores 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.
  - Textbook Rentals shall be rented at competitive national prices, and an average textbook shall not exceed 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. Trade Books/Reference Books. 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. General Merchandise. 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. District Audit Rights. The District has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

## 5.7 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.

## 5.8 **General Merchandise and Marketing Strategy**

- a. General Merchandise Selection; The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer/technology supplies and software, 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, graduation regalia and graduation related merchandise, and other services expected from a full-service college bookstore.
- b. Emblematic Clothing and Gifts. 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 and course materials.
- d. 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.
- e. Social Media. The contractor shall manage and operate a unique social media program for the Bookstores. The contractor shall develop and implement social media marketing and promotional strategies for the Bookstores. To the extent that the contractor develops its own social media sites (e.g. Facebook, Instagram Twitter, etc) or integrates with the College's sites, the contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to College's social media standards and practices.
- f. Vendor code of Conduct. The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

## 5.9 **Tender Types**

- a. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards/gift certificates, and bank debit cards, 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. Department Charges. VCCCD Departments shall be allowed to charge department purchases at the Bookstore upon receipt of an approved purchase order. The Bookstore will bill VCCCD Departments for department charges on a monthly basis.
- c. 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).

#### 5.10 **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, inventory management system, technology necessary to comply with HEOA, Web site, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. The contractor shall own and operate, and shall be responsible for all expenses associated with, all technology and systems necessary to operate the Bookstores. All computers, network, phones, patch cables, software, and any other hardware required to run bookstore operations will be provided and supported by the vendor. All phone numbers/voicemail, technology, and other telecommunication hardware will be supplied, refreshed, and maintained by the vendor. All technical support needs and calls will be provided by the vendor. (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. Technology Integration. The contractor's system shall have the ability to interface, at the contractor's sole expense, with current and/or future College systems. The Colleges currently utilizes Ellucian Banner, Canvas, and Civitas College Scheduler.
- c. Web Site. The contractor shall provide and maintain a responsive/mobile-friendly Web site for the VCCCD Bookstores. Any website updates and work will need to be provided by the vendor. 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.

- d. PCI Compliance. To ensure all possible steps are taken to secure VCCCD student, faculty, customer, and staff personal data, all in-store technology and e-commerce processing must be PCI-DSS Payment Card Industry Data Security Standard Certification. The contractor shall provide annual PCI certification documentation.

Credit card processing must be through a third-party and must be encrypted.

Contractor shall ensure that its employees do not write credit card information down on paper, or keep files of credit card information and that no credit card information is stored in any system on campus.

- e. Computer Equipment Compliance. The contractor's computer equipment/software must be installed on contractor's own internet circuit and the District will not be responsible for providing any network or resolving/troubleshooting network issues.
- f. FERPA Compliance. The contractor agrees that all processes fall within FERPA guidelines, and must be approved by the FERPA compliance officer at the College's.
- g. Europay, Mastercard, and Visa (EMV) Compliance. The contractor shall ensure that all transaction terminals in the Bookstores are compliant with current EMV Standards for authorizing credit and debit transactions.
- h. Customer Data. 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 24 hours 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.

All customer data must be kept confidential and shall not be shared or sold by the contractor.

- i. Accessibility Guidelines. The contractor shall warrant that the products or services to be provided under this contract comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the “Web Content Accessibility Guidelines(WCAG) 2.0 or 2.1 whichever is applicable as of the date of the contract, Level AA Conformance” published by the World Wide Web Consortium, [www.w3.org/](http://www.w3.org/) at <http://www.w3.org/TR/WCAG20/>.

The contractor agrees to promptly respond to and resolve any complaint arising during the term of the warranty period regarding accessibility of its products or services which is brought to its attention. The Contractor shall provide confirmation to the District within ninety (90) days of receiving any such complaint that the complaint has been fully resolved, and shall recertify compliance upon the District’s request.

- j. Verification. The Contractor shall provide credible, independent third-party verification demonstrating product compliance with Section 508 of the Rehabilitation Act of 1973, and WCAG 2.0, Level AA upon initial deployment, prior to production use by, or publication to, faculty, staff, and/or students, the Ventura County Community College District, or members of the public. Appropriate documentation detailing the testing, including evaluation results, will be provided at time of initial deployment and thereafter at District’s request. The third party providing such verification must be acceptable to the District in its reasonable discretion.

#### 5.11 **Financial Reporting**

- a. Monthly and Annual Reporting. 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”
  - Course Materials Units Sold by Department
  - Web Site Sales
  - Other Reports as requested by the college (customer counts, unit sales, transaction size, adoption data, etc)
- b. **Contractors Financial Statement.** The contractor shall provide the District with a copy of its certified company financial statement on an annual basis.
- c. **Course Materials List.** At the end of each term/semester, the contractor shall submit a Course Materials List in electronic format, as described in Section 5.5e of this RFP.

#### 5.12 **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).
- 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. College Approvals. 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. Copies of invoices shall be provided to VCCCD with sixty (60) days of completion of the facility investment, or earlier if requested by the District.
- 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. 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, whether design and planning services are provided directly by the contractor or by a third-party utilized by the contractor, 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. Any proposed exterior signage, banners, window usage, 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 shall be determined by the District in coordination with the contractor.

### 5.13 **District Obligations**

- a. Facilities. The District shall provide the contractor with:
  - Bookstore facility on the Moorpark Campus, consisting of approximately 5,295 square feet, however Moorpark plans to reduce the footprint to about half the existing square footage.
  - Bookstore facility on the Oxnard Campus, consisting of approximately 4,750 square feet; however, Oxnard plans to change to a different location on campus that will be viewed during the mandatory job walk.

- Bookstore facility on the Ventura Campus, consisting of approximately 4,685 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.

#### 5.14 **Contractor Obligations**

- a. Contractor Obligations. 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.
  - Minor Repairs - The contractor shall be responsible for minor repairs to the interior of the Bookstores.
  - 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.
  - All phone numbers/voicemail, technology and other telecommunication hardware will be supplied, refreshed and maintained by the vendor.
  - All computers, network, phones, patch cables, software and any other hardware required to run bookstore operations will be provided and supported by the vendor.
  - All technical support needs and calls will be provided by the vendor.
  - Any website updates and work will need to be provided by the vendor.

## **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.)*

This Section includes the Bookstore Proposal Submittal Requirements. Contractors are required to respond to all **Submittal Requirements** included in this Section.

### **6.1 Company History, Experience, and Background Submittal Requirements**

- a. Company Background. Provide your company's qualifications and experience in managing college/university bookstores. Describe company's your experience serving large community colleges with multiple campuses.
- b. Client Lists. 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. Identify at least five (5) clients with bookstores similar in nature to the VCCCD Bookstores.
- c. Discontinued Client List. Provide a list of all college/university accounts that were cancelled or not renewed during the past five years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Financial Statements. 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. Moorpark College. Describe your management/operations plan for operation of the VCCCD Bookstore located on the Moorpark College campus.
- b. Oxnard College. Describe your management/operations plan for operation of the VCCCD Bookstore located on the Oxnard College campus.
- c. Ventura College. Describe your management/operations plan for operation of the VCCCD Bookstore located on the Ventura College campus.

### **6.3 Customer Service**

- a. Details of Customer Service. Describe in detail how you will provide excellent customer service at the VCCCD Bookstores.
- b. Methods of Feedback. Describe the methods you will use to obtain regular feedback from VCCCD Bookstore customers to ensure a high level of customer satisfaction.

- c. Training Program. Describe your customer service training program for the VCCCD Bookstore Staff.
- d. Refund Policy. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- e. Hours of Operation. 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. Company Organization Chart. Provide your company organization chart.
- b. Staffing Plan. Provide your proposed organization chart, staffing plan, and reporting structure for the VCCCD Bookstores.
- c. Personnel Policies and Incentives. Describe your:
  - Personnel policies
  - Hiring policies, including your company's required qualifications for the Bookstore Manager
  - Background check program and policies
  - Compensation program, including incentive programs, etc.
  - Benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
  - Commitment to hire student employees
- d. Educational and Training Programs. Describe your educational and training programs.
- e. Corporate Support Services. Describe your corporate support services and regional management support.

#### 6.5 **Textbooks / Course Materials Program Submittal Requirements**

- a. Course Materials Market Share Strategy/Services. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.
- b. Textbook/Course Materials Services and Programs. 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, custom publishing, OER, digital delivery, inclusive access, textbook rental program, used books, Distance learning, etc.).

- c. Course Materials Adoption Tool Submittal Requirements. Describe your company's course materials adoption tool, including adoption tool overview, database search, and adoption reporting.
- d. Changes in Course Materials. 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.)*
- e. Textbook Rental Program. Describe in detail the textbook rental program that your company will provide at VCCCD.
- f. Course Materials Services. Describe your plans to provide comprehensive textbook/course materials services to support VCCCD Programs.
- g. Distance Learning Programs. Describe your plans to provide comprehensive textbook/course materials services to support current and/or future distance learning programs.
- h. Custom Publishing. Describe your custom publishing/coursepack program.
- i. HEOA Compliance. Describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).

#### 6.6 **Textbook Affordability / Pricing Policies Submittal Requirements**

- a. Course Materials Pricing Strategies. Describe your company's plan to address the pricing concerns of students at VCCCD. Include a detailed description of your company's price match guarantee program, price comparison software, dynamic pricing, or similar programs that your company will implement at the Bookstores in order to provide value, compete with online booksellers, and increase market share.
- b. Shipping Policies/Programs. Describe your company's shipping policies including, but not limited to, the following:
  - Standard Shipping Charges
  - Standard Shipping Delivery times
  - Expedited Shipping Charges

- Expedite Shipping Delivery times
- Free Shipping Program(s)
- Free Shipping Delivery Times

Describe any additional promotional programs your company has implemented to reduce course materials shipping costs.

#### 6.7. **General Merchandise Pricing Policies Submittal Requirements**

- Merchandise: Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students at VCCCD.
- Emblematic Clothing. Describe your company's plans to provide emblematic/logo clothing at multiple price points. Provide a detailed description of your company's plan to increase the sales of emblematic/logo merchandise, clothing, gifts to students, faculty, staff, fans, and alumni. Describe your plans to market emblematic/logo merchandise, including selling and promoting merchandise on the Bookstore Website.
- Marketing and Social Media Plans. Describe your company's marketing and advertising plans, and social media plans for the Bookstores.

#### 6.8 **Used Textbook Program**

- Used Book Program. 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. 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 5.7b of this RFP.)*

#### 6.9 **General Book Program**

- General Book Program. Describe your general book program and your plan to ensure that the general book program supports the academic programs of VCCCD.
- Academic Program Support. Describe your plan to support the academic programs and events at VCCCD by selling and promoting books at events throughout the year.

#### 6.10 **Tender Types**



- a. Tender Types. 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 5.9a of this RFP.)

#### 6.11 **Financial Proposal**

One of the goals of VCCCD is to maximize the Bookstore's financial return by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to VCCCD will be comprised of the following components.

- 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 Commissionable Sales or Net Sales (see definition, below)
  - The commission schedule expressed as a percentage of Pure Digital Course Materials Commissionable 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 and the total amount paid by students for publisher consignment rental sales. 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 and rebates received by the contractor from products such as graduation regalia, and commissions received by the contractor for authorized sales by other companies or organizations on the VCCCD Bookstore Web site.

- "Commissionable Sales/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 Pure Digital Course materials sales, less computer hardware sales, less sales made at no margin by the contractor at the request of the District.

"Pure Digital Course Materials Gross Sales" shall be defined as digital-only content that is adopted by District Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by Fullerton College Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Materials with a gross margin exceeding twenty percent (20%) shall be included in the calculation of Course Materials commissionable Sales for the full commission rates.

- "Pure Digital Course Materials Commissionable Sales" shall be defined as Pure Digital course materials gross sales less voids, customer refunds, discounts (provided that the discount amount thereof was included in gross sales), sales tax paid by the contractor to any government agency which as collected from customers
- 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 (1/12<sup>th</sup>) 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.
- c. Signing Bonus. The selected contractor shall provide a Signing Bonus upon a contract commencement.
- d. Additional Financial Incentives. Contractors have the opportunity to propose additional financial incentives (e.g textbook scholarships, general scholarships, etc.).

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

#### 6.12 **Facility Investment**

- a. Facility Plans. 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 5.12. Describe facility plans and your financial commitment for each location, along with providing the total capital facility investment your company will make. In addition, contractors are required to complete the Financial Bid Form, Attachment A. (Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)

#### 6.13 **Technology Program Submittal Requirements**

- a. Technology Plans. 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. Web Site / E-Commerce Plans. 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)
- c. Technology Investment. Include your estimated capital investment for technology/automation in the VCCCD Bookstores (excluding Web site development costs) for each location, along with providing the total technology investment your company will make. 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.)

- d. Compliance. A current Service Organization Control Type 2 Compliance (SOC-2) certificate is preferred. This is a cybersecurity compliance framework developed by the American Institute of Certified public Accountants (AICPA). The primary purpose of SOC-2 is to ensure that the third-party service providers store and process client data in a secure manner.

A Higher Education Community Vendor Assessment Toolkit (HECVAT) is acceptable. The HECVAT is a questionnaire framework specifically designed for higher education to measure vendor risk. Before a third-party solution is purchased, the solution provider should complete a HECVAT tool to confirm that information, data, and cybersecurity policies are in place to protect sensitive institutional information.

A Voluntary Product Accessibility Template (VPAT) is required. This is a document that explains how information and communication technology (ICT) products such as software, hardware, electronic content, and support documentation to meet or conform to the Revised 508 Standards for IT accessibility.

#### 6.14 **Transition Plan Submittal Requirements**

Describe your company's Transition Plan, including the following:

- a. Transition Plan. Provide a detailed transition plan and timeline that includes information on how your company will meet the College's expectations for a contract start date anticipated for January 1, 2024 or as mutually decided between the District and contractor.
- b. College Resources. Describe the required or assumed College resources necessary for a smooth transition.

- c. Technology Implementation Plan. Describe your company's Technology Implementation Plan, including, but not limited, to the following:
- Systems integration/collaboration with the College administration
  - Staff training
  - Equipment installation
  - Website implementation
  - Online adoption tool implementation
- d. Corporate Support. Describe your company's corporate support during the first ninety (90) days of the transition including, but not limited to, the following:
- Regional Manager coverage/site visits during the first ninety (90) days
  - Vice President level support (i.e., operations, marketing, etc) – provide the schedule for site visits during the first ninety (90) days
  - Bookstore operations and customer service staff training

6.15 **Additional Information**

- a. Additional Information. Provide the District with other information you feel is pertinent.

6.16 **Exceptions To The RFP Specifications**

- a. Exceptions. 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**

- a. **Physical Inventory.** 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 awarded contractor. The professional retail inventory service company will be jointly selected by the District and the contractor. The awarded 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 or current contractor. 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%)).
- 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**

- a. **Operating Supplies.** The selected contractor shall purchase Bookstore operating supplies, shopping bags, gift boxes, etc., at cost from the District or current contractor.

### 7.3 **Inventory Purchase At End Of Contract**

- a. **Inventory.** At the termination, expiration, or non-renewal 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.

#### 7.4 **Furniture, Fixtures, And Equipment**

- a. Existing 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.
- b. Maintain Furniture, Fixtures, and Equipment. 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.
- c. Warranties. 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. Contract Term. The term (“Term”) of the contract will be for five (5) years beginning after the award and a mutually agreed upon date by the District and contractor. The contract may be renewed by mutual written 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. Termination With Cause. 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 thirty (30) 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. Termination Without Cause. The District may terminate the contract at any time by providing the contractor with one hundred-twenty (120) days written notice.
- c. Termination for Bankruptcy/Insolvency. 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. Contract Administrator. 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 **Legal Fees**

- a. Legal Fees. The contractor shall be responsible for any attorney and/or court fees in the event the contractor defaults and court action is required.

#### 8.5 **Assignment Of Contract**

- a. Assignment. 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.

#### 8.6 **Compliance With All Laws**

- a. Compliance. 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 Bookstores.

#### 8.7 **Governing Law**

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

#### 8.8 **Compliance With District Board Policies**

- a. Board of Trustees. The contractor shall comply with all applicable District Board of Trustee procedures and policies.

#### 8.9 **Indemnification Requirements**

The contract shall contain the following clause with respect to indemnification:

- a. Contractor Indemnification. The contractor shall defend, indemnify hold harmless the Ventura County Community College District, its Board of Trustees, affiliates, officers, employees and agents from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to the College's property); (ii) injury to or death of any person (including but not limited to any employee of the College); which results from or arises out of the negligent or willful acts or omissions of the contractor, its officers, agents and employees, in the performance of the contract.
- b. Claims. 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.

#### 8.10 **Insurance Requirements**

During the Term of the Agreement, the contractor shall keep in force, at its own expense, the following insurance requirements:

- a. **Proof of Insurance.** 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™ 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.
- b. **Minimum Requirements.** 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) **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** 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) **AUTOMOBILE LIABILITY INSURANCE.** \$1,000,000 combined single limit per accident or bodily injury and property damage.

8.11 **Independent Contractor Status**

- a. Contractor Status. While performing services pursuant to the contract, the contractor is an independent contractor and not an officer, agent, or employee of VCCCD.

<b>ATTACHMENTS</b>
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- Financial Bid Form (Attachment A) \*\*
- Bookstore Facility Floor Plans (Attachment B)
- General Instructions to Bidders (Attachment C)
- RFP Bid Form, Acknowledgment of Addenda, & Drug-Free Workplace Certification (Attachment D) \*\*
- Non-Collusion Affidavit (Attachment E) \*\*
- Certification of Non-Discrimination (Attachment F) \*\*
- Campus Maps (Attachment G)

**\*\* Attachments A, D, E, & F must be completed and returned with proposal.**

**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 AS A PERCENT OF SALES:

Year 1 (%) \_\_\_\_\_

Year 2 (%) \_\_\_\_\_

Year 3 (%) \_\_\_\_\_

Year 4 (%) \_\_\_\_\_

Year 5 (%) \_\_\_\_\_

2. COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS COMMISSIONABLE SALES:

Year 1 (%) \_\_\_\_\_

Year 2 (%) \_\_\_\_\_

Year 3 (%) \_\_\_\_\_

Year 4 (%) \_\_\_\_\_

Year 5 (%) \_\_\_\_\_

3. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$) \_\_\_\_\_

Year 2 (\$) \_\_\_\_\_

Year 3 (\$) \_\_\_\_\_

Year 4 (\$) \_\_\_\_\_

Year 5 (\$) \_\_\_\_\_

(Note: The contractor shall pay the District the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission as a percent of commissionable sales; plus the commission as a percent of pure digital course materials commissionable sales).

4. ADDITIONAL FINANCIAL INCENTIVES (e.g., Signing Bonus, Textbook Scholarships, General Scholarships, Donations, etc.):

Year 1 (\$) \_\_\_\_\_

Year 2 (\$) \_\_\_\_\_

Year 3 (\$) \_\_\_\_\_

Year 4 (\$) \_\_\_\_\_

Year 5 (\$) \_\_\_\_\_

5. FACILITY INVESTMENT:  
(Depreciated Over Five Years)

Moorpark (\$) \_\_\_\_\_

Ventura (\$) \_\_\_\_\_

Oxnard (\$) \_\_\_\_\_

TOTAL  
FACILITY  
INVESTMENT \_\_\_\_\_

6. TECHNOLOGY INVESTMENT:

Moorpark (\$) \_\_\_\_\_

Ventura (\$) \_\_\_\_\_

Oxnard (\$) \_\_\_\_\_

TOTAL  
TECH.  
INVESTMENT \_\_\_\_\_

PROPOSAL  
SUBMITTED BY:

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Federal ID Number:

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_

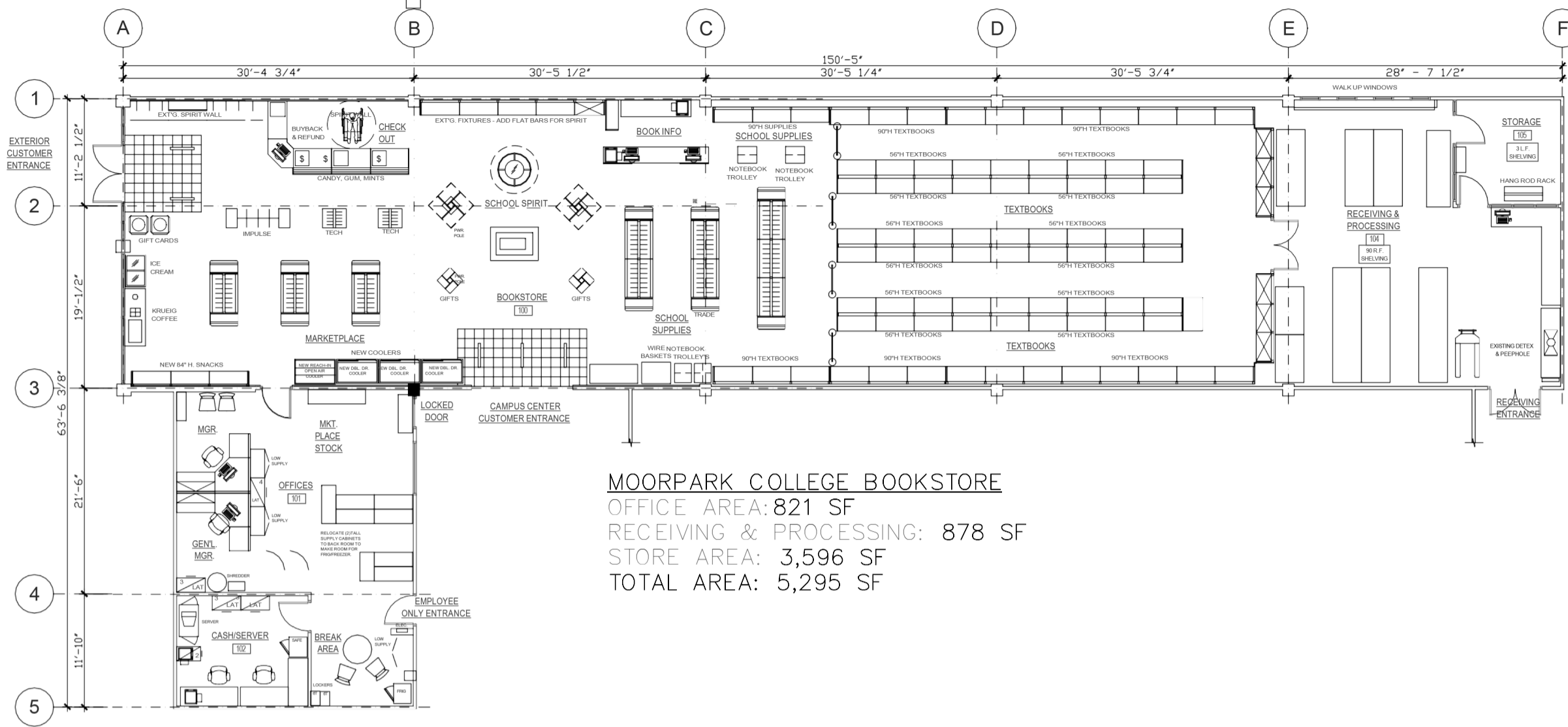
Signer's Printed Name: \_\_\_\_\_

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

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

**ATTACHMENT B  
FACILITY FLOOR PLANS**

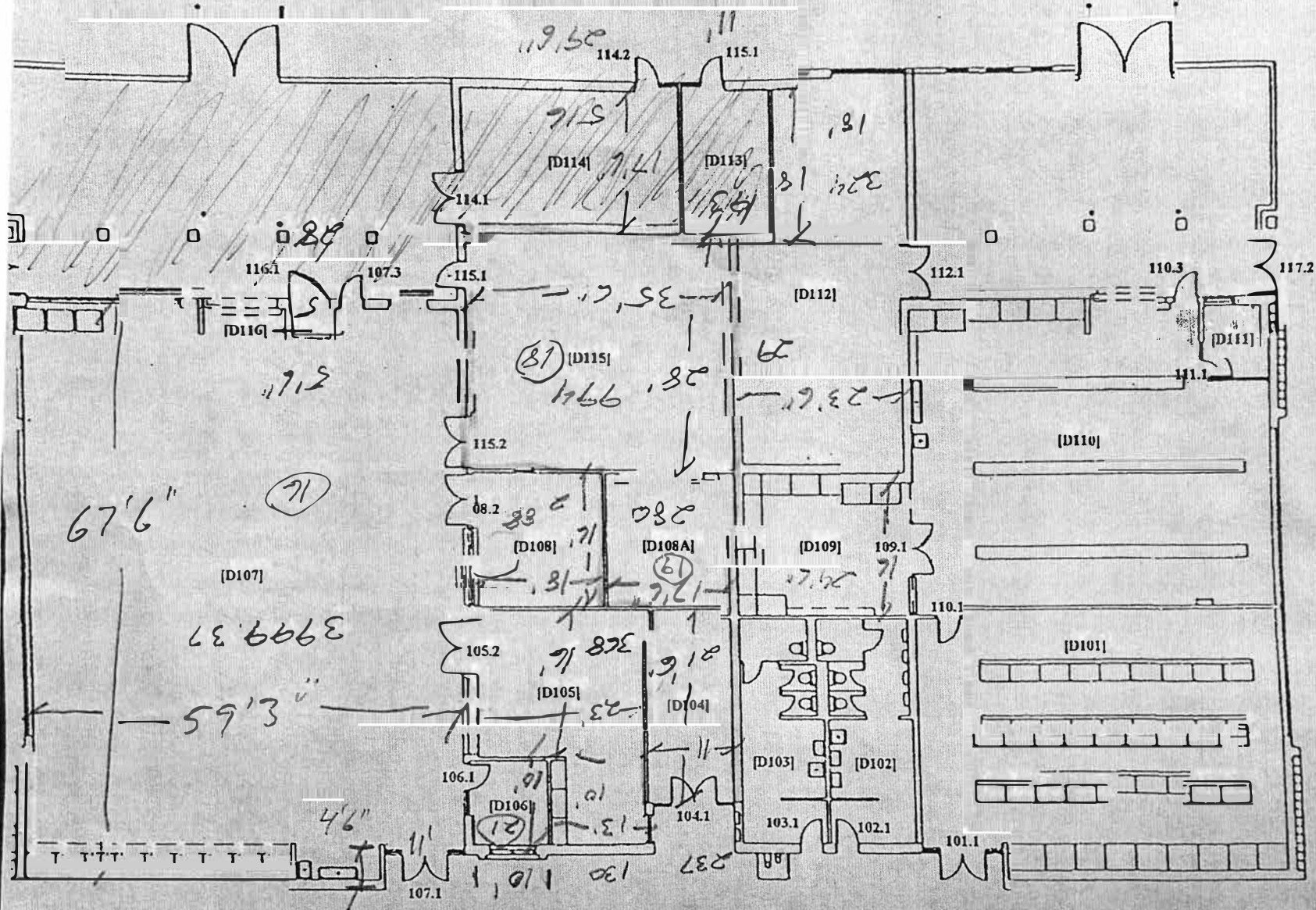
See attached.



MOORPARK COLLEGE BOOKSTORE  
 OFFICE AREA: 821 SF  
 RECEIVING & PROCESSING: 878 SF  
 STORE AREA: 3,596 SF  
 TOTAL AREA: 5,295 SF



# Oxnard College Bookstore

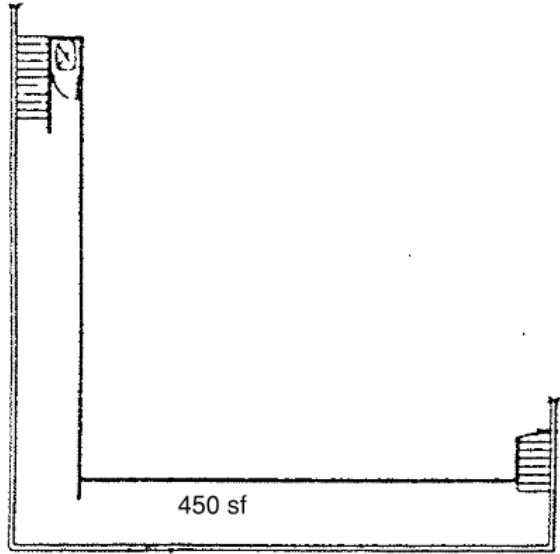


**OCCUPATIONAL EDUCATION "D", BLDG. #12**

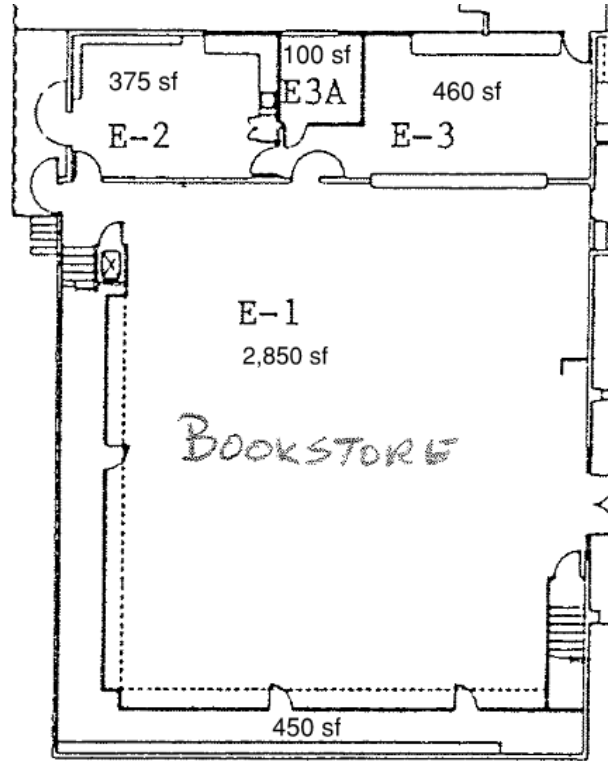
- 4 Tool crib
- 5 Woodworking
- 6 office
- 7 Industrial Mech
- 8 2 Tool Crib

**1987, 22,294 ASF**

115 Precision Classroom



MEZZANINE PLAN



Ventura College Bookstore - Approximately 4,685 sf.

## VENTURA COUNTY COMMUNITY COLLEGE DISTRICT GENERAL INSTRUCTIONS TO BIDDERS (Attachment C)

1. **Definitions:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a. "RFP" means an offer, made in response to a solicitation, to perform a contract for services, labor or to supply goods or materials at a specified price.
  - b. "Bidder" means a supplier who submits a RFP to the District in response to a solicitation.
  - c. "Director of General Services," means the Ventura County Community College District authorized contracting official.
  - d. "District" means Ventura County Community College District..
  
2. **RFP Proposal:** RFP proposals, to receive consideration, should be made in accordance with the following instructions:
  - a. All items on the Bidder submitted Certification of Proposal Form should be filled out. Any pricing numbers should be stated in figures. Pricing information should be without interlineations, alterations or erasures. Any corrections must be noted by affixing, in the margin immediately opposite the correction, the initials of the person signing the RFP.
  - b. Should a Bidder find discrepancies and/or omissions from the documents, or should be in doubt as to meaning, the Bidder should contact the Purchasing Specialist listed in the RFP Packet. All inquiries will be answered in writing and distributed to all Bidders in the form of addenda to the RFP. Neither the District nor its representative will be responsible for any oral instructions. No addenda will be issued later than Five (5) Days prior to the date set for the opening of RFPs. Inquiries affecting RFPs will be answered in writing and distributed to all Bidders in the form of addenda to the RFP.
  - c. All addenda or bulletins issued during the bidding period are to be considered part of the RFP and be included in the RFP proposal.
  - d. Five (5) copies of RFP proposals, enclosed in a sealed envelope, shall be addressed and delivered to Ventura County Community College District Service Center, Attn: Purchasing Department, 761 East Daily Drive, Suite 200, Camarillo, CA 93010, before the time stated in the RFP Packet. Each envelope shall bear the Number of the RFP, Title of the RFP and the Name of the Bidder. **No electronic (e-mail) or fax RFPs or amendments to RFPs shall be accepted.** All RFP proposals must include a signed and dated RFP Form to be eligible for consideration. RFP Form must be signed by a responsible officer of the bidding company in order to be considered.

***It is the responsibility of the Bidder to verify that their RFP has been received by the District's Purchasing Department prior to the RFP opening. Verification of receipt can be made through the Purchasing Specialist listed in the RFP Packet.***
  
3. **Workers Compensation:** Section 3700 of the Labor Code requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code. Bidder must comply with such provisions before commencing the performance of the work of this Contract.
  
4. **References:** Bidder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the RFP.
  
5. **Withdrawal of RFP:** RFP proposals may be withdrawn by the Bidder prior to, but not after the scheduled opening by notifying the Purchasing Specialist listed in the RFP packet. It shall be at the sole discretion of the District to allow Bidder to withdraw a RFP. If evaluation and award of the RFP will be based on award of "all or none" of the items or services, the withdrawal must be for the entire RFP. If the evaluation and award of the RFP will be based on line items, sections, combination of items, the District may consider permitting withdrawal of specific line item(s), sections combinations of items or services.

6. **Award or Rejection of RFPs:** The District reserves the right to reject the RFP of any Bidder(s) who have previously failed to perform properly or to complete on-time contracts with the District. The District also reserves the right to reject any or all RFPs or alternates and waive any informality or irregularity in the RFP.

The RFP shall not be construed to create an obligation on the part of the District to enter into a contract with any firm. This request is an information solicitation of proposals only. This proposal is not intended to nor is it to be construed as a request for formal bids pursuant to any statute, policy or regulation.

7. **Hold Harmless:** The Bidder shall hold the Ventura County Community College District, its officers, agents, servants and employees harmless from liability. The Bidder 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 Bidder further agrees to assume all expenses and damages arising from such claims, suits and proceedings.
8. **Anti-Discrimination:** Bidder hereby certifies that in performing services or providing materials or goods for the District, there shall be no discrimination in hiring or employment practices because of sex, race, color, ancestry age, national origin, disability, disabled veteran status, or religious creed. The Bidder further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.
9. **Invoices and Payments:** Unless otherwise specified, the Bidder shall render invoices for materials, goods and services under the contract to the Ventura County Community College District Service Center, Accounts Payable Department, 761 East Daily Drive, Suite 200, Camarillo, CA 93010. Invoices shall be submitted on a form acceptable to the District under the same firm name as shown on contract. All invoices, packing lists, packages, and shipping notices shall contain the applicable purchase order number. The Bidder shall list separately any taxes payable by the District.
10. **Default by Bidder:** The District shall hold the successful Bidder responsible for any damage, which may be sustained because of the failure or neglect of Bidder to comply with any terms or conditions listed herein. In the event of a breach by the Bidder of any of the provisions in the RFP or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Bidder.
11. **Independence of RFP:** Unless the Bidder is furnishing a joint RFP, by submitting this RFP, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
12. **Participation by Other Public Entities:** Other Community Colleges and/or public entities in the State of California may procure items and/or services off this RFP under the same terms and conditions stated in this RFP.
13. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Bidder shall submit to the Purchasing Specialist, the "Bidder Protest" form within five (5) working days after being notified by the Purchasing Department of the proposed award. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing. The Board of Trustees will not consider protests from Bidders and/or their agents during a public meeting if they have not followed this procedure.
14. **Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
15. **Evaluation Criteria:** The District will evaluate the responses to the proposals based on strength of operations, quality, price and service of existing locations.

During the evaluation, validation and selection process, the District may request meetings with the Bidder to obtain answers to any questions or may request specific answers to questions in writing. The District may require that the Bidder make presentations that are pertinent to the evaluation process.

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT  
RFP BID FORM (Attachment D)**

The undersigned, having carefully examined Notice to Bidders, General Instructions to Bidders and Specifications for **RFP 646, Management of the Ventura County Community College District Bookstores**, hereby proposes to furnish said materials and services in accordance with prices quoted on the attached form.

Proposal prices must be valid for a minimum of a 6-month period after the award of RFP.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

In submitting this Proposal response, the vendor acknowledges receipt of all Proposal Addenda issued. The vendor confirms that this Proposal incorporates and is inclusive of all items or other matters contained in Proposal Addenda.

\_\_\_\_\_ No Addenda Issued  
(Initials)

\_\_\_\_\_ Addenda Number(s) \_\_\_\_\_ received, acknowledged and incorporated in this Bid Proposal.  
(Initials)

## DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Bidder that a drug free workplace will be provided by Bidder by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Bidder's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Bidder connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

In order to comply with legal requirements, the Ventura County Community College District is gathering and updating the affirmative action status of vendors. Please check your company's appropriate code as indicated below (see definitions).

- Minority-owned/Disadvantaged business
- Woman-owned business
- Small business concern
- Disabled Veteran enterprise
- Other
- None of the above

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**  
**AFFIRMATIVE ACTION STATUS CODE DEFINITIONS**

Minority-Owned/Disadvantaged Business

A small business concern which is at least fifty-one percent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least fifty-one percent (51% of the stock of which is owned by such individuals, and whose management and daily business operations are controlled by one or more of such individuals).

Business owners who certify that they are members of named groups (African American, Hispanic Americans, Native Americans, and Asian-Pacific/Asian Indian Americans) are considered socially and economically disadvantaged.

Woman-Owned Business

A business concern that is at least fifty-one percent (51%) owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

Small Business Concern

An independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). Standard Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.01 or in the Federal Procurement Regulations, Section 1-1.701.

Disabled Veteran Enterprise

"Disabled Veteran" means a veteran of the military, naval or air service of the United States with a service-connected disability who is a resident of the State of California. To qualify under this category, certification must be obtained from the Office of Small & Minority Business (OSMB) by completing Form OSMB11 and receiving an approved certification letter from that office. Contact the OSMB at (916) 322-5478 for specific assistance. The District must receive this certification with the bid response.

**Ethnic Groups Key**

African Americans: United States citizens whose origins are in any of the Black racial groups of Africa.

Hispanic Americans: United States citizens whose origins are in Mexico, Puerto Rico, Cuba, Spain, Portugal, Central or South America.

Native Americans: United States citizens whose origins are in any of the original peoples of North America, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians.

Asian Pacific/Asian Indian Americans: United States citizens whose origins are in Japan, China, Korea, Okinawa, Thailand, Taiwan, Cambodia, Laos, Vietnam, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Northern Marianas, India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

# NON-COLLUSION AFFIDAVIT (Attachment E)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, depose and say that I am  
*(Typed or Printed Name)*  
the \_\_\_\_\_ of \_\_\_\_\_,  
*(Title)* *(Bidder Name)*  
the party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_  
*(City, County and State)*

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Name Printed or Typed*

\_\_\_\_\_  
*City, County and State*

( \_\_\_\_\_ )  
*Area Code and Telephone Number*



**CERTIFICATION OF NON-DISCRIMINATION (Attachment F)**

**TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL**

The bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FIRM NAME** \_\_\_\_\_  
(Type or print complete legal name of firm)

**BY** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_  
(Type or print)

**Title** \_\_\_\_\_

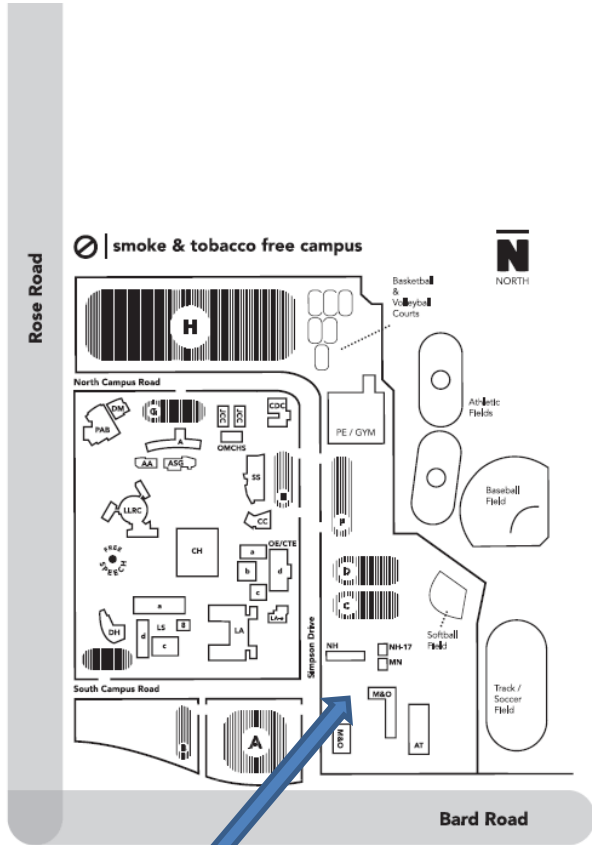
# CAMPUS MAPS (Attachment G)

Moorpark College, 7075 Campus Rd., Moorpark CA 93021



Moorpark M & O

Oxnard College, 4000 S. Rose, Oxnard CA 93030



Oxnard College

W E L C O M E T O O X N A R D C O L L E G E

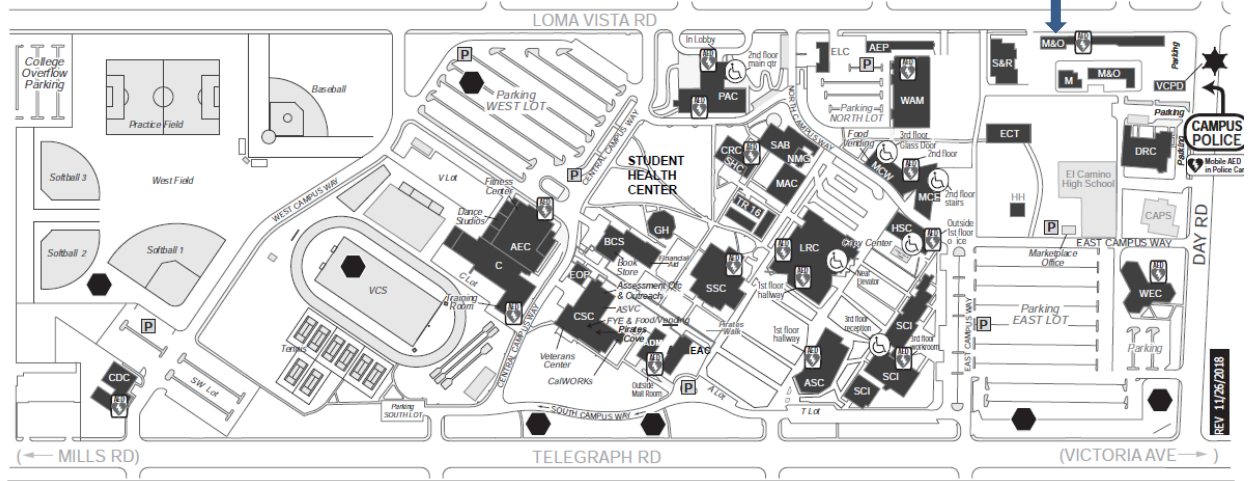
BUILDINGS		SERVICES
ADMINISTRATION	A	Admissions & Records <b>SS</b> (Floor 1)
ADMINISTRATION ANNEX	AA	Assessment <b>SS</b> (Floor 1)
ASSOCIATED STUDENT GOVERNMENT	ASG	Associated Student Government <b>ASG</b>
AUTOMOTIVE TECH	AT	Business Services (Payroll) <b>AA</b> (Floor 2)
CHILD DEVELOPMENT CENTER	CDC	Bookstore <b>OE-d</b>
CONDOR CAFE	CC	CalWORKS <b>SS</b> (Floor 2)
CONDOR HALL (Classrooms + Offices)	CH	Transfer & Career Information Center <b>AA</b> (Floor 1)
DIGITAL MEDIA CENTER	DM	<b>Campus Police</b>   T: 805.678.5805   <b>AA</b> (Floor 1)
DENTAL PROGRAMS	DH	Copy Center / Printing Services <b>OE-d</b>
JCC BUILDING	JCC	Counseling <b>SS</b> (Floor 2)
LETTERS & SCIENCE (Classrooms + Offices)	LS	Educational Assistance Center (DSPS) <b>SS</b> (Floor 1)
at 11-16 ex Faculty Office, Liberal Studies Division Office 4; 1-7	LS-8	EOPS <b>SS</b> (Floor 2)
LIBERAL ARTS (Classrooms + Offices)	LA	Financial Aid <b>SS</b> (Floor 1)
LA: 1-20 LA: Faculty Offices		First Year Experience <b>CH</b>
LIBRARY/LEARNING RESOURCE CENTER	LLRC	Foundation <b>AA</b> (Floor 2)
MAINTENANCE & OPERATIONS	M&O	Free Speech <b>oe</b>
MCNEISH GALLERY	MN	Health Center <b>SS</b> (Floor 1)
NORTH HALL (Classroom + Office)	NH	Herrn Bistro Cafe <b>OE</b> (Room)
OCCUPATIONAL EDUCATION / CTE	OE	Institutional Research <b>AA</b> (Floor 1)
at 1-6 1st Faculty Offices ex 10-12 ex 8,9		Reception / Mailroom <b>AA</b> (Floor 1)
OXNARD MIDDLE COLLEGE HIGH SCHOOL OMCHS		STEM / Project Acabado <b>CH</b>
PERFORMING ARTS BUILDING	PAB	Student Lounge <b>ASG</b>
PHYSICAL EDUCATION / GYM	PE	Tutoring Center <b>LLRC</b>
STUDENT SERVICES	SS	Upward Bound <b>AA</b> (Floor 1)
		Veteran's Center <b>SS</b> (Floor 2)
		Warehouse & Facilities <b>M&amp;O</b>
		Welcome Center <b>SSSP</b> (Floor 1)
		Writing & Reading Center <b>LLRC</b>
		<b>OC Fire Academy &amp; Public Safety</b>
		104 Durley Ave., Camarillo 93010
		T: 805.678.5273
		<b>OC Marine Center &amp; Aquarium</b>
		Channel Islands Harbor Oxnard, CA 93035
		T: 805.985.9801

OC | Oxnard College | 4000 South Rose Avenue Oxnard, CA 93033 | [oxnardcollege.edu](http://oxnardcollege.edu) | 805.678.5800

Ventura College, 4900 Loma Vista Rd, Ventura CA 93003

Ventura College

# VENTURA COLLEGE CAMPUS MAP

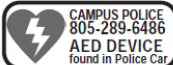


- ADM** ..... Administration (Administration & EAC)
- AEC** ..... Athletic Event Center (Large Gym, Fitness Ctr)
- AEP** ..... Auto Education Program
- ASC** ..... Applied Science Center (Career Ed 2 & Applied Sciences)
- BCS** ..... Bookstore & Campus Services (Financial Aid)
- C** ..... Kinesiology (Small Gym)
- CDC** ..... Orfalea Child Development Center at Ventura College
- CRC** ..... Creative Resources Center & STUDENT HEALTH CENTER
- CSC** ..... Campus Student Center (Assessment Ofc/Outreach, CalWORKS, FYE, Pirates Cove, SEA, Vending, Veterans Res.Ctr.)
- DRC** ..... Day Rd Ctr. (Inst. Effectiveness, Foundation, Police)
- ECT** ..... Environmental/Construction Technology
- ELC** ..... English Learning Center, Testing Center


- EOP** ..... EOPS
- GH** ..... Guthrie Hall
- HSC** ..... Health Sciences Center (Nursing, EMT)
- HH** ..... Head House
- LRC** ..... Library & Learning Resource Ctr (Asst Tech Training Ctr, Tutoring, Copy Center)
- M & M&O** ..... Maintenance & Operations
- MAC** ..... Media Arts Center
- MCE** ..... Multidisciplinary Center East
- MCW** ..... Multidisciplinary Center West (Career Education, Vending)
- NMG** ..... New Media Gallery
- PAC** ..... Performing Arts Center
- SAB** ..... Studio Arts Building
- SCI** ..... Sciences




- SSC** ..... Student Services Center (Admissions & Records, Career Dev Ctr, Counseling, Intd Students, Registration, Student Business Office, Student Connect, Student Info Center, Univ. Transfer Center)
- S&R** ..... Shipping and Receiving
- TR 12-13** ..... Child Dev. Education (Between MAC & SSC Bldg.)
- TR 14-15** ..... Trailer Classrooms (Between MAC & SSC Bldg.)
- TR 16** ..... Nursing Skills Lab (Between MAC & SSC Bldg.)
- VCS** ..... Ventura College Sportsplex
- VCPD** ..... Ventura College Campus Police (Lost & Found)
- WAM** ..... Welding/Auto/Manufacturing
- WEC** ..... Wright Event Center

0 1/8 mile  
0 500 feet



**CAMPUS POLICE**  
805-289-6486  
AED DEVICE found in Police Car

 NORTH

-  **AED** Automatic External Defibrillator Units
-  Emergency Evacuation Chair
-  Assembly Evacuation Area

ABV #vcpride

Ventura College, 4667 Telegraph Rd, Ventura, CA 93003--805-289-6000  
www.venturacollege.edu