

Compton Community College District

1111 E. Artesia Blvd.
Compton, CA 90221
Attention Reuben James
Purchasing Director
310-900-1600 X2110

**REQUEST FOR PROPOSALS
FOR
BOOKSTORE MANAGEMENT SERVICES**

(RFP # CCC- 052)

1. INTRODUCTION

The Compton Community College District (Compton CCD) is seeking proposals from qualified firms in order to establish a contract (“Contract”) through a competitive solicitation for providing Bookstore Management Services.

This Request for Proposals (RFP) describes the scope of services, selection process, and minimum information that must be included in the proposal.

2. Issues REP	Friday, June 8, 2018
Walkthrough	Thursday June 21, 2018
Questions Due	Thursday June 28, 2018
Response to Questions	Monday, July 9, 2018
Proposals Due	Thursday, July 19, 2018
Committee Evaluation	July 23 – 29, 2018
Store Visits	July 30- August 9, 2018
Interviews	August 13-16, 2018
Finalize Contract	August 17- September 10, 2018
Award Contract	Tuesday, September 11, 2018 (Board Meeting)
Transition Planning	September/October 2018
Inventory	Friday, November 2, 2018
New Vendor Start-up	Monday, November 12, 2018

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

Campus Map

<http://www.compton.edu/campusinformation/CampusMap.aspx>

3. PROGRAM BACKGROUND AND DESCRIPTION

The Compton Community College District serves the communities of Compton, Lynwood, Paramount, and Willowbrook, as well as portions of Athens, Bellflower, Carson, Downey, Dominguez, Lakewood, Long Beach, and South Gate. The District is governed by a voter-elected Board of Trustees. Board meetings are held the third Tuesday of each month and are open to the public. The District is located at 1111 E. Artesia Boulevard, Compton, CA, 90221.

The following table shows Full Time Equivalent Student enrollment data for the past three years:

Year	Total FTES
2014-2015	5217
2015-2016	6006
2016-2017	5111

The 1-story 1,284 square foot building was originally constructed in 1952. Following is a summary of the square footage:

Sales - 761 sq. ft.
Office – 368 sq. ft.

Bookstore sales figures per Department for the previous three year periods are included in *Attachment A*.

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

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

4. INFORMATION AND GENERAL REQUIREMENTS

4.1 Program Objectives:

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

4.2 The Scope of Work:

A. During the term of the Contract between the Compton CCD and the Vendor, the

Vendor shall operate the Compton CCD Bookstore in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

- B. The Vendor shall provide Compton CCD with the services and innovation expected of a high-quality Bookstore.
- C. The Compton CCD is seeking to collaborate with a Vendor who has a commitment and record of accomplishing outstanding customer service. As such, the Compton CCD desires a team approach with a Vendor that will provide pleasant and courteous staff members and leaders who are willing to demonstrate professional responsibility to customer service issues.
- D. The successful Bookstore Vendor will be expected to participate in the Compton CCD community by interacting with District staff and students at regular meetings and future planning meetings and by remaining responsive to suggestions, concerns, and the changing needs of students and staff.

4.3 Current Bookstore Hours of Operation:

- A. Vendor shall provide hours of operations currently in effect unless agreed to in writing by the Compton CCD and/or until an amendment is made to the contract. (Hours are subject to change based on the academic calendar and/or campus needs). See *Attachment B* for current hours.
- B. The hours of service shall be posted in a mutually agreed upon place.

4.4 Proposal Preparation and Submission:

- A. Prospective Vendors shall submit sealed written proposals in the form and format as specified in this RFP. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.
- B. Proposals may be withdrawn or amended at any time prior to the closing date and time.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- D. Ownership of all data, materials, and documentation originated and prepared for Compton CCD pursuant to the RFP, shall belong exclusively to Compton CCD and be subject to public inspection in accordance with the California Public Records Act. Trade secrets or proprietary information submitted by the Vendor may be exempt from public disclosure under the California Public Records Act. Any confidential or proprietary data must be clearly marked. If a California Public Records Act request to release any confidential or proprietary information is made against Compton CCD, Compton CCD will notify Vendor of such claim and the date the documents will be released unless the Vendor obtains a court order enjoining such disclosure.

- E. Any costs incurred by the Vendor in the preparation of any information or material submitted in response to this RFP shall be the sole responsibility of the Vendor.
- F. Vendors are not to contact Compton CCD officials including Board members, the President/CEO or any other employee or representative of Compton CCD, other than the person listed below. Contacting Compton CCD officials, employees and/or representatives, other than the person listed below, may result in the disqualification of the Vendor. Questions should be directed to: Reuben James-Purchasing Director, 1111 E. Artesia Blvd. Compton, CA 90221, phone: 310-900-1600 X2110. Replies will be issued by written notice and mailed or emailed to all parties recorded by Compton CCD as having received the RFP documents. Questions received less than five (5) days prior to the RFP due date will not be answered. Only questions answered by formal written notice will be binding.

4.5 Evaluation and Award:

- A. Award will be made to the Vendor who is determined by Compton CCD to best meet the needs and objectives of the Compton CCD community. Vendors are encouraged to propose new innovations. Compton CCD reserves the right to: reject any or all proposals for any reason in its sole discretion, reject any or all proposals if they are, in its sole discretion, judged unacceptable; to waive any technical or formal defect therein; to accept or reject any part of any proposal; and to award the Contract to other than the Vendor proposing the highest commission return according to its own judgment and in Compton CCD's best interest.
- B. Compton CCD will consider a number of factors in evaluating proposals. These factors will include the following, which are more specifically described in Section 7 of this RFP.
 - 1. Minimum Qualifications (7 points)
 - 2. Operations Experience (7 points)
 - 3. Bookstore Service Plan (7 points)
 - 4. Management Plan (7 points)
 - 5. Personnel Procedures and Practices (7 points)
 - 6. Marketing Plan (7 points)
 - 7. Student Relations Plan (7 points)
 - 8. Merchandise Sales (7 points)
 - 9. Fee Proposal (30 points)
 - 10. Reference Checks and Site Visits (7points)
 - 11. Equipment Condition (7 points)
- C. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Compton CCD and/or be invited to meet

with Compton CCD officials for clarification and questions. Compton CCD will schedule the time and location for these presentations. Oral presentations are an option and may or may not be conducted.

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

5. SPECIFIC REQUIREMENTS

5.1 **Company History / Qualifications:**

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

5.2 **Textbook, Reference & Trade Book Offerings:**

- A. The Vendor shall provide course materials including:
 - 1. All required, recommended, and suggested textbooks and course materials – new, used, custom, in editions specified by the faculty or other designated departmental representatives.
 - 2. Digital and e-textbooks strategies.
 - 3. Textbook rental program.
 - 4. Other educational materials and supplies used by the Compton CCD students.
- B. The Vendor must carry any specific supplies as required by instructors or departments.
- C. Vendor shall carry all textbooks during the first eight weeks of a semester. The

Vendor may not begin returning books to publishers until after the eighth week.

- D. In its provision of books, supplies, and materials, the Vendor will prepare a requisition (in a form acceptable to Compton CCD), for each semester, that will be electronically distributed to faculty members with online ordering and tracking available. Compton CCD will make reasonable efforts to see that Vendor's bookstore managers are given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered.
- E. The Vendor shall provide timely delivery of orders submitted by faculty members for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Vendor shall not be responsible for books or other items not being ready for sale to students due to the failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.
- F. The Vendor shall make every possible effort to increase rental and used book sales by retaining used books purchased at Compton CCD if required for the following semester, and by purchasing or acquiring used books from other bookstores and/or companies if necessary, and by providing online ordering and pickup service to students.
- G. The Vendor shall provide for the sale of textbooks and other educational materials required for off-campus courses if requested by Compton CCD.
- H. The Vendor shall provide a description of its plan to assist Compton CCD with compliance requirements of the Higher Education Opportunity Act of 2010, as it may be applicable to the operations of the Bookstore.
- I. The Vendor shall maintain a high-quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of Compton CCD. The Vendor must be responsive to advice relative to the stocking of reference books suggested by Compton CCD faculty members and/or researchers.

5.3 Marketing & Promotions:

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

5.4 Website/Online Sales:

- A. The Vendor shall develop a professional website, via a cooperative effort with

Compton CCD's IT Department, which allows for online purchases. The website must allow students the option of purchasing or renting textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with Compton CCD receiving credit for the sale. The website should also be used as a means to market Compton CCD merchandise and products to students, alumni, parents, prospective students, and others.

- B. The Vendor should demonstrate how they will not compete with a direct to the consumer site, and how they will direct students to the Compton CCD bookstore website.
- C. Credit for all online purchases made by Compton CCD students that are generated by going directly to the Vendor's website in lieu of accessing the Compton Bookstore website shall be included as part of the gross sales.

5.5 Merchandising:

- A. The Vendor shall offer a selection of school and office supplies, memorabilia, spirit items, computer supplies and technical supplies, as well as "soft goods" such as clothing items, hats, scarves, etc., and other quality items following pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
- B. The Vendor must offer a significant depth of emblematic clothing designs and styles as agreed upon. The Compton CCD and the Vendor can mutually agree on the acceptable number of styles and designs that would meet the needs of the campus community.
- C. The Vendor shall provide merchandise donations, and/or gift baskets for various functions that are approved by the Vice President, Administrative Services.
- D. The Vendor shall carry a low volume of candies and salty snacks that match the existing campus pricing for such items. Any new items should be vetted and approved by the Compton CCD.
- E. Compton CCD reserves the right during the term of the Contract to require the Vendor to purchase and serve specific brand soft drinks.
- F. The Vendor shall have exclusive rights to operate the full service Bookstore located at Compton CCD, offering all goods and services normally found in university or college bookstores and any such additional services as may be expressly approved in writing by Compton CCD (such as student IDs, sale of bus passes, and sales of discounted tickets) during the term of the contract. Compton CCD shall grant the Vendor the nonexclusive right to sell Compton CCD licensed products.
- G. Compton CCD reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which Compton CCD considers offensive or inappropriate.
- H. It is important to Compton CCD that the Bookstore's merchandise assortment be tailored specifically to our campus community. Vendors must describe the level of decision making that will be granted to the on-site management team when selecting products to be offered for sale in the Compton CCD Bookstore.

- I. The Vendor is expected to uphold Compton CCD's strong commitment to social responsibility.
- J. The Vendor shall provide special order service and other such sale services, such as class ring, cap, and gown, commencement announcements, as are requested by Compton CCD.
- K. The Vendor shall attend Commencement and offer for sale a variety of grad and alumni gift options. The Vendor will continue to create and provide Grad Packages for students to purchase that contain a variety of merchandise celebrating their achievements. (Compton CCD will provide a sample of Grad Packages currently being offered.)

5.6 Personnel:

- A. Training. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure ongoing staff developmental needs are met.
- B. Adequacy. The Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Vendor, who shall be solely responsible for the payment of their wages and benefits.
- C. Student Part-Time Employees. The Vendor is encouraged to employ Compton CCD students, when possible. Student employees of the Vendor are not to be paid less than the minimum wage as required by California State law.
- D. Employee Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law, including, but not limited to the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program. All material related to personnel policies and procedures of the Bookstore must be available for review by Compton CCD.
- E. Equal Opportunity and Affirmative Action. Compton CCD is committed to Equal Opportunity and Affirmative Action. The successful Vendor shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics..

5.7 Vendor Self Improvement:

- A. In order to determine that superior customer service is being provided to Compton CCD, the Vendor shall conduct specific and continuing programs of inquiry and

evaluation through campus meetings, and “how did we do?” comment cards to determine the level of satisfaction of the students and the Compton CCD community with the Bookstore operations. The results of this inquiry and evaluation process shall be shared with the Compton CCD Bookstore Commission and Compton CCD’s Administrative Services Department on a regular basis.

- B. The Administrative Services may request to meet with the Vendor’s Bookstore Manager on a semester/intersession basis throughout the contract. Thereafter, the Bookstore Advisory Committee may meet as required or needed to evaluate all Bookstore services, focusing on comments and providing information that could result in needed changes or improvements. The Administrative Services may conduct bookstore preference surveys, assist in planning special events, and in general, act as a representative body for the Compton CCD to communicate reaction to the bookstore services.

5.8 Technology:

- A. Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:
 - 1. Textbook and course materials management.
 - 2. Merchandise management.
 - 3. Student financial aid.
 - 4. Campus Debit Card.
 - 5. General/trade book management.
- B. Provide information about your automated point of sale (POS) system for recording, verifying, and reporting sales, including a brief description of automated system features. Indicate what type of backup system or procedures are to be utilized in case the system is temporarily inoperative.
- C. Vendor must be compliant with all applicable laws, rules, regulations, requirements, including but not limited to the following (1) Gramm-Leach-Bliley Act of 1999 (Financial Services Modernization Act) 15 USC, Subchapter I, Sec. 6801-6810 (Disclosure of Non-Public Personal Information) (2) Payment Card Industry Data Security Standards (PCI-DSS), as applicable_(3) 12 C.F.R. 205, Electronic Funds Transfers Regulation E, and Fair and Accurate Credit Transaction Act of 2003 (FACTA) (Fair Credit Reporting Act) (FCRA, 15 U.S.C. 1681 et seq.) as amended by Red Flag Program Clarification Act of 2010 (Pub. L. 111-30). Vendor must provide documentation of compliance each year, as applicable including, but not limited to PCI certification documentation.
- D. Provide summary of Vendor’s data security policies and practices, as well as data breach plan.

5.9 **Bookstore Policies:**

- A. Operating Schedule. The Vendor will be required to operate the Bookstore in the existing Compton CCD Bookstore located in Building R next door to Student Life Office on a 12-month basis, based on Compton CCD's academic calendar, see *Attachment B*. Compton CCD reserves the right, upon consultation with the Vendor, to establish or change the service hours, plans, or other methods of operation of the Bookstore.
- B. The Vendor shall operate according to the following pricing policies:
1. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
 2. Textbook Pricing Policy shall be clearly stated.
 3. All other merchandise shall be marked up to reflect a normal gross profit margin in the university/college bookstore industry or as pre-priced.
- C. Compton CCD may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of Compton CCD's request.
- D. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. Compton CCD and Vendor shall determine the effective date of any such changes in policies.
- E. The Vendor shall provide for charge, sales of books, supplies, and all other merchandise to students, faculty, and staff through appropriate methods and accept Compton CCD Purchase Orders. The Vendor shall also provide for charge, sales to Compton CCD Departments where appropriate.
- F. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with student's welfare in mind to encourage repeat business.
- G. The Vendor shall purchase used books from the students, faculty and others at Compton CCD based on a schedule that is practical and convenient to both the Bookstore and the Compton CCD according to the following policy:
1. If the Vendor has a faculty order indicating that a book will be a course adoption for the following semester, it will pay a mutually agreed upon amount of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
 2. If the Vendor does not have information as to the future use of a book or if the book will not be used the following semester, or will soon be replaced by a revision announced by the publisher, the Vendor shall pay the price listed for the book in a textbook guide which Compton CCD and the Vendor agrees to use for this purpose.

- H. The Vendor shall operate the Bookstore on a mutually agreed schedule that accommodates the academic calendar of the Compton CCD and the needs of our students. Current hours are included in *Attachment B*. Other operating hours may be requested by Compton CCD to accommodate special events, and under such circumstances; the Vendor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be approved by Compton CCD.
- I. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty, and staff of Compton CCD for authorized sales of office, school supplies, and merchandise sold in the Bookstore. These sales shall not be considered a part of gross sales.
- J. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as Compton CCD should reasonably request, and Compton CCD should so request, shall cooperate with the Compton CCD in the Compton CCD's prosecution of such individuals. The Vendor shall notify the Compton CCD Police/Public Safety Department when any such incidents occur.

5.10 Facilities & Equipment:

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

- F. Compton CCD will provide trash removal and extermination services for the Bookstore.
- G. Cleaning services in and around the bookstore are the responsibility of the Vendor.
- H. The Vendor may choose to have phone service brought in with all related costs including, but not limited to, telephone installation costs, telephone billing costs, any pathways, infrastructure, cable or fiber work that are required, and any maintenance at the Vendor's expense.
- I. All internet and related costs shall be the sole responsibility of the Vendor. This includes, but is not limited to, installation costs, billing costs, broadband internet access costs, any pathways, infrastructure, cable or fiber work that are required to satisfy Vendors' internet and/or business automation needs. The terms of Compton CCD's existing internet service do not allow the Compton CCD to provide internet service to any for-profit entity.
- J. Vendor acknowledges that all external internet/telecommunications services terminate in one of two locations (MPoE) on the Campus. Any work required in establishing Vendor's internet connection must be coordinated with Compton CCD's Information Technology Department, so as not to interfere with Compton CCD activities, as determined by the District. The Vendor will provide transport for Vendor's internet connection from the MPoE to the bookstore facility utilizing a single existing fiber pair.
- K. Should Vendor lease phone service from Compton CCD, technical support for those phones would be available during normal business hours by contacting Compton CCD's Help Desk.
- L. It is expected that the Vendor would provide its own support for its internet connection.
- M. Agents and employees of the Vendor working in the Bookstore will be provided access to parking lots utilized by Compton CCD employees under the policies of Parking Services.
- N. The Vendor shall cooperate with Compton CCD Police/Public Safety and other Compton CCD officials in the provision of security for the Bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation. This would include video surveillance systems.

5.11 Financial Requirements & Administration:

- A. The Vendor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance, and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.

- B. The Vendor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
- C. Licenses, Permits, and Taxes:
1. The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the Compton CCD Bookstore operations provided for herein. Compton CCD will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the Compton CCD Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
 2. The Vendor will be granted the right to use Compton CCD's name, logo and seal solely for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to Compton CCD, provided that Compton CCD's name is not used for product endorsement.
- D. The Vendor shall pay to Compton CCD a commission percentage based on gross sales as defined herein. The Vendor shall specify this commission percentage in its proposal.
- E. Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from the bookstore website: less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, computer hardware, eBook readers, discounted faculty/staff sales, pass-through income, bookstore issued scholarship sales, merchandise sales at less than a 20% gross margin such as computer hardware as reasonably determined by the Vendor, and other merchandise mutually designated as not subject to commission. Gross Sales shall include any commissions received by the Vendor from products such as class rings, and commissions received by the Vendor for authorized sales by other companies or organizations on Compton CCD's Bookstore website.
- F. Applicable payments as set in the Vendor's proposal shall be made monthly by the Vendor to Compton CCD and shall be paid within 30 days after the close of the Month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable Contract year and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.
- G. Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to Compton CCD.
- H. Compton CCD shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Vendor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or POS equipment utilized by the Vendor in the Compton CCD Bookstore shall have non-changeable grand totals.

- I. The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the Compton CCD Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and audited by Compton CCD.
- J. On termination of the Contract, commissions will be paid to Compton CCD on sales up to the final day the Bookstore is operated under the Contract. The commission due to Compton CCD for any portion of a Contract year shall be calculated on a percentage basis.

5.12 Purchase of Merchandise & Inventory:

- A. Upon commencement of this contract, the Vendor shall purchase bookstore inventory then currently on hand (except for rental book inventory - see Section 5.3) using the following terms:
 - 1. New Textbooks
 - a. All new textbooks (in quantities not exceeding normal course requirements) will be purchased at last cost except for those that are considered old editions.
 - b. All excess textbooks not accepted for return will be purchased by the Vendor at the current wholesale price.
 - 2. Used Textbooks
 - a. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at last cost except for those that are considered old editions.
 - b. All excess adopted used textbooks will be purchased by the Vendor at the current wholesale price.
 - 3. Trade, Paperbacks, Technical and Reference Books
 - a. All trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old, will be purchased by the Vendor at Compton CCD's cost.
 - b. Books not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
 - 4. School Supplies and General Merchandise
 - a. This category includes all items not previously mentioned, including art, office and general supplies, stationery, greeting cards, etc.
 - b. All of the above supplies and merchandise in clean and saleable condition, up to a six (6) month supply, will be purchased by the

Vendor at Compton CCD's cost.

- c. Items not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
5. The Vendor must buy all existing giftware inventory at the invoice cost.
6. Payment for Inventory
 - a. The Vendor will pay El Camino College Bookstore for all inventory in two equal payments: Fifty percent (50%) within sixty (60) days after the completion of a physical inventory, and fifty percent (50%) within one hundred and twenty (120) days after the completion of that inventory.
- B. Upon the commencement of the Contract, the Vendor and the Compton CCD will perform an inventory of Compton CCD's equipment, which will be used by the Vendor in the Bookstore. The inventory will note the condition of the equipment, as agreed upon by the Compton CCD and the Vendor.
- C. Upon the termination of the Contract, Compton CCD will purchase, or require the replacement vendor to purchase bookstore inventory then on hand from the Vendor upon the same terms as described in subparagraphs 5.12.A (1-6) above.

6. Contract Terms:

In addition to the terms set forth in the RFP, and any other terms as may be agreed to by Compton CCD and the Vendor, the resulting Contract between Compton CCD and the Vendor shall contain the following terms:

- A. Term. The term of the Contract shall commence upon Compton CCD Board approval upon execution with a mutually agreed upon date and continue for a period of five (5) years.
- B. Termination.
 1. For Cause:
 - a. In the event the Vendor fails to carry out or comply with any of the terms and conditions of the Contract, the Compton CCD may, without prejudice to any other right or remedy, serve written notice upon Vendor of intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition or violation shall cease, and/or satisfactory arrangements have been made for the correction thereof, Compton CCD shall have the right to terminate the Contract.
 - b. In such case, it shall be incumbent on the Vendor to continue operation until relieved by a subsequent bookstore service provider chosen by the Compton CCD (not to exceed eighteen (18) months). The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Compton CCD.
 2. For Convenience:
 - a. Either party may terminate the agreement upon eighteen (18) months' written notice prior to the end of the Term.

C. Compliance with Laws. The Vendor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. Compton CCD agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Vendor shall also comply with Compton CCD policies and regulations as may currently and/or in the future pertain to service under the Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

D. Liquidated Damages. The Bookstore shall be implemented and fully operational in accordance with timeline on page 1.. If the Bookstore is not fully operational by this time, it is understood that the Compton CCD will suffer damage. It is agreed that Vendor shall pay to the Compton CCD as fixed and liquidated damages, and not as a penalty, the sum of one- thousand dollars (\$1,000) per day for each calendar day of delay until the Bookstore is fully operational as specified herein. Vendor shall be liable for the amount thereof.

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

E. Indemnification. Vendor agrees to and does hereby indemnify, hold harmless and defend the Compton CCD and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, state or federal government, or other organization, caused by any act, neglect, default, or omission of Vendor, or any person, firm or corporation employed by Vendor, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Compton CCD's property, except for liability for Damages which result from the sole negligence or willful misconduct of Compton CCD or its officers, employees or agents.

F. Promotion. In no instance will the Compton CCD be used by the Vendor in connection with any advertising or promotion without the specific written permission of the Compton CCD.

G. Legal Entity Change: Should a change be contemplated in the name or nature of the Vendor's legal entity, the Vendor shall first notify the Compton CCD in order that proper steps may be taken to have the change reflected in the Contract documents.

H. Insurance Requirements. During the term of the contract, the Vendor and all subcontractors

shall maintain, at their sole expense, minimum insurance coverage as follows:

1. Comprehensive General Liability Insurance including coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Liability at a combined single limit of \$5,000,000 per Bodily Injury and Property Damage, and;
2. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles at a combined single limit of \$5,000,000 per Bodily Injury and Property Damage.
3. In lieu of 1 and 2 above, the Vendor at its option may carry a combination policy including Comprehensive General Liability and Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$5,000,000 per occurrence on Bodily Injury and Property Damage.
4. Workers' Compensation and Employer Liability Insurance providing full statutory coverage.
5. Cyber Liability Insurance of not less than \$5,000,000 to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service

Compton CCD, officers, directors, trustees, volunteers, and employees shall be named as additional insureds.

The insurance shall include waivers of subrogation against Compton CCD and its officers, directors, trustees, volunteers and employees, and provide that the insurance is primary and noncontributing with any insurance that may be carried by Compton CCD. All such insurance shall have deductibility limits reasonably satisfactory to Compton CCD.

Vendor shall furnish Certificate[s] of Insurance to Compton CCD showing the required coverage within 30 days after execution of the Contract or before Vendor takes possession of the Bookstore, whichever is earlier. The Certificate[s] shall provide that Compton CCD shall receive 30 days prior written notice from the insurer in the event of any policy cancellation or termination.

All required insurance shall be carried only with responsible insurance companies licensed to do business in the State of California having a policyholder's rating and size from A.M. Best Company of at least A.

7. The Format of Proposal:

Proposals shall be submitted to the Compton CCD Purchasing Department, located at 1111 E. Artesia Blvd. Compton, CA 90221. Proposals should be sealed and clearly marked "Bookstore Management Services Proposal: Attention Reuben James-Purchasing Director." Proposals are due no later than 5:00 p.m. on the due date by the clock in the Purchasing Department. Vendor shall be solely responsible for ensuring its proposal arrives by the deadline set forth above. Compton CCD shall not be responsible for any issues with mail delivery or circulation. Telephone or electronic submittals will not be accepted.

The proposal shall be bound or provided in a 3-ring binder and contain the numbered Tabs as indicated below. One original, five (5) hard copies, and one (1) pdf copy on a flash drive or CD shall be provided. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each

page clearly numbered on the bottom. The original copy shall be marked "original" and must be wet signed by a person authorized to bind the firm. The front cover shall contain the name of the Vendor and RFP number.

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

Tab #1: Minimum Qualifications:

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

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

Tab #2: Operations Experience:

1. Provide the names of all districts and universities or similar bookstore operations presently operated by your company in California (but a minimum of five (5)). For each operation provide the following:
 - a. Full name and address of the institution.
 - b. The institution's administrative officer's name and title that has been designated as the liaison officer with your bookstore service company. Also, include the name and title of at least one other administrative officer at the institution. Provide the telephone number and email address of each officer.
 - c. The number of years your company has provided continuous service. Include the initial date of the original contract.
 - d. Key personnel involved on the listed campuses.
 - e. Describe the service provided to the institution. (e.g. textbook sales (new/used/rentals). Include photographs, marketing materials, and brands.
 - f. Provide the annual sales total for each service and combined annual sales total for all services your company offers at the institution.
2. Provide a list of all other states in which your firm operates a district, university, or similar bookstore service.

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

Tab #3: Bookstore Service Plan:

1. Describe in detail the overall plan that your company proposes to implement at Compton CCD. This should incorporate your company's plan to address all future bookstore services to the campus. Specific questions and components included in this RFP related to this area should be addressed here.
2. Please include any capital improvements and marketing strategies that would allow your company to stand out among the other applicants.

Tab #4: Management Plan:

1. Submit a profile of all proposed management personnel including their education, training and experience. Also, provide a proposed organizational chart, proposed job descriptions and anticipated salaries over the term of the contract. Please keep in mind Compton CCD's commitment to equal opportunity in business contracts. The Compton CCD reserves the right to select new managers, request the replacement of existing managers and approve all new hires. The manager must be assigned to Compton CCD fulltime and located on Campus. When the manager is not on duty, a supervisor must be assigned and Compton CCD must be notified who the supervisor will be.
2. Submit biographies and locations of local representatives who will support Compton CCD. Please provide examples of how the local representatives will interact with the bookstore management and campus contacts.
3. Describe how complaints will be addressed and resolved.
4. Specific questions and components included in this RFP related to this area should be addressed here.

Tab #5: Personnel Procedures and Practices:

1. Submit a copy of your personnel policies.
2. Provide comparable job descriptions for like jobs and salary schedules.
3. Describe clothing and/or uniforms that are required. If uniforms are required, please provide a picture of uniform.
4. All employees of Vendor, prior to being assigned to work under the Contract shall be fingerprinted and tested free from both tuberculosis and drugs.
5. Specific questions and components included in this RFP related to this area should be addressed here.

Tab #6: Marketing Plans:

1. Submit a proposed marketing plan or outreach to Compton CCD students, faculty and staff.
2. Provide a list of promotions that will be provided during the academic year.
3. Specific questions and components included in this RFP related to this area should be addressed here.

Tab #7: Student Relations Plan:

1. Submit a proposed plan to increase student interaction, especially with student government and special campus activities.
2. Specific questions and components included in this RFP related to this area should be addressed here.

Tab #8: Merchandise Sales:

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

Tab #9: Fee Proposal:

1. Compton CCD will consider payment in a variety of approaches and acknowledges the overall package presentation. **Specificity is required with regard to how income will be provided to the Compton CCD.**
 - a. Will your company provide periodic rent payment (monthly, quarterly, annually)?
 - b. Will payment be based on a percentage of sales (retail or other)?
 - c. How will income be dispersed during heavy sales periods (beginning of the semester), moderate sales periods (middle of the semester) and slow sales periods (holiday break periods or summer school)?
 - d. How will payment to Compton CCD change as additional services become available?
2. Specific questions and components included in this RFP related to this area should be addressed here.

Tab #10: Reference Checks and Site Visits:

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

Tab #11: Equipment Condition:

1. As part of the proposal response, the Vendor shall address any deficiencies in the existing facilities and equipment. The Vendor may be requested to include a listing of any permanent equipment to be purchased and/or remodeling of facilities necessary to implement the proposed bookstore services. While the cost and provision of these items are not to be included in the base proposal, they will be considered during the review of proposals and addressed during Contract negotiations. Specific questions and components included in this RFP related to this area should be addressed here.

Certifications and Assurances:

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

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

Signature of Proposer

Company Name

Name & Title

Date

Compton Community College District

PROPOSAL and CONTRACT AWARD:

The undersigned hereby offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions as specified in RFP #CCC-052. Submittal of this document with authorized signatures signifies complete understanding and compliance with said terms and conditions and verifies that all goods are available and services established at the time of RFP submittal.

Proposal:

Company Name

Typed or Printed Name

Address

Title

City State Zip

Signature

Telephone

Date

Fax

Email & Website

Contract Award: (To be used by Compton CCD to make an award to the selected contractor)

Contract for Bookstore Management Services for Compton Community College District is hereby awarded to the party identified above, to be effective _____. The terms and conditions of the RFP (as may have been amended prior to this date) and the Vendor's response thereto shall govern this agreement.

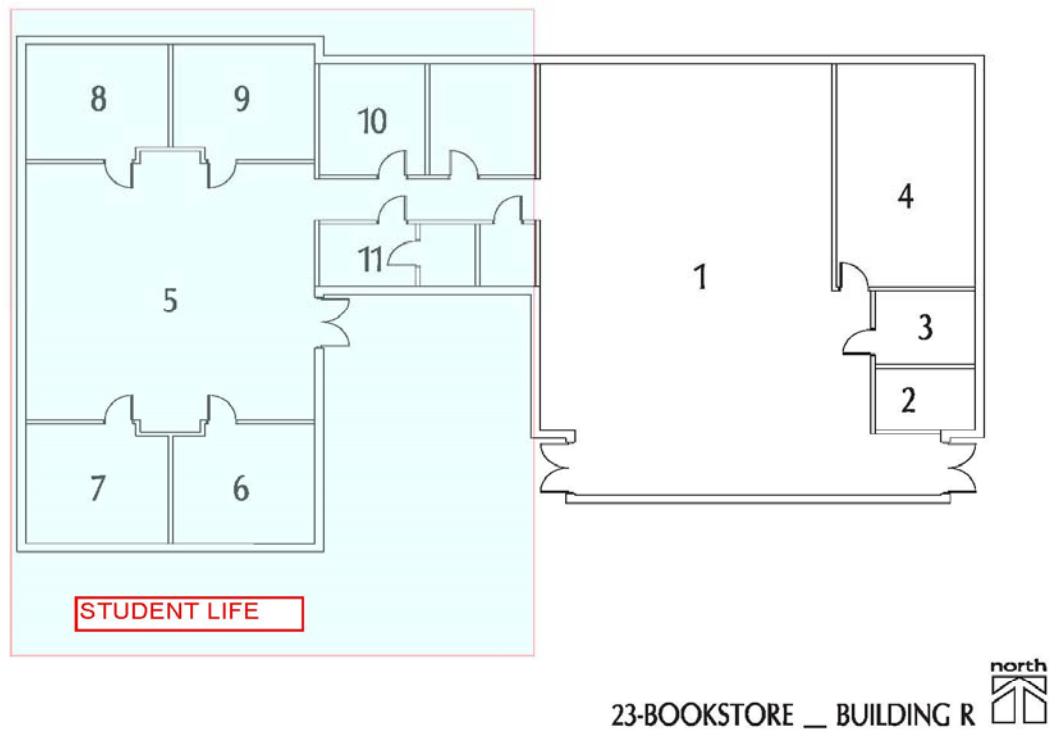
Reuben James
Director, Purchasing
Compton Community College District

Date

ATTACHMENT A

Department	FY 13-14 Total Sales	FY 14-15 Total Sales	FY 15-16 Total Sales
New Textbooks	\$ 2,762,874	\$ 2,728,649	\$ 2,738,571
Used Textbooks	1,005,646	932,121	872,774
Trade/General Books	17,696	17,537	21,079
General Supplies	212,843	220,761	251,979
Giftwares	96,447	101,192	101,403
Cards/Posters	4,145	5,366	4,902
Clothing/Accessories	157,025	159,087	148,046
Confectionary	15,809	16,167	20,830
Electronics	40,104	46,999	50,764
Arts/Drafting	150,328	152,407	162,362
Store Operations Misc	2,328	-	-
Textbook Rentals Sales	19,949	63,167	43,462
	<u>\$ 4,485,195</u>	<u>\$ 4,443,453</u>	<u>\$ 4,416,171</u>

ATTACHMENT B



BOOKSTORE HOURS – Spring 2018

Monday – Thursday	8:00 a.m. – 6:00 p.m.
Friday	8:00 a.m. – 2:00 p.m.
Saturday	Open Select Saturdays