



December 1, 2022

Re: **Request for Proposal – Management of Bookstores for Kern Community College District**

The Kern Community College District and its college campuses, invite your company to submit a Proposal for the Management and Operation of the KCCD Bookstores.

Key dates associated with this Request for Proposal are as follows:

ACTION	DATE
RFP Issue Date	Thursday, December 1, 2022
Contact Cammie Ehret-Stevens, Purchasing & Contracts Manager, to Confirm Receipt of the RFP and to Confirm Attendance at the Virtual Bidders Conference	No later than 4:00 p.m. PT, Wednesday, December 7, 2022
Bidders Conference (via Video Conference)	Thursday, December 15, 2022
Bidders Written Questions Due	No later than 4:00 p.m. PT, Friday, December 16, 2022
District Issues Responses to Written Questions	Thursday, January 5, 2023
Proposals Due	No later than 2:00 p.m. PT, Wednesday, January 18, 2023
Review of Proposals by the District	January / February 2023
Presentations by Contractors	February 2023 (Date TBD)
Notice of Intent to Award Date	March 2023 (Date TBD)
Contract Commencement	July 1, 2023

General Information and Specifications may be obtained at the Kern Community College District, Business Services website at <https://www.kccd.edu/current-rfp-listing> or interested bidders may register (*registration instructions attached*) at www.publicpurchase.com to obtain the RFP.

If your company is not interested in responding to this bid request, please complete the “No Bid” Response Form, located on page 55, Attachment E, of the attached Request for Proposal, and return the form via email purchasing@kccd.edu or fax (661) 336-5178.

If you have any questions relating to this Request for Proposal offering or would like an electronic copy of the Request for Proposal emailed to you, please contact Purchasing & Contracts via email at purchasing@kccd.edu or phone at (661) 336-5155.

Best wishes,

Cammie Ehret-Stevens
Purchasing & Contracts Manager



Dear Vendor,

The Kern Community College District Purchasing Department uses an online bid management system called Public Purchase. In order to begin, or continue to, receive bid notifications as a current vendor you must register with this new system. If you would like to do business with our District please complete the registration process detailed below.

INSTRUCTIONS

1. Register with Public Purchase:

Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase previously please proceed directly to step 2.

2. Register with Kern Community College District:

A. Once you have received your activation email from Public Purchase log into www.publicpurchase.com and accept the terms and conditions of use.

B. Then click on the link below to start your registration process with the Kern Community College District. Begin by selecting the NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities.

<http://www.publicpurchase.com/gems/kccd,ca/buyer/public/home>

C. If, for any reason, the link below fails, you can follow the following procedure to complete the registration process:

Use the Public Purchase link in Step 1 and log in. Then click "Select Region," and "Select Agency." After selecting **Kern Community College District**, click on the "Register with **Kern Community College District**" on the right hand side of the **Kern Community College District** logo

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the Kern Community College District. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

Why the switch?

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by Government Agencies and their Vendors.

Benefits to Us

This eProcurement system is compliant with all Federal and State regulations, which determine the required procedures for Government Agency purchasing practices. This service will also create an up to date vendor database, which will be hosted on Public Purchase's servers and will allow suppliers to easily update and change their information as needed.

Benefits to You?

This eProcurement system will create a single location in which to view open Requests for Quotation and award information for previous RFQ's issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities. *All of this is provided at no charge to you.*

If you need any assistance with this process, please contact Public Purchase at support@publicpurchase.com. Or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

Thank you for participating in the Kern Community College District vendor registration process.

Sincerely,



Cammie Ehret-Stevens
Purchasing & Contracts Manager



**REQUEST FOR PROPOSAL
RFP #DO230118
FOR MANAGEMENT OF THE
KCCD BOOKSTORES**

**RFP ISSUE DATE: December 1, 2022
PROPOSAL DUE DATE: January 18, 2023
ISSUED BY:**

**Ms. Cammie Ehret-Stevens
Purchasing & Contracts Manager
Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301
Telephone: (661) 336-5155
email: purchasing@kccd.edu**

Proposals received by 2:00 p.m. (PT), Wednesday, January 18, 2023, will be considered. Proposals must be delivered electronically (via KCCD's Public Purchase portal as described in Section 1, 1.5 of this RFP).

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NOTE: To simplify the review process for KCCD and to assist with making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in Section 6, “Bookstore Proposal Submittal Requirements.” In addition, the Financial Bid Form, Attachment A, must be completed and signed by an authorized company representative.

SECTION 1: INSTRUCTIONS & TIMELINE

1.1 General Information

- a. Kern Community College District (KCCD or the District) invites your company to submit a Proposal for Management of the KCCD Bookstores on behalf of Bakersfield College, Cerro Coso Community College, and Porterville College.

The KCCD Bookstores, as defined in this Request For Proposal (RFP), includes Bookstores at the following locations:

- Bakersfield College Bookstore (Bakersfield), including course materials services for the following locations:
 - Delano Campus
 - BC SouthWest
 - Weill Institute(Note: See <https://www.bakersfieldcollege.edu/about/campuses-and-centers> for additional information.)
- Cerro Coso Community College Bookstore (Cerro Coso), including course materials services for the following locations:
 - Indian Wells Valley Campus
 - East Kern Center
 - Eastern Sierra College Center
 - Kern River Valley Campus
 - CC Online(Note: See <https://www.cerrocoso.edu/about> for additional information.)
- Porterville College Bookstore (Porterville)
- Bookstore Websites for each location

(Note: Throughout this RFP, the Bookstores, Course Materials Services, and Websites are referred to, collectively, as the “Bookstore.”)

The term will be for five (5) years, beginning July 1, 2023.

- b. Your company’s Proposal must remain in effect for a minimum period of one hundred fifty (150) days following the Proposal opening date in order to allow sufficient time for evaluation, approval, and issuance of award notice (if an award is made).
- c. By submitting a Proposal, your company acknowledges complete understanding of, and willingness to comply with, all of the instructions, conditions, specifications, and requirements contained in this RFP.
- d. By submitting a Proposal, your company agrees that neither you nor any other agent or representative of your company will initiate any communications to promote or advertise your Proposal to any District employee, or to any District Board of Trustees Members, except in the course of District sponsored inquiries, briefings, interviews, or presentations.

- e. Signing and submitting a Proposal constitutes an offer to perform in accordance with the terms and specifications as stipulated herein.

1.2 **Timeline**

The Timeline of key dates is as follows:

ACTION	DATE
RFP Issue Date	Thursday, December 1, 2022
Contact Cammie Ehret-Stevens, Purchasing & Contracts Manager, to Confirm Receipt of the RFP and to Confirm Attendance at the Virtual Bidders Conference	No later than 4:00 p.m. PT, Wednesday, December 7, 2022
Bidders Conference (via Video Conference)	Thursday, December 15, 2022
Bidders Written Questions Due	No later than 4:00 p.m. PT, Friday, December 16, 2022
District Issues Responses to Written Questions	Thursday, January 5, 2023
Proposals Due	No later than 2:00 p.m. PT, Wednesday, January 18, 2023
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Presentations by Contractors	February 2023 (Date TBD)
Notice of Intent to Award Date	March 2023 (Date TBD)
Contract Commencement	July 1, 2023

The District reserves the right to revise the Timeline at its sole discretion.

1.3 **Bidders Conference**

- a. **The Bidders Conference will take place on Thursday, December 15, 2022, at 9:00 a.m. PT via Video Conference. A link to the Video Conference will be provided at a later date.**
- b. **Contractors should confirm receipt of the RFP and attendance at the Bidders Conference by contacting Cammie Ehret-Stevens, Purchasing & Contracts Manager, via e-mail no later than 4:00 p.m. PT, Wednesday, December 7, 2022.** Attendance at the Bidders Conference, including the names of company representatives who will attend, must be confirmed via e-mail with Cammie Ehret-Stevens. Contact information is as follows:

Ms. Cammie Ehret-Stevens
 Purchasing & Contracts Manager
 Kern Community College District
 2100 Chester Avenue
 Bakersfield, CA 93301
 Telephone: (661) 336-5155
 email: purchasing@kccd.edu

1.4 **Questions And Requests For Additional Information**

- a. Questions regarding clarification to the contents of this RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until **4:00 p.m. PT, Friday, December 16, 2022.**
- b. All inquiries MUST be made in writing via Public Purchase.
- c. One hundred percent (100%) of the communication from contractors during this entire RFP Process must be solely with Cammie Ehret-Stevens.

1.5 **Proposal Submittal Via Public Purchase**

- a. Proposals received by **2:00 p.m. PT, Wednesday, January 18, 2023,** will be considered. Proposals received after the due date will not be considered. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. An electronic version of the Proposal should be submitted via KCCD's Public Purchase portal. Any questions regarding the submittal process can be directed to:

Ms. Cammie Ehret-Stevens
Purchasing & Contracts Manager
Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301
Telephone: (661) 336-5155
email: purchasing@kccd.edu

The KCCD Purchasing Department uses an online bid management system called Public Purchase. In order to submit a Proposal you must register with Public Purchase. Please complete the registration process detailed below.

INSTRUCTIONS

- b. Register with Public Purchase:

Use the link below to begin the registration process. It can take up to 24 hours for your account to become active. You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

<https://www.publicpurchase.com/gems/register/vendor/register>

If you are already registered with Public Purchase please proceed directly to step 2.

- c. Register with Kern Community College District:
 - 1. Once you have received your activation email from Public Purchase log into www.publicpurchase.com and accept the terms and conditions of use.
 - 2. Then click on the link below to start your registration process with the Kern Community College District. Begin by selecting the NAICS Commodity Codes that relate to your business so you can receive email notifications of future bid opportunities.
<http://www.publicpurchase.com/gems/kccd.ca/buyer/public/home>
 - 3. If, for any reason, the link above fails, you can follow the following procedure to complete the registration process:

Use the Public Purchase link in Step 1 and log in. Then click “Select Region,” and “Select Agency.” After selecting Kern Community College District, click on the “Register with Kern Community College District” on the right hand side of the Kern Community College District logo.

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the Kern Community College District. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

If you need any assistance with this process, please contact Public Purchase at support@publicpurchase.com. Or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

1.6 **Presentations**

- a. After review of the Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length in February 2023 (Date TBD).

SECTION 2: INTRODUCTION

2.1 **Invitation**

KCCD recognizes that the traditional college bookstore business is in a transformational period, and it is the intent of KCCD to be on the cutting-edge of campus bookstore services. Therefore, KCCD has initiated this RFP Process to seek an innovative and proactive partner to effectively serve the KCCD community. KCCD's goal is to provide innovative, state-of-the-art Bookstores that will result in the following:

- Feature vibrant destinations/retail facilities and websites
- Improve course materials affordability for KCCD Students by reducing course materials costs and providing innovative course materials solutions, including making options available to:
 - Support OER and ZTC Initiatives
 - Pilot Inclusive Access Programs
- Feature innovative retail products and services, including but not limited to, the following:
 - An enhanced product selection that appeals to targeted KCCD markets (e.g., students, prospective students, faculty, staff, alumni, visitors, families, etc.)
 - Refresh merchandise multiple times throughout the year
 - Host in-store special events
 - Entice customers with promotions, giveaways, and contests
- Improve customer satisfaction through the following:
 - Cutting-edge retail innovation
 - Utilization of technology, including seamless transactions for students, and an innovative course materials adoption tool
 - Forward-thinking concepts that anticipate market trends
- Increase sales of KCCD branded merchandise
- Provide a competitive financial contribution to KCCD, while achieving KCCD's qualitative and service goals

2.2 **Current Bookstore Operation**

The KCCD Bookstore consists of the following operations/programs:

- Bakersfield College Bookstore (Bakersfield), including course materials services for the following locations:
 - Delano Campus
 - BC SouthWest
 - Weill Institute(Note: See <https://www.bakersfieldcollege.edu/about/campuses-and-centers> for additional information.)
- Cerro Coso Community College Bookstore (Cerro Coso) including course materials services for the following locations:
 - Indian Wells Valley Campus
 - East Kern Center

- Eastern Sierra College Center
- Kern River Valley Campus
- CC Online

(Note: See <https://www.cerrocoso.edu/about> for additional information.)

- Porterville College Bookstore (Porterville)
- Bookstore Websites for each location

The Bookstore generated approximately \$6,024,935 in sales during Fiscal Year 2022.

2.3 **Proposal Evaluation Criteria**

The Criteria that will be used by the District to evaluate Proposals include, but are not limited to, responses submitted to the “Proposal Submittal Requirements” in Section 6 of this RFP, and are as follows:

(Note: The following Criteria are not in priority order)

Proposal Criteria

- Operations
- Customer Service
- Staffing / Personnel
- Course Materials Program
- Course Materials Adoption Tool
- Course Materials Affordability / Pricing Policies
- General Merchandise Pricing Policies
- General Merchandise
- Marketing Strategy
- Facilities and Facility Investment
- Financial Projections
- Financial Proposal
- Website / Technology Program
- Transition Plan
- Company History and Background
- Exceptions to the RFP / Acceptance of Requirements

SECTION 3: KCCD BACKGROUND INFORMATION

3.1 Background

Kern Community College District (KCCD) serves communities over 24,800 square miles in parts of Kern, Tulare, Inyo, Mono, and San Bernardino counties through the programs of [Bakersfield College](#), [Cerro Coso College](#) and [Porterville College](#). Governed by a locally elected Board of Trustees, the District’s colleges offer programs and services that develop student potential and create opportunities for our citizens.

KCCD is geographically one of the largest community college Districts in the United States, serving more than 30,000 students. KCCD students represent a diversity of religions, economic backgrounds, sexual orientations, abilities, and ethnicities.

While the Kern Community College District was established as a separate entity in 1968 to respond to the changing needs of our communities, educational services have been provided to residents for many years: at Bakersfield College since 1913; at Porterville College since 1927; and in the Ridgecrest area since 1951 by what is now Cerro Coso College. All three colleges are proud members of the [California Community College System](#) and are accredited by [The Accrediting Commission for Community and Junior Colleges \(Western Association of Schools and Colleges\)](#).

Today, education centers and sites in Delano, downtown Bakersfield, the Mammoth/ Bishop area, Edwards Air Force, and the Kern River Valley offer additional convenient, localized instruction for thousands of residents. KCCD’s commitment to distance learning and other technological advances is creating increasing opportunities for education through the internet, satellite, and cable television to individuals across our broad service area and beyond.

For additional information regarding KCCD please visit <https://www.kccd.edu>.

3.2 FTE Enrollment And Headcount

Enrollment figures for the past five years are as follows:

Bakersfield College

FTE Enrollment

FTES	2017-18	2018-19	2019-20	2020-21	2021-22
FTES	16,502	17,591	18,057	17,920	16,599

Headcount

Headcount	2017-18	2018-19	2019-20	2020-21	2021-22
Headcount	34,221	37,089	38,492	37,154	37,666

Cerro Coso Community College

FTE Enrollment

FTES	2017-18	2018-19	2019-20	2020-21	2021-22
FTES	3,036	3,328	3,161	3,049	2,864

Headcount

Headcount	2017-18	2018-19	2019-20	2020-21	2021-22
Headcount	9,521	10,103	9,947	8,602	7,832

Porterville College

FTE Enrollment

FTES	2017-18	2018-19	2019-20	2020-21	2021-22
FTES	3,040	3,234	3,318	2,629	2,322

Headcount

Headcount	2017-18	2018-19	2019-20	2020-21	2021-22
Headcount	5,476	5,772	6,167	5,507	5,164

3.3 Academic Calendar

KCCD Academic Calendar details can be found at <https://www.kccd.edu/educational-services/academic-calendars>.

SECTION 4: BOOKSTORE BACKGROUND INFORMATION

4.1 Facilities / Locations

Bookstore square footage breakdown by location, including selling and service space, is as follows:

Bakersfield College Bookstore

The Bakersfield College Bookstore is located in the Campus Center Building on the Bakersfield, CA campus. Square footage breakdown is as follows:

BAKERSFIELD BOOKSTORE	SQUARE FOOTAGE
Retail	5,474
Storage	1,306
Office	428
TOTAL SQUARE FOOTAGE	7,208

Cerro Coso Community College Bookstore

The Cerro Coso Community College Bookstore is located on the Indian Wells Valley campus in the Main Building. Square footage breakdown is as follows:

CERRO COSO BOOKSTORE	SQUARE FOOTAGE
Retail	1,177
Office/Storage	617
TOTAL SQUARE FOOTAGE	1,794

Porterville College Bookstore

The Porterville College Bookstore is located in the Student Center on the Porterville campus. Square footage breakdown is as follows:

PORTERVILLE BOOKSTORE	SQUARE FOOTAGE
Retail	1,926
Office/Storage	933
TOTAL SQUARE FOOTAGE	2,859

See “Facility Plans,” Attachment F.

4.2 Bookstore Products And Services

The Bookstore offers a variety of products and services, including the following:

- Course materials (i.e., online course materials ordering, new and used textbooks, coursepacks, digital textbooks, etc.)
- Emblematic clothing and gifts
- General merchandise products (i.e., school supplies, general supplies, course related supplies, general books, computer/technology products, convenience products, etc.)

4.3 **Hours Of Operation**

Bookstore hours of operation can be found online at: <https://kccd.bncollege.com>.

4.4 **Sales**

Total Sales (Consolidated-Bakersfield, Cerro Coso, and Porterville Bookstores)

Total Bookstore Sales figures for the past five fiscal years are as follows:

	FY '18	FY '19	FY '20	FY '21	FY '22
TOTAL (\$)	\$6,805,590	\$7,072,665	\$7,281,609	\$5,943,282	\$6,024,935

Bookstore Sales figures (consolidated) for the major departments/categories for the past five fiscal years are as follows:

DEPARTMENTS	FY '18	FY '19	FY '20	FY '21	FY '22
New Textbooks	4,062,382	3,944,003	4,198,860	3,596,994	2,431,990
Used Textbooks	740,429	695,926	702,624	559,251	413,515
Textbook Rentals	794,182	801,315	880,511	597,196	476,648
Printed Access Cards	264,419	547,503	499,761	499,850	503,534
Digital/eTextbooks	137,577	126,563	241,778	344,818	296,234
Trade Books	42,607	94,606	45,645	20,804	15,498
School Supplies	247,253	270,394	262,836	49,968	116,857
Computer Peripherals	40,666	45,838	35,171	96,149	1,432,199
School Spirit Clothing	99,401	96,340	110,817	24,404	80,926
Non. Emb. Trend	1,817	2,357	3,718	164	2,831
Café	1,953	1,753	1,458	-	-
Graduation Products	93,546	155,291	35,403	147,698	143,828
Convenience	254,632	267,052	245,598	803	91,018
Dorm Furnishings	2,184	3,033	84	61	158
Backpacks	6,324	4,407	3,956	195	1,647
School Spirit Gifts	12,590	13,325	11,036	2,365	11,895
Prints/Frames/Mus./Cards	3,630	2,958	2,353	2,562	6,087

Bakersfield Bookstore Sales

Total Bakersfield Bookstore Sales figures for the past five fiscal years are as follows:

	FY '18	FY '19	FY '20	FY '21	FY '22
TOTAL (\$)	\$4,819,281	\$5,064,596	\$5,528,286	\$4,566,744	\$4,874,908

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

DEPARTMENTS	FY '18	FY '19	FY '20	FY '21	FY '22
New Textbooks	3,192,742	3,255,207	3,631,936	3,079,402	1,989,022
Used Textbooks	407,003	365,879	371,671	293,440	238,809
Textbook Rentals	500,604	512,540	592,642	421,249	353,315
Printed Access Cards	64,815	259,681	293,325	301,098	367,906
Digital/eTextbooks	102,330	61,146	120,144	196,466	135,037
Trade Books	17,094	13,966	14,174	2,016	3,347
School Supplies	188,898	187,088	187,454	26,666	93,958
Computer Peripherals	35,634	39,956	28,039	93,909	1,428,328
School Spirit Clothing	77,760	76,508	89,905	20,607	62,425
Non. Emb. Trend	1,817	2,341	3,718	114	2,831
Graduation Products	70,454	116,946	25,041	128,022	112,758
Convenience	141,506	156,003	157,187	223	70,989
Dorm Furnishings	2,025	3,033	82	-	158
Backpacks	3,400	2,649	2,399	163	1,170
School Spirit Gifts	10,015	9,439	8,483	1,809	10,112
Prints/Frames/Mus./Cards	3,185	2,213	2,085	1,560	4,742

Cerro Coso Bookstore Sales

Total Cerro Coso Bookstore Sales figures for the past five fiscal years are as follows:

	FY '18	FY '19	FY '20	FY '21	FY '22
TOTAL (\$)	\$780,061	\$724,481	\$588,701	\$321,490	\$303,249

Cerro Coso Bookstore Sales figures for the major departments/categories for the past five fiscal years are as follows:

DEPARTMENTS	FY '18	FY '19	FY '20	FY '21	FY '22
New Textbooks	421,099	318,074	223,177	115,899	120,047
Used Textbooks	145,024	140,270	95,875	55,860	31,685
Textbook Rentals	72,949	54,833	55,792	30,927	23,036
Printed Access Cards	85,520	119,217	108,506	59,238	36,430
Digital/eTextbooks	19,577	37,356	63,089	51,406	71,471
Trade Books	1,528	1,924	2,208	182	30
School Supplies	10,097	19,463	10,780	5,002	4,621
Computer Peripherals	885	2,379	1,671	512	67
School Spirit Clothing	9,778	9,757	9,802	2,087	7,755
Non. Emb. Trend/Dorm	69	16	-	111	-
Graduation Products	5,943	8,838	3,465	-	6,215
Convenience	4,050	9,816	12,185	-	1,085
Backpacks	2,465	1,315	1,079	32	208
School Spirit Gifts	1,080	1,221	1,072	233	600

Porterville Bookstore Sales

Total Porterville Bookstore Sales figures for the past five fiscal years are as follows:

	FY '18	FY '19	FY '20	FY '21	FY '22
TOTAL (\$)	\$1,206,247	\$1,283,588	\$1,164,622	\$1,055,048	\$846,777

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

DEPARTMENTS	FY '18	FY '19	FY '20	FY '21	FY '22
New Textbooks	448,541	370,722	343,746	401,693	322,921
Used Textbooks	188,402	189,777	235,078	209,951	143,020
Textbook Rentals	220,630	233,941	232,078	145,021	100,297
Printed Access Cards	114,084	168,605	97,929	139,515	99,198
Digital/eTextbooks	15,670	28,061	58,546	96,947	89,726
Trade Books	23,985	78,715	29,264	18,606	12,122
School Supplies	48,258	63,843	64,602	18,300	18,279
Computer Peripherals	4,147	3,503	5,461	1,728	3,873
School Spirit Clothing	11,863	10,075	11,111	1,709	10,746
Café	1,953	1,753	1,458	-	-
Graduation Products	17,149	29,507	6,897	19,676	24,855
Convenience	109,077	101,233	76,225	580	18,944
Dorm Furnishings/Card	90	-	32	-	15
Backpacks	458	443	478	-	270
School Spirit Gifts	1,495	2,664	1,480	323	1,183
Prints/Frames/Museum	445	745	238	1,002	1,330

4.5 Financial Aid Sales

Financial Aid charges at the Bookstore for the past two years are as follows:

Financial Aid Sales	FY '21	FY '22
Bakersfield	-	\$13,420
Cerro Coso	\$75,154	\$56,318
Porterville	\$213,363	\$227,463
Total Financial Aid Sales	\$288,517	\$297,201

4.6 Department Discounts

KCCD Departments currently charge department purchases at the Bookstore. Department purchases receive a minimum of a twenty percent (20%) discount, excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food, snacks, and beverages.

4.7 **Faculty / Staff Discounts**

KCCD Faculty and Staff receive a minimum of a ten percent (10%) discount, excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food, snacks, and beverages.

4.8 **Tender Types / Campus Card**

The Bookstore accepts cash, personal checks, major credit cards, Bookstore gift cards, bank debit cards, department charges, scholarship charges/vouchers, third-party agency charges, and financial aid account charges/vouchers.

4.9 **Campus Events**

The Bookstore supports the mission of KCCD by providing products and services that support campus events (e.g., Graduation, etc.).

4.10 **Graduation Merchandise**

The Bookstore sells and rents graduation regalia to KCCD Students, Faculty, and Staff. In addition, the Bookstore offers a variety of graduation products for purchase (e.g., diploma frames, graduation announcements, etc.).

SECTION 5: BOOKSTORE PROGRAM REQUIREMENTS

5A. Operations

5.1 Operations Requirements

- a. Locations/Programs. Bookstore Services, as defined in this Request for Proposal (RFP), include the following:
- Bakersfield College Bookstore (Bakersfield), including course materials services for the following locations:
 - Delano Campus
 - BC SouthWest
 - Weill Institute(Note: See <https://www.bakersfieldcollege.edu/about/campuses-and-centers> for additional information regarding Campuses and Centers.)
 - Cerro Coso Community College Bookstore (Cerro Coso), including course materials services at the following locations:
 - Indian Wells Valley Campus
 - East Kern Center
 - Eastern Sierra College Center
 - Kern River Valley Campus
 - CC Online(Note: See <https://www.cerrocoso.edu/about> for additional information regarding Campuses and Centers.)
 - Porterville College Bookstore (Porterville)
 - Bookstore Websites for each location
- b. District Rights Re: Bookstore Facilities. The District will have the right to add, remove, or modify the size of the Bookstore facilities if the District deems such additions, removals, or modifications to be in the best interest of the District.
- c. Bookstore Names. The names of the Bookstores shall be as follows:
- Bakersfield College Bookstore
 - Cerro Coso Community College Bookstore
 - Porterville College Bookstore

The District and/or the contractor may determine another name that is mutually agreed upon.

- d. Contractor Duties/Responsibilities. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the District.

- e. Products And Services. The contractor shall provide the District with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, open educational resources (OER), inclusive access course materials, textbook rentals, general books, bestsellers, reference books, supplies, computer/technology products, computer supplies, peripherals, course-related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBAs), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. **The District strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the KCCD community; generate traffic in the Bookstores; and assist with transitioning from a traditional college bookstore to a destination center offering state-of-the-art campus retail services.**

- f. Right To Operate Bookstore. The contractor shall have the right to operate the Bookstores serving the KCCD community. However, the District Administration may authorize the sale of certain items by approved vendors, student groups, or KCCD organizations.

The contractor must recognize that KCCD is focused on course materials affordability for KCCD Students. As part of this focus, KCCD will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), Inclusive Access, etc. It is the District's hope that the selected contractor will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.

- g. District Authority Re: Product Offerings. The contractor shall withdraw from display or sale, any item or items, which the District requests not be displayed or sold. The contractor shall not promote or sell in the Bookstore services that are currently provided to KCCD Students at no cost, in particular student tutoring services.
- h. Beverage Product Offerings. The District has a Pouring Rights Agreement with PepsiCo. The Bookstore shall be required to comply with the terms of the current or any future Pouring Rights Agreements regarding competitive products as defined by the District.
- i. Website/Social Media. The contractor shall manage and operate a unique full-service Bookstore Website and unique social media programs for the Bookstores at each location.
- j. Special Events. The Bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at College events.
- k. Fixtures/Equipment For Special Events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, pop-up store, etc.) to sell emblematic or general merchandise at designated special events to capitalize on sales opportunities at KCCD campuses.

- l. Trash Removal/Recycling. The contractor shall participate in the District's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on campus.
- m. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all District environmental/sustainability practices.
- n. Reporting Requirement. The contractor shall report to the District's Interim Chief Financial Officer, for matters pertaining to the contract. The contractor's Regional Manager will meet with the District's Interim Chief Financial Officer or designee, on a quarterly basis, at a minimum, to review performance.
- o. Licensing, Permits, Taxes. The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
- p. COVID-19. The contractor shall adhere to the District's policies (current and future) regarding COVID-19. The contractor shall have in place the necessary plans to operate the Bookstore in compliance with federal, state, and local requirements in response to COVID-19 or in response to any other health related issues.

5B. Customer Service

5.2 Customer Service Requirements

- a. Customer Service Expectations. The contractor shall provide excellent customer service at the Bookstore, including processing customers efficiently during back-to-school Rush periods.
- b. Nametags/Identification Tags. The contractor shall ensure that all Bookstore employees wear nametags/identification tags.
- c. Image Of The Bookstore. The contractor shall operate the Bookstore in a manner that reflects the image and reputation, and supports the mission, of KCCD. The contractor shall become involved in the academic, cultural, and social environment at KCCD and take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of KCCD. The contractor shall where and when appropriate, create temporary selling points at various sites around campus in connection with special events and programs.

- d. Support Of Student Organizations. The contractor shall cooperate to whatever reasonable extent possible to assist and support student organizations and student activities with respect to Bookstore services and merchandise.
- e. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the KCCD Administration for evaluation and input.
- f. Hours Of Operation. Hours of operation shall be defined by KCCD in conjunction with the contractor. Hours of operation shall be extended during the beginning of each semester, and to support special programs and events as necessary (e.g., open houses, orientation, campus events, etc.). Changes to the defined hours of operation must be approved by KCCD. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by KCCD.
- g. Refund Policy. The contractor's refund policy shall be sensitive to the needs of KCCD Students and customers.
- h. Bookstore Advisory Committee. KCCD may establish Bookstore Advisory Committees for each College. There is currently an active Bookstore Advisory Committee at Bakersfield College. The contractor's Bookstore Manager shall meet up to four (4) times per year with the Bookstore Advisory Committee and with the KCCD Administration to review Bookstore operations. The contractor's Regional Manager shall attend at least one Bookstore Advisory Committee meeting per semester. Further, the contractor's Bookstore Manager shall work cooperatively with the Committee and with the KCCD Administration in the development and improvement of Bookstore programs, merchandise selection, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from the KCCD Administration to improve the program, services, and policies. The Bookstore Manager or his/her designee are expected to meet periodically with deans, department heads, and other faculty members.

5C. Staffing / Personnel

5.3 Staffing / Personnel Requirements

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of full-service Bookstores in accordance with the requirements established by KCCD.
- b. Organization Chart/Staffing Level. Prior to contract commencement, the contractor shall present its organization chart/staffing level for the Bookstores for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by KCCD.

- c. Manager. The Manager assigned to the Bookstores by the contractor must be approved in advance by the KCCD Administration. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by KCCD. KCCD expects management continuity (i.e., limited turnover of the Manager) in order for the contractor to meet the expectations and requirements of KCCD.
- d. Student Employees. The contractor shall look to fill employment opportunities with students, when appropriate.
- e. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on KCCD's premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable KCCD policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from the Bookstore at KCCD's request.
- f. Employment Laws. The contractor shall comply with all state and federal employment laws and requirements.
- g. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- h. Equal Employment Opportunity. KCCD is committed to providing an academic and work environment free of unlawful discrimination. Discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, military and veteran status, or the perception that a person has one or more of these characteristics is illegal and violates KCCD policy. KCCD will enforce all state and federal laws prohibiting discrimination.

KCCD is committed to recruiting, training and providing advancement opportunities that will result in equal employment opportunities for all qualified applicants and employees.
- i. Background Checks. The contractor shall assume all liability arising out of, and is solely responsible for, conducting background checks per KCCD specifications for all of the contractor's employees, agents, or independent contractors.

5D. Course Materials Program

5.4 Course Materials Program Requirements

- a. Comprehensive Course Materials Services. The contractor shall provide comprehensive course materials services and shall work closely with KCCD to support all Academic Programs.

- b. Academic Freedom. KCCD Faculty shall have academic freedom in their selection of course materials, and the contractor shall provide all adopted materials on a timely basis.
- c. Responsibility For The Collection Of Course Materials Adoptions. The contractor shall be responsible for the collection and compilation of course materials adoptions and shall provide course materials to students at KCCD. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials, inclusive access course materials, coursepacks, software, and materials published or distributed electronically.
- d. Course Materials Quantities. The contractor shall provide sufficient quantities of course materials, custom-published materials, OER course materials, software, and related academic supplies and materials, as required by the faculty for course work, to be available for purchase by students according to the schedule established by KCCD.
- e. Distance Learning/Online Courses. The contractor shall provide course materials services for KCCD's current or future distance learning/online courses and other programs, as desired by KCCD.
- f. Custom-Published Materials. The contractor shall provide custom-published materials (i.e., coursepacks). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- g. Textbook Rental Program. KCCD is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of textbook rentals for KCCD Students and shall provide a full-service textbook rental program at the Bookstores.
- h. Used Textbook Program. KCCD is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of used textbooks for KCCD Students.
- i. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The contractor shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The contractor shall work with the KCCD Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms. Throughout the contract, KCCD will continually evaluate digital delivery programs in the marketplace and maintain the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of KCCD.

- j. Open Educational Resources/Zero Textbook Cost (ZTC). The contractor shall provide, identify, and provide access to OER and ZTC course materials to support academic programs as needed/required and will accommodate the adoption of OER and ZTC as requested by KCCD Faculty.
- k. Inclusive Access. The contractor shall pilot an Inclusive Access Program at KCCD if requested by KCCD, and as defined by KCCD.
- l. Online Course Materials Ordering. The contractor's website for the Bookstores shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- m. Students With Disabilities. The contractor shall provide required course materials services to students with disabilities through collaboration with KCCD.
- n. HEOA/Other Laws. The contractor shall work with KCCD to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- o. Desk Copies. KCCD prohibits the purchase and sale of complimentary/desk copies by the Bookstore.
- p. Buyback. The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.

5E. Course Materials Adoption Tool

5.5 Course Materials Adoption Tool Requirements

- a. Adoption Solicitation And Collection. The contractor, working with KCCD Faculty, shall make every effort to obtain early course materials adoption commitments in order to ensure course materials availability and to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their adoptions.
- b. Course Materials Adoption Tool. The contractor, at its sole expense, shall provide KCCD with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall include, but not be limited to, (i) providing faculty the ability to

submit textbook adoptions online and (ii) resulting in KCCD Students being able to obtain their complete list of textbooks, course materials, and course related supplies.

Database Search. The Adoption Tool must include a robust search capability to locate books and other materials from all sources, and display information (i.e., availability, formats, price, etc.) about course materials to users.

Adoption Reporting Capabilities. The Adoption Tool must include, at a minimum, the following reporting capabilities:

- Historical adoption data and reports
 - Overall adoption numbers and percentages for a semester/session
 - Adoption numbers and percentages per course for a semester/session
 - Adoptions without required course materials
 - Adoption compliance reports (with ability to sort by date, course, department, etc.)
 - Other adoption reports as requested by KCCD
- c. KCCD Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by KCCD's Faculty or Staff, is the property of KCCD. The contractor shall provide course materials adoption data and/or adoption forms to KCCD within forty-eight (48) hours of KCCD's request for copies of such adoption data and/or adoption forms.
- d. Course Materials List. At the end of each semester/session, the contractor shall provide KCCD with a complete Course Materials List for that semester/session in electronic format. The Course Materials List shall include course, section, instructor, author, title, ISBN, edition, publisher, and retail price.

5F. Course Materials Affordability / Pricing Policies

5.6 Course Materials Affordability / Pricing Policies Requirements

- a. Course Materials Affordability. KCCD is extremely committed to making course materials affordable to KCCD Students. The contractor's course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section 5F, 5.6b, c, and d of this RFP.
- b. Pricing Policies-Course Materials. The contractor shall adhere to Section 5F, 5.6b, c, and d of the Course Materials Pricing Policy as follows:
- "List-Priced" new textbooks shall be sold at the lesser of the list price or a twenty-five percent (25%) gross profit margin no higher than the list price.
 - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.

- "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Course-related supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor at net-price shall be sold at no higher than a twenty percent (20%) gross profit margin.
 - Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold at no higher than the retail price established by the publisher.
(Note: Some digital course materials shall be sold at less than a twenty percent (20%) gross margin. See definition of Pure Digital Course Materials Gross Sales, Section 5M, 5.13a., of this RFP.)
 - Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the retail price.
- c. Inclusive Access Course Materials. Course content available through an Inclusive Access Program, if authorized by KCCD, shall be sold at no higher than a fifteen percent (15%) gross profit margin.
- d. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., Pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)
- e. KCCD Audit Rights. KCCD shall have the right to audit the contractor's records, vendor invoices, and publisher invoices, to verify adherence to the established pricing policies. The contractor shall provide copies of vendor/publisher invoices to KCCD within forty-eight (48) hours of KCCD's request.
- f. Shipping. The contractor shall provide free shipping, or if shipping charges apply, the contractor shall establish fair and reasonable shipping charges.
- g. Free Shipping For In-Store Pickup. The contractor shall provide free shipping for in-store pickup of customer orders.

5G. General Merchandise Pricing Policies

5.7 General Merchandise Pricing Policies Requirements

- a. Pricing Policy-General Merchandise. The contractor shall sell all other merchandise (e.g., clothing, giftware, supplies, general books, reference books, etc.) at prices

competitive in the local area and competitive in the college bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.

5H. General Merchandise

5.8 General Merchandise Requirements

- a. General Merchandise Selection. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, course-related supplies, greeting cards, convenience items, health and beauty aids (HBAs), special order services, graduation-related merchandise, and other services expected from a full-service Bookstore.
- b. Emblematic Clothing And Gifts. The contractor shall promote and brand KCCD Colleges by offering a broad selection of emblematic clothing and gifts that comply with KCCD's current and/or future licensing requirements, design guidelines, and requirements for branded products and usage of the KCCD seal, marks, and logo, etc. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- c. General Books/Reference. The contractor shall provide a representative selection of general books and reference books.
- d. Course-Related Supplies. The contractor shall provide sufficient quantities of all course-related supplies as requested by KCCD Faculty.
- e. New Product Lines. The contractor shall continually expand and introduce new product lines that appeal to customers (i.e., students, faculty, staff, alumni, visitors, etc.) and generate traffic into the Bookstore and to the website.
- f. Graduation Merchandise. The contractor shall offer graduation regalia and merchandise (e.g., regalia, announcements, diploma frames, rings, etc.) in the KCCD Bookstore and at other locations as designated by KCCD during Graduation.
- g. Licensing Program. The contractor shall only purchase branded merchandise from vendors who adhere to current and/or future KCCD Licensing Program requirements and/or KCCD's design guidelines and requirements for branded products.
- h. Vendor Code Of Conduct. The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

5I. Marketing Strategy

5.9 Marketing Strategy Requirements

- a. Marketing Strategy/Communication To Students. The contractor shall provide a comprehensive marketing and promotional strategy that will assist with advancing the KCCD brand among KCCD Students, Faculty/Staff, alumni, fans, and visitors. The contractor shall limit the number of emails sent to KCCD Students to essential information and KCCD shall have the ability to approve email communications to KCCD Students, if desired.
- b. Websites. The contractor shall manage and operate unique Bookstore Websites for each location. The Websites will feature a full range of emblematic merchandise and the ability to order course materials.
- c. Social Media. The contractor shall manage and operate a unique social media program for the Bookstore. The contractor shall develop and implement social media marketing and promotional strategies for the Bookstore. To the extent that the contractor develops its own social media sites (e.g., Instagram, Twitter, Facebook, etc.) or integrates with KCCD's site, the contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to KCCD social media standards and practices.

5J. Facilities

5.10 Bookstore Location Requirements

- a. Locations. The Bookstores will remain in their current locations as described in Section 4.1 of this RFP.
- b. Seasonal Services. Seasonal Services provided to the Bakersfield and Cerro Coso Campus Centers may include a kiosk and/or Pop-up location during peak Rush periods to provide and/or distribute course materials.

5K. Facility Investment

5.11 Facility Investment Requirements

- a. Facility Investment. The contractor shall make an investment in the Bookstore facilities, and will be required to provide state-of-the-art facilities throughout the contract.
- b. Ownership Of Facility Investment And Fixtures. All facility improvements and fixtures in the Bookstore facilities shall become the property of KCCD at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by KCCD without cause, as outlined in Section 8.2b prior to the facility investment being fully depreciated, then KCCD will reimburse the contractor

for the undepreciated portion of the facility investment in the Bookstore facilities, and all facility improvements and fixtures shall become the property of KCCD. If the contract is terminated for cause by KCCD as outlined in Section 8.2a, or for bankruptcy as outlined in Section 8.2c, KCCD will not reimburse the contractor for the undepreciated portion of the capital investment, and all facility improvements and fixtures will become the property of KCCD.

- c. Depreciation. The facility investment by the contractor in the Bookstore facilities shall be depreciated on a straight-line basis from the time the facility investment is made until June 30, 2028. KCCD will not have any payback obligation for any undepreciated portion of the facility investment in the Bookstore facilities beyond June 30, 2028.
- d. KCCD Approvals. The facility improvements for the Bookstores must meet KCCD standards; must be approved in advance by KCCD; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with KCCD. Any third-party contractor used by the contractor to assist with making facility improvements must be approved in advance by KCCD.
- e. Accounting Of Facility Investment. The contractor shall provide KCCD with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to KCCD within sixty (60) days of completion of the facility investment, or earlier if requested by KCCD.
- f. Investment Difference. If the actual amount spent by the contractor on the facility improvements is less than the amount offered in the contractor's Proposal, the contractor shall pay KCCD the difference between the actual amount spent and the amount offered, payable upon completion of the improvements. If the actual amount spent by the contractor on the facility improvements is more than the amount offered in the contractor's Proposal, the contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- g. Design Fees. All Bookstore design fees and planning fees associated with facility improvements, whether design and planning services are provided directly by the contractor or by a third-party utilized by the contractor, shall be incurred solely by the contractor, and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the facility investment to be depreciated.
- h. Signage/Window Usage. Any proposed exterior signage, banners, window usage, etc., must be approved by KCCD and must adhere to KCCD requirements.
- i. Timing Of Facility Investment. The timing of the facility investment shall be determined by KCCD in coordination with the contractor.

5L. Financial Reporting

5.12 Financial Reporting Requirements

- a. Monthly Reporting. On a monthly basis, the contractor shall submit a detailed sales report to KCCD, including total sales, sales by location, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Bookstore. Additional supporting documentation for non-commissionable sales must be provided by the contractor to KCCD within forty-eight (48) hours of KCCD's request.
- b. Annual Reporting. On an annual basis, or as requested, the contractor shall submit a detailed Bookstore financial statement to KCCD. At a minimum, the Bookstore financial statement shall include the following:
 - Sales by Category/Department including commissionable and non-commissionable sales (consolidated and by location)
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (i.e., management fee, contractor overhead charges)
 - Commission Paid to KCCD
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Course Materials Units Sold By Department
 - Number of Website Orders
 - Website/E-Commerce Sales
 - Other Reports as requested by KCCD (e.g., customer counts, unit sales, transaction size, adoption data, etc.)
- c. Course Materials List. At the end of each term/semester, the contractor shall submit a Course Materials List in electronic format, as described in Section 5E, 5.5d, of this RFP.
- d. Contractor's Financial Statement. On an annual basis, the contractor shall submit a copy of its audited company financial statement to KCCD.
- e. KCCD Audit Rights. KCCD reserves the right to audit all or any components of the contract between KCCD and the contractor.

5M. Financial Proposal

5.13 Financial Proposal Requirements

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

- a. Bookstore Financial Return. The Bookstore Financial Return shall include the following:
 - The Minimum Annual Guarantee
 - The Commission As A Percent Of Commissionable Sales (see definition, below)
 - The Commission As A Percent Of Pure Digital Course Materials Commissionable Sales (see definition, below)

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

- "**Gross Sales**" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals and the total amount paid by students for publisher consignment rental sales. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the Bookstore Website, or elsewhere. Gross Sales shall include any commissions, and rebates received by the contractor from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the contractor for authorized sales by other companies or organizations on the Bookstore Website.
- "**Commissionable Sales**" shall be defined as Gross Sales less:
 - Voids
 - Customer refunds
 - Handling fees associated with the non-return of rental textbooks
 - Discounts (provided that the discount amount thereof was included in Gross Sales)
 - Discounted Sales to authorized KCCD Departments
 - Sales tax paid by the contractor to any government agency which was collected from customers
 - Pure Digital Course Materials Sales
 - Computer hardware sales
 - Sales made at no margin by the contractor at the request of the College
- "**Pure Digital Course Materials Gross Sales**" shall be defined as digital-only content that is adopted by KCCD Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by KCCD Faculty that include physical content and digital

content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Materials with a gross margin exceeding twenty percent (20%) shall be included in the calculation of Course Materials Commissionable Sales for the full commission rates.

- **"Pure Digital Course Materials Commissionable Sales"** shall be defined as Pure Digital Course Materials Gross Sales less:
 - Voids
 - Customer refunds
 - Discounts (provided that the discount amount thereof was included in Gross Sales)
 - Sales tax paid by the contractor to any government agency which was collected from customers
 - The contractor shall pay KCCD the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Commissionable Sales.
 - Payments shall be made to KCCD based upon the Bookstore's Commissionable Sales on a monthly basis via electronic funds transfer (EFT). Payment of any amount due to achieve the Minimum Annual Guarantee shall be made annually within thirty (30) days following the end of each contract year.
 - The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
 - The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized KCCD representatives.
- b. Signing Bonus. The selected contractor shall provide a Signing Bonus upon contract commencement.
- c. Additional Financial Incentives. Contractors have the opportunity to propose additional financial incentives (e.g., Textbook Scholarships, General Scholarships, Donations, etc.).

5N. Website / Technology

5.14 Website / Technology Program Requirements

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., computer system, point-of-sale system, inventory management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service. The contractor shall own and operate, and shall be responsible for all expenses associated with, all technology and systems necessary to operate the Bookstore.

(Note: KCCD will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract. The technology investment shall not be included as part of the facility investment.)

- b. Technology Integration. The contractor's systems shall have the ability to interface, at the contractor's sole expense, with current and/or future KCCD systems. KCCD currently utilizes Banner and Canvas. Cerro Coso and Porterville utilize Navigate for student services support and Bakersfield uses Starfish, both are EAB Products.
- c. Websites. The contractor shall manage and operate a unique Bookstore Website for each KCCD Bookstore. The websites shall conform to KCCD's design guidelines and link to and from KCCD's Website. The websites shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The websites shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the websites, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the websites, and advertising accepted, shall require KCCD's prior written approval. Third-party vendors on the website must be pre-approved by the KCCD Administration.
- d. URL Ownership. The Bookstore Websites include the website, e-commerce platforms, and web-based services the contractor will create and maintain to support the KCCD Bookstore. KCCD shall be the sole owner of all right, title, and interest in all existing and future URLs related to the KCCD Bookstore Website.
- e. Campus Card/ID Card. If requested, the contractor shall accept any current and/or future KCCD Campus Card/ID Card as a tender type, which includes, at the contractor's sole expense, integration with the KCCD Campus Card system.
- f. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standard Version 3.2.1 and/or subsequent updates. The contractor must provide a statement acknowledging they are in PCI Compliance (PCI DSS Version 3.2.1) and going forward will continue to provide any PCI Certification documentation that may be required annually. Credit card processing must be through a third-party and must be encrypted.

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

- g. Computer Equipment Compliance. The contractor's computer equipment/software must be certified and approved by KCCD's IT Department in order to be put on KCCD's network or communication systems.
- h. FERPA Compliance. The contractor agrees that all processes fall within FERPA guidelines, and must be approved by the FERPA compliance officer at KCCD.

- i. Europay, Mastercard, And Visa (EMV) Compliance. The contractor shall ensure that all transaction terminals in the Bookstores are compliant with current EMV standards (Version 4.3 and/or subsequent updates) for authorizing credit and debit card transactions.
- j. Customer Data. The contractor shall notify KCCD promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within twenty-four (24) hours of discovery, report to KCCD any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to KCCD shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by KCCD. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

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

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

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

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

50. Tender Types / Discounts

5.15 Tender Types / Discounts Requirements

- a. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Campus Cards/ID Debit Cards, Bookstore gift cards, bank debit cards, department charges, student financial aid charges, scholarship charges/vouchers, and third-party agency charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. KCCCD Campus Card Program. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the KCCCD Campus Card/ID Debit Card and/or other smartcards utilized by KCCCD, currently and in the future, at the Bookstore.
- c. Department Charges. Departments shall be allowed to charge department purchases at the Bookstore. Department purchases shall receive a minimum of a twenty percent (20%) discount, excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, health and beauty aids, food, snacks, and beverages.
- d. Faculty/Staff Discounts. All full-time KCCCD Faculty and Staff shall receive a ten percent (10%) discount on Bookstore purchases, excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, health and beauty aids, food, snacks, and beverages.
- e. Gift Certificates/Gift Cards. The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).

5P. Miscellaneous

5.16 KCCCD Obligations Requirements

- a. KCCCD Obligations. KCCCD shall provide the contractor with the following:
 - Bookstore Space. Bookstore facilities as described in Section 4.1 of this RFP
 - Services. Access to campus web services, campus telephone services, and voice answering system at the standard KCCCD rate
 - Security. Campus Safety service for the Bookstores provided by KCCCD in the same manner provided for other KCCCD buildings
 - Utilities. Utilities, electricity, and HVAC

5.17 **Contractor Obligations Requirements**

- a. Contractor Obligations. The contractor shall provide the following as part of its management and operation of the Bookstore:
- Vehicles. The contractor shall provide vehicle(s) necessary (if any) for the operation of the Bookstores.
 - Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of KCCD) the interior of the Bookstores, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
 - Minor Repairs. The contractor shall be responsible for minor repairs to the interior of the Bookstores.
 - Emergency Key. The contractor shall supply an emergency key to be left with Campus Security.
 - Internal Security. The contractor shall collaborate with Campus Security and the KCCD Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstores. The contractor's first point of contact with regard to security and safety issues for the Bookstores shall be Campus Security.

SECTION 6:**BOOKSTORE PROPOSAL SUBMITTAL REQUIREMENTS**

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

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

Acceptance Of Requirements

- 6.1 **Acceptance Of Requirements**. Acknowledge acceptance of all Bookstore Program Requirements as described in Sections 5, 7, and 8 of this RFP.

Financial Projections**6.2 Financial Projections Submittal Requirements**

- a. **Financial Projections**. Provide financial projections for each of the next five (5) years of operation of the Bookstore. Projections must include the following:
- Sales by Category/Department (for each location and consolidated)
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (i.e., management fee, company overhead charges)
 - Commission to KCCD
 - Profit/Loss
 - Website/E-Commerce Sales

Financial Proposal**6.3 Financial Proposal Submittal Requirements**

- a. **Financial Return**. Submit your company's Financial Return for the Bookstore:
- Minimum Annual Guarantee
 - Commissions
 - Commission As A Percent Of Commissionable Sales
 - Commission As A Percent Of Pure Digital Course Materials Commissionable Sales
 - Signing Bonus
 - Additional Financial Incentives

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

Facility Investment

6.4 Facility Investment Submittal Requirements

- a. Facility Investment. Describe your company's financial commitment to provide KCCD with state-of-the-art Bookstore facilities as described in Sections 5J and 5K of this RFP.
- b. Facility Plans. Contractors are required to submit proposed facility plans to provide state-of-the-art Bookstore facilities as part of their response to this RFP.

The proposed facility plans should reflect KCCD's desire to provide state-of-the-art Bookstores that will improve customer satisfaction and reflect retail-of-the-future facilities.

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

Operations

6.5 Operations Submittal Requirements

- a. Operations/Management Plan. Describe your company's operations/management plan for the KCCD Bookstores (e.g., Bakersfield, Cerro Coso, and Porterville Bookstores).
- b. Operations/Management Plan. Describe your company's operations/management plan to provide services for KCCD Campuses and Centers as described in Section 5A, 5.1a, of this RFP.
- c. COVID-19 Plans. Describe your company's plan to accommodate operating under COVID-19 restrictions (if applicable).

Customer Service

6.6 Customer Service Submittal Requirements

- a. Customer Service Strategy. Describe in detail your company's strategy to provide excellent customer service at the Bookstore.

Staffing / Personnel

6.7 Staffing / Personnel Submittal Requirements

- a. Company Organization Chart. Provide your company organization chart.
- b. Bookstore Organization Chart. Provide your company's proposed organization chart, staffing plan, and reporting structure for the Bookstore. Please indicate full-time positions and part-time positions for each Bookstore (e.g., Bakersfield, Cerro Coso, and Porterville).
- c. Describe your company's:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager
 - Background check program and policies
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, paid holidays, retirement, etc.)
 - Commitment and plan to hire student employees
- d. Educational And Training Programs. Describe your company's educational and training programs.
- e. Corporate Support Services. Describe your company's corporate support services and regional management support.

Course Materials Program

6.8 Course Materials Program Submittal Requirements

- a. Course Materials Market Share Strategy/Services. Describe your company's plan to develop and implement an active strategic plan to protect the Bookstore's course materials market share. Include your company's plans to develop strong relationships with faculty, market and promote course materials to KCCD Students, and provide comprehensive course materials services to KCCD Students and Faculty, including, but not limited to, the following:
 - Registration integration
 - Custom publishing
 - OER
 - Digital delivery
 - Inclusive Access
 - Textbook rental
 - Used textbooks
 - Distance learning

Course Materials Adoption Tool

6.9 Course Materials Adoption Tool Submittal Requirements

- a. Course Materials Adoption Tool. Describe your company's Course Materials Adoption Tool, including the following:
 - Adoption tool overview
 - Database search
 - Adoption reporting

Course Materials Affordability / Pricing Policies

6.10 Course Materials Affordability / Pricing Policies Submittal Requirements

- a. Course Materials Pricing Strategies. Describe your company's plan to address the pricing concerns of students at KCCD. Include a detailed description of your company's Price Match Guarantee Program, Price Comparison Software, dynamic pricing, or similar programs that your company will implement at the Bookstore in order to provide value, compete with online booksellers, and increase market share.
- b. Shipping Policies/Programs. Describe your company's Shipping Policies including, but not limited to, the following:
 - Standard Shipping Charges
 - Standard Shipping Delivery Times
 - Expedited Shipping Charges
 - Expedited Shipping Delivery Times
 - Free Shipping Program(s)
 - Free Shipping Delivery Times

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

General Merchandise Pricing Policies

6.11 General Merchandise Pricing Policies Submittal Requirements

- a. Emblematic Merchandise Price Point Requirements. Describe your company's plan to sell emblematic/logo merchandise at multiple price points.

General Merchandise

6.12 General Merchandise Submittal Requirements

- a. Emblematic/Logo Merchandise Sales. Provide a detailed description of your company's plan to increase the sales of emblematic/logo merchandise, clothing, and

gifts to students, faculty, staff, and alumni. Describe your company's plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Website.

- b. Non-Emblematic Merchandise Sales. Provide a detailed description of your company's plan to increase the sales of non-emblematic merchandise (e.g., supplies, technology, convenience, graduation merchandise, dorm products, greeting cards, backpacks, etc.).
- c. New And Innovative Merchandise Sales. Provide a detailed description of your company's plan to provide new and innovative merchandise to the KCCD community. Include your company's commitment to make "first-to-market" programs available to KCCD on a timely basis.

Marketing Strategy

6.13 Marketing Strategy Submittal Requirements

- a. Campus Events. Describe your company's plans to take advantage of campus events and activities at KCCD organized by other campus entities, and/or your company's plans to create your own campus events and activities in order to generate additional sales.
- b. Marketing Plan. Describe your company's marketing and advertising plan for the Bookstore.
- c. Social Media Plan. Describe your company's social media plan for the Bookstore.

Website / Technology Program

6.14 Website / Technology Program Submittal Requirements

- a. Technology Plans. Describe your company's plan for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit KCCD and the Bookstore.
- b. Website/E-Commerce Plans. Include a detailed description of your company's plan to offer the following via a customized website for each Bookstore (e.g., Bakersfield, Cerro Coso, and Porterville):
 - Course materials reservation program
 - Online course materials ordering program
 - Online textbook adoption program
 - Online buyback program
 - Registration integration program
 - Compliance with HEOA (i.e., textbook ISBN number availability)

- Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- c. Technology Investment. Include your company's estimated capital investment for technology/automation in the Bookstore (excluding website development costs) and a timeline for your company's automation plans. Include your company's plan for integration with KCCD's systems.

(Note: KCCD will not buy out the undepreciated portion of the contractor's technology investment at the expiration, termination, or non-renewal of the contract.)

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

Transition Plan

6.15 Transition Plan Submittal Requirements

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

- a. Transition Plan. Provide a detailed transition plan and timeline that includes information on how your company will meet KCCD's expectation for a contract start date on July 1, 2023. Include a detailed timeline of key dates for the transition.
- b. KCCD Resources. Describe the required or assumed KCCD resources necessary for a smooth transition.
- c. Technology Implementation Plan. Describe your company's Technology Implementation Plan, including, but not limited to, the following:
- Systems integration/collaboration with the KCCD Administration
 - Staff training
 - Equipment installation
 - Website implementation
 - Online Adoption Tool implementation
- d. Corporate Support. Describe your company's corporate support during the first ninety (90) days of the transition including, but not limited to, the following:
- Regional Manager Coverage/Site Visits- Provide the schedule for Regional Manager site visits during the first ninety (90) days.
 - Vice President Level Support (i.e., operations, marketing, etc.)- Provide the schedule for site visits by the Vice Presidents during the first ninety (90) days.
 - Bookstore Operations and Customer Service Staff Training
- e. Miscellaneous/Other. Provide any additional information relevant to the transition.

Company History And Background

6.16 Company History And Background Submittal Requirements

- a. Company Background. Provide your company's qualifications and experience in managing college/university Bookstores. Describe your company's experience serving large public community colleges.
- b. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the administrator responsible for the Bookstore. Identify at least five (5) clients with bookstores similar in nature to the KCCD Bookstore.
- c. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the administrator responsible for the Bookstore.
- d. Financial Statements. Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.

Exceptions To The Bookstore RFP

6.17 Exceptions To The Bookstore RFP Submittal Requirements

- a. Exceptions To The Bookstore RFP. Identify any exceptions to the RFP that are included in your company's Proposal.

SECTION 7: INVENTORY PURCHASE & EQUIPMENT USE

7.1 Inventory Purchase

The selected contractor shall purchase the Bookstore's current inventory at the current contractor's cost, as follows:

- New textbooks that have been adopted for an upcoming semester or session shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the current contractor (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester or session shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of December 2022).
- All general books (e.g., trade books, reference books, technical books, etc.) in clean and saleable condition and less than twelve (12) months old, shall be purchased by the contractor at invoice cost.
- All general merchandise purchased by the Bookstore in the twelve-month period prior to the contract start date shall be purchased by the contractor at invoice cost. General merchandise includes, but is not limited to, art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBAs), graduation merchandise, etc.

7.2 Inventory Payment

The selected contractor shall pay the current contractor for the Bookstore's inventory within thirty (30) days from the commencement of the contract.

7.3 Inventory Purchase At End Of Contract

At the termination, expiration or non-renewal of the contract, KCCD or a subsequent contractor shall purchase the Bookstore inventory from the contractor in the same manner as outlined in Section 7.1 of this RFP.

7.4 Furniture, Fixtures, And Equipment

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstores that are owned by KCCD at the commencement of the contract. Any KCCD-owned furniture, fixtures, and equipment in the Bookstores which the contractor decides to no longer use in the operation of the Bookstores shall be turned over to KCCD.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstores at its expense. At the expiration, termination, or non-renewal of the contract, the contractor shall return any KCCD-owned furniture, fixtures, and

equipment used, to KCCD in the same condition as at the commencement of the contract, excepting normal wear and tear.

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

SECTION 8: CONTRACT TERMS & CONDITIONS

8.1 Term

- a. Contract Term. The term ("Term") of the contract (contract to be prepared by KCCD and signed by KCCD and the selected contractor) shall be for five (5) years beginning July 1, 2023, and ending on June 30, 2028.

8.2 Termination

The contract shall contain the following clauses with respect to termination:

- a. Termination With Cause. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of the Bookstore. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the selection of a contractor) and such failure shall continue for thirty (30) days following written notice (the "Default Notice") from KCCD to the contractor informing the contractor of its failure to fulfill or perform said material obligation, KCCD may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. Termination Without Cause. KCCD may terminate the contract without cause at any time by providing the contractor with one hundred-fifty (150) days written notice.
- c. Termination For Bankruptcy/Insolvency. KCCD may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

8.3 Contract Administrator

- a. Contract Administrator. KCCD's Interim Chief Financial Officer or designee, will be the Contract Administrator, for any contract that results from this RFP.

8.4 Legal Fees

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

8.5 **Contract Award**

- a. If KCCD accepts a Proposal, a contract will be prepared by KCCD, and signed by KCCD and the contractor.

8.6 **Assignment Of Contract**

- a. The contractor shall not assign or transfer, by operation of law or otherwise, any or all of the contractor's rights, burdens, duties, or obligations with regard to the contract, without prior written consent of KCCD.

8.7 **Compliance With All Laws**

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

8.8 **Compliance With District Board Policies**

- a. The contractor shall comply with all applicable District Board Policies.

8.9 **Governing Law**

- a. The governing law for this contract will be the State of California, County of Kern.

8.10 **Indemnification Requirements**

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

- a. The contractor shall indemnify KCCD for all acts arising out of the contractor's negligent acts, errors, or omissions in the performance of the work pursuant to the contract between KCCD and the contractor. The contractor shall defend, indemnify, and save harmless KCCD, its employees, officers, and agents from any and all claims, demands, damages, costs, expenses, judgements or liability of any nature whatsoever which may result from the contract between KCCD and the contractor except for claims, demands, damages, costs, expenses, or judgements resulting solely from the negligence or willful misconduct of KCCD.

KCCD shall indemnify and hold harmless the contractor and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim, damage, loss, or expense caused by the negligent act, or willful misconduct of KCCD its employees, officers, and agents.

8.11 Insurance Requirements

The contractor shall adhere to the following Insurance Requirements:

- a. Insurance. The contractor agrees to obtain, pay for and maintain in effect during the Term of the Contract and/or date(s) of service(s), the following policies of insurance issued by an insurance company rated not less than “A-VI” in A.M. Best’s Insurance Rating Guide:
 - (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
 - (ii) Commercial Automobile Liability insurance for “any auto” with combined single limits of liability of not less than \$1,000,000 per occurrence;
 - (iii) Professional Liability insurance (also known as “Errors and Omissions” insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
 - (iv) Worker’s Compensation and State Disability insurance as required under law.
- b. Additional Insured. Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at the contractor’s expense, the contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the contractor’s original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, the contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant’s liabilities or obligations under the indemnification provisions of this Agreement.
- c. Cybersecurity Coverage. The contractor’s software agreements shall include evidence of cybersecurity coverage.

ATTACHMENTS

- Attachment A- Financial Bid Form
- Attachment B- Certification Of Nondiscrimination
- Attachment C- Non-Collusion Affidavit
- Attachment D- Statement Of Intent
- Attachment E- "No Bid" Response Form
- Attachment F- Facility Plans

**ATTACHMENT A
FINANCIAL BID FORM**

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

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

(%)

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

(%)

3. MINIMUM ANNUAL GUARANTEE:

(\$)

(Note: The contractor shall pay KCCD the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Commissionable Sales; plus the Commission As A Percent Of Pure Digital Course Materials Commissionable Sales.)

4. SIGNING BONUS:

(\$)

5. ADDITIONAL FINANCIAL INCENTIVES: (e.g., Textbook Scholarship, General Scholarship, etc.).

(\$)

6. FACILITY INVESTMENT:

(Depreciated on a straight-line basis over five (5) years)

(\$)

(Note: The capital investment in the facility must not include technology and equipment.)

7. TECHNOLOGY INVESTMENT:

(\$) _____

PROPOSAL SUBMITTED BY:

Company: _____

Company Address: _____

Federal I.D. #: _____

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT B
CERTIFICATION OF NONDISCRIMINATION**

**TO BE EXECUTED BY CANDIDATE AND
SUBMITTED WITH ITS PROPOSAL**

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

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this _____ day of _____, 2023.

CANDIDATE _____
(Type or Print Complete Legal Name of Candidate)

By _____
(Authorized Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

**ATTACHMENT C
NON-COLLUSION AFFIDAVIT**

**CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH ITS PROPOSAL**

(Name) _____, being first duly sworn, disposes and says that:

1. He or she is (Title, or Owner, or N/A) _____ of (Company, or N/A) _____, the Contractor making the foregoing proposal;
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
3. That the proposal is genuine and not collusive or sham;
4. That the Contractor has not directly or indirectly induced any other Contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing;
5. That the Contractor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
6. That all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted his or her proposal 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 collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this _____ day of _____, 2023.

Contractor: _____
(Type or Print Complete Legal Name of Contractor)

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

**ATTACHMENT D
STATEMENT OF INTENT**

**CONTRACTOR STATEMENT OF INTENT
TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH ITS PROPOSAL**

TO THE BOARD OF TRUSTEES
OF THE KERN COMMUNITY COLLEGE DISTRICT:

The undersigned, having become familiar with the specifications, contract conditions and requirements, and all other matters concerning the Request for Proposal and contract to be awarded, hereby offers to provide the required products and services, in accordance with its proposal and the proposed contract, subject to the terms and conditions set forth therein, all referenced material and attachments.

Contractor: _____
(Type or Print Complete Legal Name of Contractor)

Check One: Sole Ownership _____ Corporation _____
 Partnership _____ Other (Specify) _____

By: _____
(Signature)

Title: _____

IRS or Social Security No. of Contractor: _____

Address: _____

Phone: (_____) _____ - _____

Date: _____

**ATTACHMENT E
“NO-BID” RESPONSE FORM**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Kern Community College District vendor list **for this service/commodity**, please remove this form and return to the Purchasing Department by mail, email, or fax.

Kern Community College District
Purchasing & Contracts
2100 Chester Avenue
Bakersfield, CA 93301

Email purchasing@kccd.edu
Fax (661) 336-5178

RFP #DO230118- KCCD BOOKSTORE RFP

Business Name

Date

Mailing Address

Telephone

City, State, Zip

Contact

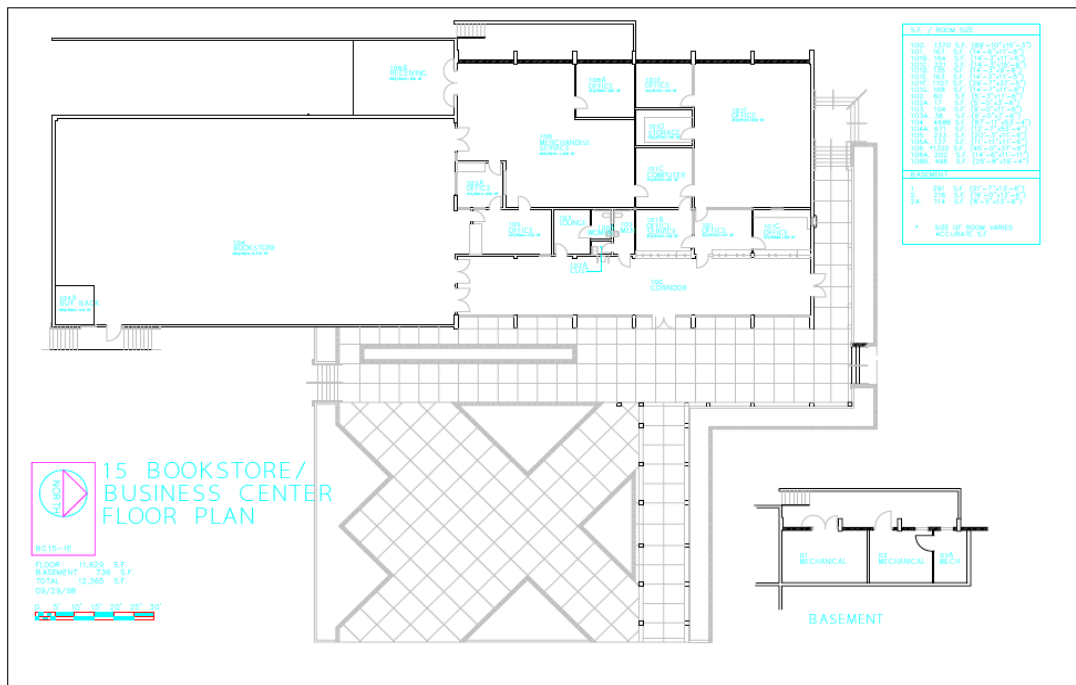
REASON(S) FOR NOT SUBMITTING A BID:

ATTACHMENT F FACILITY PLANS

Facility plans are included for the following locations:

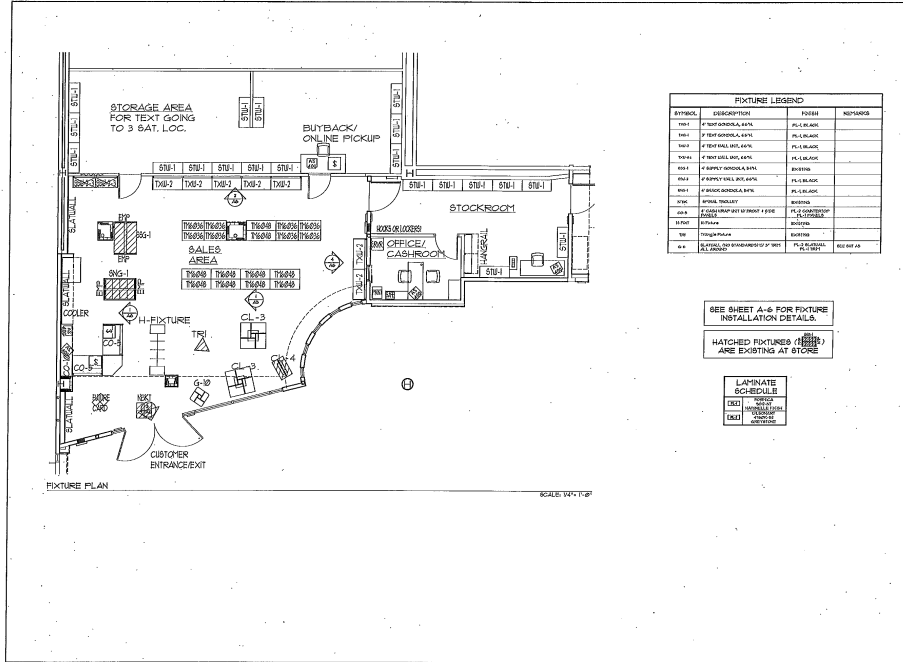
- Bakersfield College Bookstore
- Cerro Coso Community College Bookstore
- Porterville College Bookstore

Bakersfield College Bookstore



Cerro Coso Community College Bookstore

CCC



FIXTURE LEGEND			
SYMBOL	DESCRIPTION	FIXTURE	QUANTITY
STU-1	2 FOOT STUDENT, 45\"/>		

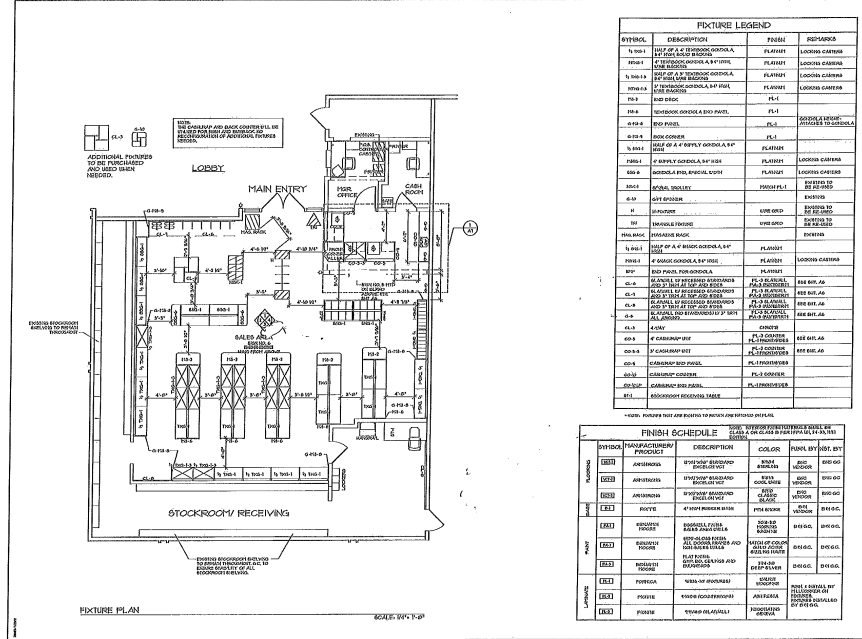
SEE SHEET A-6 FOR FIXTURE
INSTALLATION DETAILS

HATCHED FIXTURES (Hatched Box)
ARE EXISTING AT STORE

LAMINATE
SCHEDULE

Porterville College Bookstore

PC



SYMBOL	DESCRIPTION	FINISH	REMARKS
1. 1001	1/2\"/>		

SYMBOL	DESCRIPTION	FINISH	REMARKS
1. 1001	1/2\"/>		