COAST COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS #2025

FOR THE OPERATION OF
THREE COMMUNITY COLLEGE BOOKSTORES

PROPOSALS DUE:

By 4:00 p.m. (PST) - January 17, 2014

Coast Community College
Attn: John Eriksen
Purchasing Department
1370 Adams Ave
Costa Mesa, CA 92626

www.cccd.edu
Coast Community College District

Notice is hereby given that Coast Community College District, acting by and through its Governing Board, hereinafter referred to as the “District”, will receive up to, but not later than 4:00 p.m. on Friday, January 17, 2013, sealed proposals for the award of the following contract:

Operating Agreement
for the Coast Community College District's
Three College Campus Bookstores

The College Bookstores Are Located At:

<table>
<thead>
<tr>
<th>Golden West College</th>
<th>Coastline Community College</th>
<th>Orange Coast College</th>
</tr>
</thead>
<tbody>
<tr>
<td>15744 Goldenwest Street</td>
<td>11460 Warner Avenue</td>
<td>2701 Fairview Road</td>
</tr>
<tr>
<td>Huntington Beach, CA 92647</td>
<td>Fountain Valley, CA 92707</td>
<td>Costa Mesa, CA 92626</td>
</tr>
</tbody>
</table>

Such proposals shall be received at the location specified below:

Coast Community College District, Purchasing Department, Attention: John Eriksen, Director of Purchasing, 1370 Adams Avenue, Costa Mesa, CA 92626.

*PROPOSAL SUBMISSIONS AND REQUESTS FOR PROPOSAL DOCUMENTS MUST BE SENT TO:*

<table>
<thead>
<tr>
<th>John Eriksen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Purchasing</td>
</tr>
<tr>
<td>Coast Community College District</td>
</tr>
<tr>
<td>1370 Adams Avenue</td>
</tr>
<tr>
<td>Costa Mesa, CA 92626</td>
</tr>
</tbody>
</table>

Upon request, interested or prospective proposers will receive a proposal package. Request for Proposal may be obtained from the Office of the Director of Purchasing at the address above.
I. BACKGROUND AND SCOPE OF THE PROJECT

Proposals are sought for the operation of the bookstores for three College campuses within the Coast Community College District (hereinafter known and referred to as the “District”). This RFP is part of a competitive procurement process to award a contract based upon determination of the best combination of quality, service, price, management, and return to the District. The District reserves the right to investigate the financial status, technical experience, past record, and any other information about a potential Proposer as deemed pertinent by the District. The purpose of this Request for Proposals is to facilitate the recruitment and selection of the most qualified vendor that will provide exceptional quality management and operation of the District’s three bookstore operations.

Brief Description of Each College:
A) Golden West College is a two-year community College established in 1965. The College operates on a sixteen-week semester system, including a January intersession and summer session. The College employs approximately 125 full-time faculty, 416 part-time faculty, 166 classified staff and has a student enrollment of approximately 15,900 students annually. The College catalog is available online at http://www.goldenwestcollege.edu.

B) Coastline Community College is a two-year community College established in 1976. The College operates on a sixteen-week semester system, including a January intersession and summer session. The College offers sixteen and eight-week courses during each semester. The College employs approximately 44 full-time faculty, 325 part-time faculty, 155 classified staff, and has a student enrollment of approximately 14,500 students annually. The College catalog is available online at http://www.coastline.edu.

C) Orange Coast College is a two-year community College established in 1947. The College operates on a sixteen-week semester system, including a January intersession and summer session. The College employs approximately 215 full-time faculty, 543 part-time faculty, 338 classified staff and has a student enrollment of approximately 26,630 students annually. The College catalog is available online at http://www.orangecoastcollege.edu.
Proposed Term of Bookstore Operating Agreement: The District intends on awarding a Bookstore Operating Agreement to the selected proposer for the period JULY 1, 2014 to JUNE 30, 2019.

II. CURRENT BOOKSTORE STAFFING

The District's Golden West College Bookstore, Coastline Community College Bookstore, and Orange Coast College Bookstore are presently operated through an operating agreement between the District and Follett Higher Education Group, Inc. This agreement expires on June 30, 2014.

The current operating agreement provides for the current operator of the bookstores to pay for all costs for District Classified Employees working at the bookstores, as follows:

A) Golden West College (GWC) employs two (2) full-time classified staff, one (2) half-time classified staff and three (3) 47.5% part-time classified staff at the GWC Bookstore. The total annual cost for these employees, including salary and benefits, for the 2012-2013 fiscal year (July 1 - June 30) was $242,498.49. One of the part-time classified positions is presently vacant, but may be filled during the term of the Operating Agreement.

B) Coastline Community College (CCC) employs four (4) full-time classified staff at the CCC Bookstore. The total annual cost for these employees, including salary and benefits, for the 2012-2013 fiscal year (July 1 - June 30) was $314,319.10

C) Orange Coast College (OCC) employs four (4) full-time classified staff at the OCC Bookstore. The total annual cost for these employees, including salary and benefits, for the 2012-2013 fiscal year (July 1 - June 30) was $301,380.95.

The District requires that each Proposer acknowledge in writing that the Proposer understands that it will be responsible for reimbursing the District for all costs for salary, benefits, and for periodic increases in such costs, for each of these employees during the term of the agreement. The Proposer awarded this contract shall not be required to reimburse the District for any classified position during any period where such a position may be vacant, until such time that the position is filled with a classified employee.

III. CURRENT BOOKSTORE OPERATIONS AND SALES VOLUME

Due to the economic downturn within the State of California, the District's enrollment counts had declined over the past five years. However, in light of the recent economic recovery and recently enacted legislation, the District is aggressively increasing enrollments, with a targeted growth of no less than 6% increase of enrollment during this academic year. The District expects enrollment growth to continue between 3% to 5% or more annually during the proposed term of the Bookstores Operating Agreement.
A) The GWC Bookstore is located just off the quad area of the campus and occupies approximately 9096 square feet of space. Hours of operation are typically between 8:00 a.m. to 9:00 p.m., Monday through Friday, and some Saturdays, or such hours that may be deemed acceptable by the Golden West College President or designee.

GWC Bookstore Annual Sales

The gross annual sales of the GWC Bookstore for the periods indicated are as follows:

- July 1, 2010 - June 30, 2011 $2,556,224
- July 1, 2011- June 30, 2012 $2,565,217
- July 1, 2012 - June 30, 2013 $2,730,217

B) The CCC Bookstore is located on the first floor of the main College Center at 11460 Warner Avenue, Fountain Valley, California, and occupies approximately 4300 square feet of space. Hours of operation are typically between 8:00 a.m. to 9:00 p.m., Monday through Friday, and some Saturdays, or such hours that may be deemed acceptable by the Coastline Community College President or designee.

CCC Bookstore Annual Sales

The gross annual sales of the CCC Bookstore for the periods indicated are as follows:

- July 1, 2008 - June 30, 2009 $2,133,257
- July 1, 2009 - June 30, 2010 $1,824,840
- July 1, 2010 - June 30, 2011 $1,618,877
- July 1, 2011- June 30, 2012 $1,466,918
- July 1, 2012 - June 30, 2013 $1,562,085

C) The OCC Bookstore is located in the main quad area of campus, and occupies approximately 8000 square feet of space. Hours of operation are typically between 8:00 a.m. to 9:00 p.m., Monday through Friday, and some Saturdays, or such hours that may be deemed acceptable by the Orange Coast College President or designee.

OCC Bookstore Annual Sales

The gross annual sales of the OCC Bookstore for the periods indicated are as follows:

- July 1, 2008 - June 30, 2009 $7,232,502
- July 1, 2009 - June 30, 2010 $6,259,550
- July 1, 2010 - June 30, 2011 $5,711,164
- July 1, 2011- June 30, 2012 $5,408,532
- July 1, 2012 - June 30, 2013 $5,153,209

IV. ANNUAL COMMISSION PAYMENTS

In consideration of an exclusive contract to provide the District with its bookstore
operating services, the Proposer must provide a commission payment proposal. This proposal may include a guaranteed minimum payment and must specify in detail any additional guarantees or other considerations as an element of the proposal. Specify terms in exact detail including minimum guarantee (if proposed) and any other consideration to be offered. The Proposer is required to provide a detailed description of all limitations, exclusions, and exceptions to any proposed commission or payments offered to the District.

V. BOOKSTORE SERVICES REQUIREMENTS AND OPERATIONS

The bookstore operator shall be responsible for managing and operating three comprehensive bookstores at the District's Colleges in strict accordance with the requirements specified in this Request for Proposals and any subsequent Bookstore Operating Agreement entered into between the DISTRICT and the PROPOSER. The following is a general summary of the services that shall be provided by the bookstore operator:

A. The PROPOSER shall be responsible for all costs of operating the bookstore, including, but not limited to, the following items:

1. All merchandise inventory, including electronically retrievable materials, and schedule of inventory costs.

2. All equipment and fixtures not provided by the DISTRICT and necessary to operate the bookstore. PROPOSER shall enclose with the proposal descriptive drawings and/or photos of proposed internal layout and design appearance of each campus bookstore. PROPOSER shall acknowledge that it shall be solely responsible for all costs associated with DISTRICT bookstore improvements. Any such improvements made by PROPOSER shall become DISTRICT property upon the expiration or termination of the Bookstores Operating Agreement.

3. Maintenance, in proper condition and repair, of any DISTRICT provided bookstore furniture, fixtures and equipment used by the PROPOSER. PROPOSER shall agree to cooperate with, and coordinate any maintenance or improvement activity with the college where such activity is occurring.

4. Maintenance of the wall-mounted fire extinguishers at least once each fiscal year and providing the DISTRICT with necessary documents of proof thereof.

5. Cleaning of the office, display/merchandising and receiving/warehousing areas.

6. Maintenance of providing clean, dry floors in the service areas at all times.

7. All utilities, telephone and computer access expenses. DISTRICT or each of its Colleges may establish a fixed monthly rate for utilities provided to
the bookstores through the District and/or its Colleges.

8. All taxes and insurance costs.

9. Extermination and pest control services.

10. All vehicle and transportation costs required for the bookstore operations.

11. All office and operating supplies.

12. All advertising and promotional costs.

13. Removal of all trash/garbage to District-provided trash receptacles.

B. The PROPOSER shall also be solely responsible for:

1. All labor costs, Social Security tax, and unemployment insurance, for PROPOSER’S personnel.

2. All salaries, wages, and employment benefits payable to or on behalf of the PROPOSER’S employees. All employees (including students) shall be employed in the PROPOSER’S own name, and the PROPOSER shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.

3. PROPOSER shall hire, whenever possible, DISTRICT’S College students for both part-time and temporary positions, and shall take into consideration academic commitments of student employees in scheduling responsibilities and hours.

4. PROPOSER shall pay its employees no less than the minimum wage established for each worker by any applicable law, take all necessary precautions for worker safety, and provide emergency first aid required by any applicable law.

5. PROPOSER shall consult with the District or the specific College involved with respect to the appointment, service, transfer, and dismissal of all PROPOSER management personnel serving on campus. All PROPOSER personnel shall be subject to DISTRICT facilities rules and regulations, and shall be subject to exclusion from the DISTRICT for personal behavior violating such rules and regulations. PROPOSER'S personnel shall be subject to exclusion from all DISTRICT property, at the request of the DISTRICT, when PROPOSER's personnel commit serious violations or for conduct inimical or offensive to the interest of the DISTRICT or its students.

C. PROPOSER'S Operating Hours Shall Align with College Instructional Terms.
The PROPOSER shall confer with the DISTRICT and/or its Colleges when establishing and maintaining bookstore hours to adequately serve day and night students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be discussed by both parties, including days that the bookstore shall be open before each instructional term, with DISTRICT retaining final authority for defining hours of operation.

D.

1. PROPOSER shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty, and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards. PROPOSER shall provide also for charge sales to each of the DISTRICT's Colleges, on their own accounts, payable thirty (30) days from statement date. PROPOSER shall accept personal and College checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate identification.

2. PROPOSER shall establish an accounting system whereby students in special categorical programs may purchase books with charges billed to a categorical program directly.

3. PROPOSER shall accept financial aid bookstore vouchers.

4. PROPOSER shall be able to integrate with each Colleges' SCT-Banner information system.

E. PROPOSER shall provide to every person purchasing a textbook during instructional terms a brochure describing the bookstore policies and procedures.

F. PROPOSER shall provide on-line bookstore services for students and staff.

G. PROPOSER shall provide merchandise bags printed with the College logo. These bags may also have the PROPOSER’S name and logo.

H. PROPOSER shall maintain an inventory system for new and used textbooks that will promote service to faculty and maximize the number of used books for students. Inventory system and results shall be available for review by the DISTRICT at the DISTRICT’S discretion.

I. PROPOSER shall specify in its proposal its textbook order/reorder process and its methods for notification to College of out-of-stock and out-of-print titles in a timely manner.

J. PROPOSER shall provide College with records, if requested, for a monthly report that shall include the total gross sales, net sales and fee income. PROPOSER shall maintain accurate, complete and separate books of account according to accepted standards of accounting, reflecting its operations on a fiscal year basis (July 1 – June 30), together with appropriate supporting data and documents. These books will be made available for audit by the DISTRICT Auditors, and/or DISTRICT or
College representatives.

K. PROPOSER shall assume sole responsibility for damage or losses regardless of cause, to any and all property of the PROPOSER located in or on DISTRICT property.

L. Upon termination or expiration of the Operating Agreement, PROPOSER shall vacate all parts of DISTRICT’S premises occupied by it, and shall restore the same to the DISTRICT in the same condition as when originally made available to PROPOSER, reasonable wear and tear expected. PROPOSER and DISTRICT shall jointly conduct a closing inventory and PROPOSER shall replace or repair all lost, damaged, or destroyed District-supplied equipment or other assets. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to DISTRICT.

VI. EXCLUSIVE FRANCHISE

The successful Proposer shall be, during the duration of his contract, the only authorized bookstore on the College campuses. The DISTRICT will cooperate with the Proposer and use its highest offices to prevent or discourage unauthorized competitive activities, unless excepted by the Operating Agreement. Occasionally, campus or student groups may request authorization to conduct used book sales to raise funds for their programs; the College will consult and coordinate with the PROPOSER prior to authorizing these events.

VII. TECHNOLOGY CAPABILITIES

The Coast Community College District has implemented SunGard Higher Education's entire Banner administrative suite of student, financial aid, finance, HR, and advancement systems support. Banner is a tightly integrated suite of proven, scalable applications on a single database. The Unified Digital Campus combines a premier administrative solution with portal, integration, information access, content management, and academic solutions. Internet technologies allow for a personalized user experience and the architecture supports interoperability across disparate systems within the institution and beyond.

The PROPOSER shall specify in the proposal their experience and background in working with “Banner” systems to implement registration integrations of Bookstore services to student and faculty. The response should include examples of successful integration of bookstore services that include the on-line purveyor of new and used textbook and related supplies as well as how the on-line bookstore system will integrate with banner. The proposal should also describe the Proposer’s technology resource such as staff, hardware and software.

DISTRICT'S College book adoptions are selected by faculty, subject to campus policies. Please provide a description of a successful implement of an adoption system that addresses the District's model for on-line adoptions. The on-line adoption system should include the following features:
When considering text, the system should include the purchase price (the actual cost to student) for both new and used textbooks.

- The system should also note if text under consideration are currently adopted by other faculty members.
- Last adoption date

The proposer should provide documentation of flexibility in point-of-sale system to accommodate third-party system such as the Blackboard Transaction System and/or other systems that offer institutional transaction integration.

VIII. BOOK AND OTHER MATERIAL PRICES

All Proposers shall specify in their proposals the proposed retail selling price structure for the following items:

- Textbooks—New
- Textbooks—Used
- Trade books—paperback
- Trade books—hardbound
- School supplies
- Art Supplies
- Electronic Text Materials
- Clothing
- Miscellaneous Items
- Photography Supplies
- Insignia Items
- Soft goods
- Novelties
- Duplicated Syllabi
- Other (specify)
- Site License / Electronic Keys
- Electronics

Proposals shall indicate for each of the above items what maximum percentage of the sale price shall be the Proposer’s gross profit (i.e., 30% maximum profit percentage means that the maximum selling price will be the net cost of the item divided by 0.70).

Proposals must also indicate whether any other charges will be added when calculating the selling price.

Pre-priced paper books will be sold at the price indicated thereon or for less.

Thirty (30) days prior to the beginning of any academic year of operation, the markup of any merchandise or services covered by any portion of this contract may be renegotiated provided the PROPOSER can prove to the satisfaction of DISTRICT that costs have increased by that percentage or more during the preceding one-year period. If satisfactory negotiations cannot be consummated, there is nothing in this paragraph that will prohibit either the PROPOSER or DISTRICT from terminating the contract.

/ - - - - - - - - - - - - - - THIS PART INTENTIONALLY LEFT BLANK - - - - - - - - - /
The PROPOSER shall specify in the proposal the percentage of discount offered on items purchased by the:

- **District or its Colleges (Entity)**: __________%  
- **Faculty & Staff**: __________%  
- **Student I.D. Card Holder**: __________%  
- **Other (Proposer defined)**: __________%

This discount shall not apply to the purchase of textbooks. Proposals shall clearly specify if other items are not subject to this discount.

**X. BOOK BUY BACKS AND LIMITATIONS**

The following is the current book buy back policy. At a minimum, the PROPOSER shall be required to maintain this policy. Proposals shall indicate whether vendor offers to maintain this policy or what improvements are offered. PROPOSER shall state what limitations, exclusions, or exceptions are applicable to Book buybacks.

Currently the bookstores purchase used books from students year round during regular store hours. Buy back quantities from students have priority over order quantities for new stock from the publishers or wholesalers. The buyback value, for books in resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of retail price. The buyback value for all other books is, dependent on condition, at current wholesale market pricing. Stack buying, at the buyback counter, is not allowed. Buy back values are stated for each title at the buyback counter. The policy is to buy any textbook for which there is resale market value.

**XI. DISTRICT RESPONSIBILITIES**

A. The DISTRICT shall:

1. Provide an academic calendar for each College for the guidance of the PROPOSER prior to the beginning of each fiscal year (July 1).
2. Provide, as mutually agreed, current facilities reasonably required by the PROPOSER for the efficient operation of its bookstore.
3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring), and in coordination with the PROPOSER.
4. Be responsible for and assume the costs of the following:  
   a) Providing the existing building space for bookstore operations.  
   b) Providing outside trash bin and trash collection services.
5. Provide janitorial and grounds maintenance coverage of the areas outside of the bookstores.
6. Provide all building replacement lamps required within the bookstore areas.

7. The DISTRICT shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore. The District and its Colleges each retain the right to market products with the District or each College logo, name, or trademarked or copyrighted phrases or slogans, independent of the sale of such items within the College bookstores.

8. The DISTRICT shall notify the PROPOSER of estimated and actual class enrollment figures and work with PROPOSER to implement a responsive procedure for notification of class cancellations, over enrollments, etc, as soon as possible.

XII. QUALIFICATION OF VENDOR

All Proposers shall complete the Proposer’s Qualification’s and Signature Form (see Attachment A) and shall provide all other information requested throughout this RFP.

XIII. EVALUATION OF PROPOSALS

DISTRICT and College staff will evaluate all proposals received and recommend award of the proposal that best serves the interest of the DISTRICT and Golden West College. The evaluation process will include, but will not be limited to, DISTRICT'S consideration of the following criteria:

A. The thoroughness of the PROPOSER in response to this Request for Proposals.
   (0 - 10 Points)

B. The recent documented experience of the PROPOSER in successfully operating a bookstore program of the type described in this Request for Proposals.
   (0 - 20 Points)

C. The general appeal of all aspects of the proposed bookstore operations.
   (0 -10 Points)

D. The financial condition and stability of the PROPOSER.
   (0 - 20 Points)

E. The physical improvements that the PROPOSER intends to make in improving the District's bookstore facilities.
   (0 - 5 Points)

F. The commission payment structure proposed by the PROPOSER.
   (0 - 20 Points)

G. The references materials provided.
   (0 - 10 Points)

H. Other relevant evidence submitted by PROPOSER, including, but not limited to, DISTRICT student-centered service ideas, distributive bookstore support to satellite
locations, and related innovations offered by the Proposer (if any).  
(0 - 5 Points)

The DISTRICT, after reviewing all proposals, may select a limited number of finalists for interview by a selection committee.

**XIV. WITHDRAWAL OF PROPOSALS**

No Proposer may withdraw any bid for a period of ninety (90) days from the due date for the submission of the proposals submitted in response to this RFP.

**XV. INSURANCE**

The PROPOSER shall provide at no expense to the DISTRICT, general liability hazards insurance which shall include:

A. Operations, contractual, and protective liability subject to the following limits:

$1,000,000 Employer’s Liability Insurance per accident limit for bodily injury and property damage liability; $1,000,000 for each accident or death; $500,000 comprehensive automotive liability; $100,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.

B. Worker’s compensation insurance covering all PROPOSER’S employees connected with the performance of the bookstore operations.

The PROPOSER shall require any sub-Proposer or assign to maintain insurance of the same kind and the same amount. These policies shall name the DISTRICT, its Board of Trustees, and the District and each College's officers, agents, employees, and volunteers, as additionally insured, and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interest clause in respect to liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.

**XVI. EVALUATION OF SELECTED PROPOSER'S SERVICES**

A. The selected PROPOSER’S management shall meet with DISTRICT representatives on a monthly basis or as requested by the DISTRICT or any of its Colleges, for purposes of promoting service and efficiency, discussing planned changes, correcting problems, or for service evaluations.

Each College's Vice President, Administrative Services, or his/her designee will be the liaison and contact person for the PROPOSER in all dealings of the operation of
the bookstore. Any issues that may arise between the PROPOSER and the DISTRICT will be resolved to the mutual satisfaction of both parties. In the event that such a solution is not attainable, the final determination will rest with the Vice President, Administrative Services, of the applicable College.

B. The DISTRICT and its Colleges each reserve the right to have designated representatives review, inspect and evaluate the operation and condition of the bookstores at any time, with respect to the quantity and quality of merchandise, the methods of service, the prices, the hours of service, and generally with respect to the safety, sanitation and maintenance at levels satisfactory to the DISTRICT.

C. The DISTRICT reserves the right to request its auditor to examine the PROPOSER’S records.

D. Preparation of Proposal Documents

I. Each proposal shall not contain more than thirty (30) pages, excluding front, back covers and tabs, and financial documentation. Proposals containing more than thirty (30) single-sided pages or fifteen (15) double-sided pages will not be considered. It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. Any proposal submitted after the submission deadline shall be returned to the proposer unopened.

II. Signature. The proposal must be signed in the name of the PROPOSER and must bear the signature of the person authorized to sign proposals on behalf of the PROPOSER.

III. 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 or improperly mislead the District in the evaluation of the proposal. Proposals shall be clearly marked or labeled as being in response to Coast Community College District RFP #2025.

IV. 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.

V. Examination of Request for Proposal Documents. PROPOSERS shall thoroughly examine the contents of this RFP. The failure or omission of any PROPOSER to request, receive, or examine any document, form, instrument, or other document during proposal preparation shall in no way relieve the PROPOSER from obligations with respect to this RFP or to the subsequently awarded contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. If the PROPOSER discovers any ambiguity, conflict, discrepancy, omission or other errors on the RFP, he 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 PROPOSERS submitting proposals in response to this RFP, without divulging the source of the request for same.

VI. Assumption of Risk. If a PROPOSER fails to notify DISTRICT of an error in the RFP before the date scheduled for submission of proposals, or of an error which reasonably should have been known to him, he shall submit the proposal at his own risk. If a contract is awarded to the PROPOSER, he shall not be entitled to additional compensation by reason of the error or its subsequent correction.

VII. DISTRICT 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 DISTRICT, such action shall serve its best interests and those of the tax-paying public. Proposers are encouraged to submit their best prices in their proposals. DISTRICT intends to negotiate only with the proposer(s) whose proposal most closely meets DISTRICT'S needs.

VIII. Confidential and Proprietary Information. All proposal materials received relative to this RFP will be kept confidential until such time an award is made or the RFP is canceled. At such time, all materials received must be made available to the public, excluding financial documents deemed confidential. If any part of any proposer's proposal is proprietary or confidential, the proposer must so identify and so state. However, any information that must be used by DISTRICT to aid in proposal selection must not be restricted from the public. DISTRICT 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.

IX. Addenda. DISTRICT may modify this RFP before the date scheduled for submission of proposals by issuance of an addenda to all parties who received the 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.)

X. Modification of RFP Response. PROPOSER's submitted 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.

XI. Withdrawal of Proposals. Submitted proposals may be withdrawn by submitting a written request to DISTRICT at any time before the date scheduled for proposal submission. The PROPOSER may thereafter submit a new proposal before the proposal submission date.
XII. Rejection of Proposals. DISTRICT reserves the right to reject any or all proposals received in response to the RFP or to negotiate separately with any PROPOSER when it is determined to be in the best interest of the District to do so.

XIII. Misunderstandings. The RFP documents will be clarified by DISTRICT upon written request from a proposer. CCCD's decision shall be final for all matters relating to the interpretation of the RFP documents.

XIV. Cost of Preparation of Proposals. Costs for developing responses to this RFP are entirely the responsibility of the PROPOSER and shall not be chargeable to DISTRICT.

XVII. TERMINATION

A. In the event the PROPOSER fails to carry out or comply with any of the terms and conditions of this RFP or any subsequent Operating Agreement, the DISTRICT reserves the right to demand the remedy of any failure or default to be completed within ten (10) days.

B. In the event that the PROPOSER fails to remedy the failure or default within the specified period, the DISTRICT, after consultation with each College, shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the PROPOSER to continue operation until relieved by a subsequent bookstore operator chosen by the DISTRICT (not to exceed ninety (90) days).

C. In the event that the PROPOSER fails to maintain and keep in force general liability insurance and worker’s compensation insurance, the DISTRICT shall have the right to cancel and terminate this agreement forthwith and without notice.

XVIII. PLACE AND DATE OF BID SUBMITTAL

PROPOSALS MUST BE RECEIVED AT THE OFFICE OF COAST COMMUNITY COLLEGE DISTRICT:

- NO LATER THAN -
FRIDAY, JANUARY 17, 2014 AT 4:00 P.M.

Please submit (1) original proposal, three (3) copies of the proposal in response to Coast Community College District RFP #2025, and (1) complete electronic copy, including financials (on CD or flash drive) to:

John Eriksen
Director of Purchasing
Coast Community College District
1370 Adams Avenue Costa
Mesa, CA 92626 (714) 438-4680
jeriksen@mail.cccd.edu
NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

__________________________, being first duly sworn, deposes and says that he or she is ____________ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

__________________________
Signature & Date

__________________________
Printed Name & Title
Attachment A

Proposer’s Qualification and Signature Form

In addition to a complete response to this RFP, and a proposed Bookstore Operating Agreement, the Proposer is required to also provide the following information:

1. Name of company, address and phone number.

2. Federal identification number of license to provide services.

3. Statement of philosophy of operation and service levels.

4. Size of company (e.g., staffing, net worth).

5. A detailed description of the company’s corporate or other organizational structure, including:
   a) Biography of principals, and the Bookstore Managers intended to be assigned to each College.
   b) Identification of staff that will be assigned to this College.

6. Financial information
   a) Financial condition of the company, including copies of the company’s last annual audited financial statements.
   b) Percentage of the company’s business that results from bookstore operations.
   c) Annual gross sales in bookstores.
   d) Gross sales of comparable operations.

7. List of current contracts held or that have been held in the past five (5) years, as well as:
   a) Evidence of a similar-sized bookstore contract (preferably College bookstores in California), including client name and address, along with names and telephone numbers of the persons that may be contacted to verify the information. Letters of recommendation may also be included with the proposal.
   b) A chronological history of the operation of the company during the past five (5) years, including major bookstore customer accounts, size of the accounts, etc.

8. Length of time the company has been in business under current name. (If less than three (3) years, list the companies that the principals have been associated with in the past)

9. A statement of the company’s affirmative action policy must be included.
10. Proposer shall provide, as part of the proposed Bookstores Operating Agreement, at a minimum, the additional information required below:

   a) Proposed modifications to the bookstore facility and Proposer’s willingness to pay for such modifications
   
   b) Statement of proposed pricing policies of merchandise.
   
   c) Provide a detailed description of online bookstore services for students and faculty.
   
   d) Provide a detailed description of proposed methods for purchasing existing inventory and discuss how inventory would be handled in the event the contract is terminated.

________________________________________________________

Company Name

________________________________________________________

(Type) Officer’s Name and Title

I certify I am the authorized officer for ____________________________ (company name) and I have full authorization to submit this proposal to operate the Golden West College Bookstore.

______________________________________________  ____________________________
Authorized Signature of Officer          Date
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

______________________________
Name of the Proposer

By: ___________________________
Signature

______________________________
Print Name

______________________________
Title

______________________________
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the Proposer may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) the availability of drug counseling, rehabilitation and employee-assistance programs;
   4) 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) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.
I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

________________________________________
NAME OF PROPOSER

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

________________________________________
Date