BID NO. 295 D

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

1. BOOKSTORE OPERATIONS FOR SADDLEBACK COLLEGE

2. BOOKSTORE OPERATION FOR IRVINE VALLEY COLLEGE

BID DEADLINE – MARCH 27, 2012

TIME - 2:00 P. M.
I. BACKGROUND

The South Orange County Community College District (DISTRICT) is seeking proposals for bookstore operations at its two colleges, Saddleback College and Irvine Valley College. Saddleback College is located in Mission Viejo and serves the educational needs of students in the Dana Point, El Toro, Laguna Beach, Laguna Hills, Laguna Niguel, Mission Viejo, San Clemente, San Juan Capistrano and Santa Margarita areas and has a current student unduplicated enrollment of about 28,000 students; it is estimated that it will reach 35,000 unduplicated enrollments by the year 2015. Irvine Valley College is located in Irvine and serves students in the Irvine, Tustin, Lake Forest and Laguna Beach areas and has a current enrollment of about 15,500 students; it is estimated that enrollment will reach 16,000 unduplicated enrollments by the year 2015.

II. CURRENT BOOKSTORE OPERATIONS

A. SADDLEBACK COLLEGE

The DISTRICT currently contracts with a commercial firm for the operation of the Saddleback College bookstore located on 28000 Marguerite Parkway, Mission Viejo, California, 92692 which operates in approximately 6,000 SF of space in the Student Services Center, including the main sales and office area in the first floor and the storage area in the basement (see attached plans). The current vendor also provides, at its expense, a portable trailer situated in front of the bookstore. In addition, the current vendor offers limited bookstore services in the lower campus of the college (the “Village”) from a temporary trailer provided by the vendor.

- **Annual Sales**
  The current bookstore contractor has reported below sales figures for the periods indicated:
  - July 1, 2006 to June 30, 2007...........$5,241,387
  - July 1, 2007 to June 30, 2008...........$5,243,388
  - July 1, 2008 to June 30, 2009...........$5,237,986
  - July 1, 2009 to June 30, 2010...........$5,058,805
  - July 1, 2010 to June 30, 2011...........$4,593,873

- **Annual Commission Payments**
  The current bookstore contract includes a requirement for payment of the below commission amounts to the DISTRICT:

  $650,000 guaranteed minimum per year
  or
  12.1% of all gross revenue up to $5,000,000* plus
13.1% of any part of gross revenue over $5,000,000*plus

* For the purpose of determining the applicable percentage commission, the combined gross revenue for both Bookstores of Saddleback and Irvine Valley Colleges shall be used.

- **Current Pricing Policy**
  - New required textbooks: No higher than publisher’s list price or 25% profit on net price textbooks
  - Required used textbooks: Not to exceed 75% of current new textbook selling prices
  - Course packs: No more than 30% gross profit
  - School and art supplies: At 45% - 50% achieved gross profit

**B. IRVINE VALLEY COLLEGE**

The DISTRICT currently contracts with a commercial firm for the operation of the Irvine Valley College Bookstore located on 5500 Irvine Center Drive, Irvine, CA 92618 which operates in a modular building of approximately 3,000 SF that has an adjacent 1,000 SF storage building. (See attached plans).

- **Annual Sales**
  The current bookstore contractor has reported the below sales figures for the periods indicated:

<table>
<thead>
<tr>
<th>YEARS</th>
<th>Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2006 to March 31, 2007............</td>
<td>$3,141,056</td>
</tr>
<tr>
<td>April 1, 2007 to March 31, 2008............</td>
<td>$3,403,192</td>
</tr>
<tr>
<td>April 1, 2008 to March 31, 2009............</td>
<td>$3,626,243</td>
</tr>
<tr>
<td>April 1, 2009 to March 31, 2010............</td>
<td>$3,368,774</td>
</tr>
<tr>
<td>April 1, 2010 to March 31, 2011............</td>
<td>$3,017,018</td>
</tr>
</tbody>
</table>

- **Annual Commission Payments**
  The current bookstore contract includes a requirement for payment of the below commission amounts to the DISTRICT:

  $350,000 guaranteed minimum
  or
  12.1% of all gross revenue up to $5,000,000*plus
  13.1% of any part of gross revenue over $5,000,000*plus
  * For the purpose of determining the applicable percentage commission, the combined gross revenue for both Saddleback and Irvine Valley Colleges Bookstores shall be used.

- **Current Pricing Policy**
  - New required textbooks: No higher than publisher’s list price or 25% profit on net price textbooks
  - Required used textbooks: Not to exceed 75% of current new textbook selling prices
  - Course packs: No more than 30% gross profit
III. SCOPE OF PROPOSAL

The DISTRICT is inviting vendors to submit separate proposals for a two (2) year agreements with three (3) one year options to renew to operate the Saddleback College and Irvine Valley College bookstores. In each case, operation of the bookstore shall include all services provided by the current operator at the respective campus. The colleges are open to suggestions for improvements and will consider all changes proposed by the vendors. Implementation of changes will require college approval.

Proposals shall describe in detail how the vendor would operate each college bookstore at its present location, including any modifications proposed to enhance the appearance and/or efficiency of the facility. If modifications are proposed, the submittal shall include floor plans, list of proposed improvements, new equipment, signage, etc., and a detailed capital investment plan. Should the proposed modification include any construction, it must be reviewed and approved by the appropriate agencies.

Proposals must also indicate:

a) The compensation to be provided to the DISTRICT as further discussed in paragraph IV, M.
b) Proposed price structure as discussed in paragraph VI.
c) Proposed minimum percentage of used books that will make available for purchase by students.
d) Any incentives, special programs, discounts, etc., offered (provide detailed information).
e) Any proposed capital contributions to store improvements, remodel, or additions.
f) Proposed annual donations of books, supplies, scholarships, etc.
g) Information Required of Bidders (return attached form, completed and signed)
h) Affidavit of Non-Collusion
i) Current Certificate of Insurance
j) Provide latest list of all current clients
k) Textbook order/reorder process and proposed electronic methods for:
   1. notification to College of out-of-stock and out-of-print titles in a timely manner.
   2. notification to College of textbook arrivals.
   3. provide proposed hard copy and electronic forms for distribution to faculty for reporting inventory and assisting with reorder process.

Proposals must be signed by a person authorized to represent the company. Four copies of each proposal are required.

ALTERNATE PROPOSALS

Bidders may submit other proposals that might be of interest to the DISTRICT. In all cases, bidders shall submit detailed information to allow the evaluation committee to evaluate the proposals and make a recommendation. The DISTRICT reserves the right to accept or reject any alternate proposal at its sole discretion.
IV. BOOKSTORE SERVICES REQUIREMENTS AND OPERATIONS

The bookstore operator at each campus shall be responsible for managing and operating a comprehensive bookstore program in accordance with the requirements specified in this Request for Proposals and the Agreement between the DISTRICT and the CONTRACTOR. The following is a summary of the services that shall be provided by the bookstore operator:

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

1. All merchandise inventory cost.
2. All equipment and fixtures not provided by the DISTRICT and necessary to operate the bookstore. CONTRACTOR shall enclose with the proposal descriptive drawings and/or photos of proposed internal layout and design appearance of campus bookstore.
3. Maintenance, in proper condition and repair, of any DISTRICT provided bookstore furniture, fixtures and equipment used by the CONTRACTOR.
4. Maintenance of the wall-mounted fire extinguishers at least once each fiscal year and providing the DISTRICT with necessary documents of proof thereof.
5. Cleaning of the office, display/merchandising and receiving/warehousing areas.
6. Maintain clean, dry floors in the service areas at all times.
7. All telephone and computer access expenses, including on line faculty book ordering and on line student transactions.
8. All taxes and insurance costs.
9. Extermination and pest control services.
10. All vehicle and transportation costs required for the operation.
11. All office and operating supplies.
12. All advertising and promotion costs.
13. Removal of all trash and garbage to District-provided waste receptacles.
14. Providing limited bookstore services at the “Village” (at Saddleback College).

B. The CONTRACTOR shall also be responsible for:

1. All labor costs, Social Security tax, and unemployment insurance.
2. All salaries, wages and employee benefits payable to or on behalf of the CONTRACTOR’s employees. All employees (including students) shall be employed by the CONTRACTOR in his own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
3. CONTRACTOR shall be open to discuss with College staff employment opportunities for students and, whenever possible, hire College students for both part-time and temporary positions. CONTRACTOR shall take into consideration academic commitments of student employees in scheduling responsibilities and hours.

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

5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR’s personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.

C. CONTRACTOR shall at the minimum remain in operation during all instructional terms of the year. The CONTRACTOR shall have the Bookstore(s) fully stocked, textbooks shelved and sell-ready one week prior to the start of classes. CONTRACTOR shall confer with the College in establishing and maintaining bookstore hours to adequately serve day, night, and weekend students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be agreed upon by both parties, including days that the bookstore shall be open before each instructional term.

D. CONTRACTOR shall, at Saddleback College, have one representative at the “Village” quad and one representative at the Student Services quad during the first two weeks of the Fall and Spring semesters and the first three days of all late start classes as well as the first three days of Summer terms. These representatives should work from a portable table or kiosk equipped with computer access to assist students with on spot online book ordering.

E. CONTRACTOR shall coordinate and arrange with the Coffee Café the ability to sell small supplies such as Scantrons, blue books, pencils, pens, etc. This arrangement maybe satisfied by installing a vending machine at the Village.

F. 1. CONTRACTOR shall collect fees for various College or student activities and Orange County Transit District passes, as well as Metrolink and Amtrak passes, and remit to DISTRICT monthly by check with an accounting sheet indicating specific categories of fee collection. These fees will not be considered revenues for purpose of any commission computation.

2. CONTRACTOR shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards.

CONTRACTOR shall provide charge sales to the respective Colleges and to South Orange County Community College District on their own accounts, payable thirty (30) days from statement date. CONTRACTOR shall accept personal and College checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate identification.
3. CONTRACTOR shall establish a computerized and integrated accounting system whereby students in the EOPS program may purchase pre-approved books which will be billed along with the automated report to EOPS/CARE and CalWORKs directly. The computerized and integrated accounting system must conform to the EOPS/CARE, CalWORKs and District IT requirements.

4. CONTRACTOR shall accept financial aid and scholarship bookstore vouchers.

5. CONTRACTOR shall accept student ID debit cards if implemented by the Colleges.

6. CONTRACTOR shall provide a student friendly buyback program after each term to insure the purchase and sale of maximum number of used books.

G. CONTRACTOR shall provide to every person purchasing a textbook during term a brochure describing the bookstore policies and procedures.

H. CONTRACTOR shall provide online bookstore services for students and staff that integrates registration, etc., with present IT systems and will maintain such integration, at CONTRACTOR’s cost, should the IT systems be upgraded or changed in the future. Any IT software system’s version upgrade must be implemented and integrated within 30 days. Any IT system problems must troubleshoot and resolved within 3 days.

I. CONTRACTOR shall provide merchandise bags printed with the college logo. These bags may also have the CONTRACTOR’s name and logo.

J. 1. CONTRACTOR shall maintain an electronic inventory system for new and used textbooks that will promote service to the faculty and maximize the number of used books for the students. Inventory system and results shall be available for review by the DISTRICT at the DISTRICT’s discretion.

   2. CONTRACTOR shall also:
      a) Notify College of out-of-stock and out-of-print titles in a timely manner.
      b) Notify College of textbook arrivals
      c) Provide forms for distribution to faculty for reporting inventory and assisting with reorder process.
      d) Provide College, on a weekly basis, with an updated book adoption list as received from faculty.
      e) Provide College Libraries, a single copy of textbooks, at no cost to the College, when books are out-of-stock. This may be due to late shipments or not enough numbers of textbooks available.
      f) Required books must be displayed in the manner that is obvious and in plain sight of the students. Recommended books must be clearly marked as recommended so to not be confused with the “Required” books.
      g) A confirming email shall be sent to the Instructor when her/his book adoption is received.
      i) Guarantee to provide the number of textbooks required.

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

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

L. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT’s premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to Contractor, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. Surrendered premises and equipment shall be left in a clean, orderly, state satisfactory to DISTRICT. CONTRACTOR shall return all keys issued to him.

M. In consideration of a contract to exclusively provide the DISTRICT with bookstore services, the CONTRACTOR shall pay a commission percent of net revenue, with a guarantee of minimum per annum. (Specify terms in exact detail in proposal including minimum guaranteed and any other consideration to be offered such as fixtures, equipment, etc.) Net revenue shall be considered to be monies collected by the bookstore for the sale of all merchandise minus sales refunds, sales tax and any other tax added to the selling price. Excluded from net would be fees collected for various College or student activities as specified in Section IV, Paragraph F1. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one-half percent (1-1/2%) compounded per month plus $250 of the DISTRICT’s share will be assessed against the CONTRACTOR for any late remittance.

N. CONTRACTOR shall make annual donation of used and/or new books to the library reference section in the amounts stipulated in its proposal. Contractor shall also contribute to scholarships and make donations in accordance with its proposal.

O. The successful bidder, as CONTRACTOR, shall enter into an agreement with the DISTRICT. A copy of the approved contract form is attached and must be reviewed thoroughly by the bidders who should note any comments or objections in their proposals. Failure to do so will indicate acceptance of the proposed agreement format and language.

V. EXCLUSIVE FRANCHISE

The successful bidder at each college shall be, during the duration of his contract, the only authorized bookstore on campus. The DISTRICT will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities. The Friends of the Library and ASB sanctioned clubs may request authorization to conduct used book sales to raise funds for their programs; the college will consult and coordinate with the CONTRACTOR prior to authorizing these events.

The above notwithstanding, the DISTRICT cannot restrict the right of other business to advertise on campus as long as they comply with the pertinent board policies. In that context, business offering text books for sale have occasionally advertised on campus; the DISTRICT does not endorse these vendors and will not allow sales on campus but cannot prevent the advertising from taking place.
CONTRACTOR will also have the right to use the College seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.

VI. PRICES

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

<table>
<thead>
<tr>
<th>Item</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbook packages</td>
<td>School supplies</td>
<td></td>
</tr>
<tr>
<td>Textbooks – new</td>
<td>Photography supplies</td>
<td></td>
</tr>
<tr>
<td>Textbooks – used</td>
<td>Art Supplies</td>
<td></td>
</tr>
<tr>
<td>E-Books Textbooks</td>
<td>Lab Supplies</td>
<td></td>
</tr>
<tr>
<td>Textbooks Rentals</td>
<td>Insignia items</td>
<td></td>
</tr>
<tr>
<td>Tradebooks – paperback</td>
<td>Softgoods</td>
<td></td>
</tr>
<tr>
<td>Tradebooks – hardbound</td>
<td>Novelties</td>
<td></td>
</tr>
<tr>
<td>Duplicated Syllabi</td>
<td>Other (specify)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Prepriced paper books will be sold at the price indicated thereon or for less.

VII. DISCOUNTS

The CONTRACTOR shall specify in his proposal the percentage of discount offered on items purchased by the:

<table>
<thead>
<tr>
<th>Category</th>
<th>TEXTBOOKS</th>
<th>ALL OTHER MERCHANDISE</th>
</tr>
</thead>
<tbody>
<tr>
<td>District &amp; College purchases</td>
<td>_______ %</td>
<td>_______ %</td>
</tr>
<tr>
<td>Faculty &amp; Staff</td>
<td>_______ %</td>
<td>_______ %</td>
</tr>
<tr>
<td>ASB Card Holder</td>
<td>_______ %</td>
<td>_______ %</td>
</tr>
</tbody>
</table>

Proposals shall clearly specify if any items are not subject to this discount.

VIII. BOOK BUYBACKS

The following is the current book buy back policy. At a minimum, the CONTRACTOR shall be required to maintain this policy. Proposals shall indicate whether vendor offers to maintain this policy or what improvements are offered.
The CONTRACTOR currently purchases used books from the students, year round during regular store hours, and buy back quantities from students have priority over order quantities for new stock from the publishers or wholesalers. The buyback value, for books in a resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of the retail price. The buyback value for all other books is, dependent on condition, at current wholesale market pricing. Stack buying, at the buyback counter, is not allowed. Buy back values are stated for each title at the buyback counter. The policy is to buy any textbook for which there is resale market value.

IX. DISTRICT RESPONSIBILITIES

A. The DISTRICT shall:

1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).

2. Provide, as mutually agreed, current district-owned facilities and utilities reasonably required by the CONTRACTOR for the efficient operation of its bookstore.

3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).

4. Be responsible for and assume the costs of the following:
   a) Providing building space for bookstore operations.
   b) Providing outside trash bin and trash collection services.
   c) Cost of the utilities: electricity, heat, and air conditioning.

5. Provide janitorial and grounds maintenance coverage of the areas outside the bookstore.

6. Provide all building replacement lamps required in the bookstore areas.

7. The DISTRICT shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore.

8. The DISTRICT will provide the contractor with necessary textbook adoption each session or semester.

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

X. QUALIFICATION OF VENDOR

All bidders shall complete the included Information Required of Bidder form and shall provide the following information and documents with their proposals:

A. A detailed description of the company’s corporate or other organizational structure.

B. A chronological history of the operation of the company during the past ten years, including major bookstore customer accounts, the size of the accounts, etc.
C. Copies of the company’s last annual financial statement.

D. Evidence of successful operation of similar-sized bookstore contracts (preferably college bookstores in California), including client address and name and names and phone numbers of the persons that may be contacted to verify the information. Letters of recommendation may also be included with the proposal.

XI. EVALUATION OF PROPOSALS

DISTRICT and College staff will evaluate all proposals received and recommend for award for each college the proposal that best serves the interest of the DISTRICT, the colleges, and the respective Associated Student Governments. The evaluation process will include, but will not be limited to, consideration of the following criteria:

A. The thoroughness of the CONTRACTOR in responding to this Request for Proposals.

B. The recent documented experience of the CONTRACTOR in successfully operating a bookstore program of the type described in this Request for Proposals.

C. The general appeal of all aspects of the proposed bookstore program to the Evaluation Committee, including the level of services proposed for students and staff.

D. The financial condition and stability of the CONTRACTOR.

E. The physical improvements that the CONTRACTOR intends to make, at its own expense, in improving the College’s bookstore facilities.

F. The commission payment structure and the pricing policy proposed by the CONTRACTOR. The Board of Trustees of the DISTRICT has expressed interest in making textbooks available to students at the best possible prices while maintaining the highest possible commission payment structure.

G. The reference materials provided.

H. The results of inspection and evaluation visits by DISTRICT and College staff of other bookstore programs operated by the bidder.

The DISTRICT, after reviewing all proposals, may select a limited number of finalists for interview by a selection committee. Further information regarding the bookstore services program proposed by the bidder, the bidder’s past bookstore services experience and references may be required at that time. The selection committee may choose to visit other bookstore services programs operated by any or all of the finalist bidders for purposes of evaluation.

XII. WITHDRAWAL OF PROPOSALS

No bidder may withdraw any bid for a period of ONE HUNDRED AND TWENTY (120) days after the date set for the opening of the bids.
XIII. INSURANCE

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

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

$2,000,000 Employer’s Liability Insurance per accident limit for bodily injury and property damage liability, $2,000,000 for each accident or death; $1,000,000 comprehensive automotive liability; $200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.

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

The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount. These policies shall name the DISTRICT, the Board of Trustees, Saddleback College or Irvine Valley College (as applicable), the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.

XIV. EVALUATION OF SERVICE

A. Each college shall have a bookstore committee to appraise and evaluate the operations of the CONTRACTOR.

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

C. The colleges may request CONTRACTOR to assist in college student satisfaction surveys.

D. The DISTRICT reserves the right to request its auditor to examine the CONTRACTOR’s records.

XV. TERMINATION

A. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.
B. In the event the CONTRACTOR fails to remedy the failure or default within the specified period, the DISTRICT shall have the right to cancel and terminate the established contract. In such case, it shall be incumbent upon the CONTRACTOR to continue operation until relieved by a subsequent bookstore operator chosen by the DISTRICT (not to exceed ninety (90) days).

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

XVI. BID INFORMATION

Bid Deadline: Tuesday, March 27, 2012 @ 2 pm

PROPOSALS (FOUR COPIES) TO BE SUBMITTED TO: Brandye D’Lena
Director of Facilities Planning & Purchasing
South Orange County Community College District
28000 Marguerite Parkway
Health Science Building 3rd Floor
Mission Viejo, California 92692

PROPOSALS MUST BE RECEIVED AT THE ABOVE-NOTED OFFICE OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT NOT LATER THAN MARCH 27, 2012 AT 2:00 PM. Late bids will not be accepted and will be returned unopened. Proposals may be delivered, in person, by US mail, or courier services. FAX proposals are not acceptable. Proposals must be submitted in an envelope marked with the bid number.

Proposals shall be binding upon the provider for 120 calendar days following the award recommendation date. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Number of Copies: Submit four (4) copies for each of the proposals. Brochures and other promotional materials are not necessary unless you consider them to be the only way to convey your services.

The South Orange County Community College District is issuing this Request for Proposals on behalf of the Saddleback College and Irvine Valley College and is the single point of contact regarding all questions related to this RFP. All communications, including any requests for clarification concerning RFP, shall be addressed no later than Tuesday, March 13, 2012, in writing, email or fax to:

Brandye K. D’Lena
Email: bdlena@socccd.edu
Fax: 949/364-1731

Although the schedule is subject to change, the Colleges intend to adhere to the following schedule:

PUBLISH: Wednesdays, February 15th & 22th, 2012
PREBID CONFERENCE: Tuesday, March 6, 2012 at 11 am
XVI. PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on March 6, 2012 at 11:00 AM, in the Health Science Bldg. 3rd Floor, Room 357, at Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California, 92692. Visits of the bookstores at Saddleback and Irvine Valley College will immediately follow. Interested bidders must be in attendance from the beginning to the end of the meeting as a prerequisite for bidding on the Bookstore Contract.

Maps of the campuses are enclosed (see Attachments B & C). Parking is available in all lots with the purchase of a day parking permit which can be obtained at dispensers located at several campus locations. Interested vendors must be in attendance, confirmed with signatures in the sign in and sign out sheets from the beginning to the end of the conference to qualify for bidding on the Bookstore Operation.

XVII. REVISIONS TO THE REQUEST FOR PROPOSALS

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all providers who attended the mandatory pre-bid conference. The Colleges reserve the right to extend the deadline for receipt of proposals if needed.

XVIII. WITHDRAWAL OF PROPOSAL BY VENDOR

Proposals may be withdrawn in writing and submitted via fax, mail or hand delivery from the vendor prior to the bid deadline for receipt of proposals. No oral withdrawals will be accepted.
AFFIDAVIT OF NON-COLLUSION

The prospective Vendor must sign the Affidavit and provide the information required of Vendors as outlined.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Vendor, a partner, or an officer or employee of the responding corporation having authority to sign on its behalf;

2. That the attached proposal or proposals have been arrived at by the Vendor independently, and have been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;

3. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Subscribed and sworn to me this

______ of _______, ____________

______________________________
Signature

Notary Public  
______________________________
Firm Name

Expires  
______________________________
Date
1. BOOKSTORE OPERATIONS AGREEMENT FOR SADDLEBACK COLLEGE

PROPOSAL FORM

Director of Facilities Planning and Purchasing
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92629-3635

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and have received Addenda numbers __________ ______ and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: _______________________________________
Address: ___________________________________________
City: _______________________________________________
State & Zip: _________________________________________
Telephone: __________________________________________

Name: _____________________________________________
Signature: __________________________________________
Title: ______________________________________________
Date: ______________________________________________
2. BOOKSTORE OPERATION AGREEMENT FOR IRVINE VALLEY COLLEGE

PROPOSAL FORM

Director of Facilities Planning and Purchasing  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92629-3635

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and have received Addenda numbers ________ ________ and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: ________________________________

Address: ________________________________

City: ________________________________

State & Zip: ________________________________

Telephone: ________________________________

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________
INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder’s firm and any of its owners, officers, directors, shareholders, parties or principals. District has the discretion to request additional information.

A. General Information

(1) Firm name and address:
________________________________________________________
________________________________________________________
________________________________________________________

(2) Telephone: ______________________ FAX No._______

(3) Type of firm: (check one)
Individual ______ Partnership ______ Corporation ______

(4) Have you ever operated a bookstore service under a different name? _________
If yes, give name and details:___________________________________________________

(5) Names and titles of all officers of the firm:
________________________________________________________
________________________________________________________
________________________________________________________

(6) Number of years as a provider of bookstore services this type: _____________

(7) Person who attended the pre-bid conference and inspected the site:
Name and Title: _____________________________________________________________
Date(s) of Inspection: _______________________________________________________

(8) How many years of experience in providing bookstore services for an educational institution has your organization had? _______________
(a) at a community college (specify college) ________________________________
(b) at other institutions (specify) ______________________

(9) Have you been in litigation on a question relating to your performance on a contract during the past five (5) years? ________ If yes, explain, and provide case name and number.

___________________________________________

___________________________________________

(10) Has any of your contracts to provide bookstore services been terminated by the owner within the last five (5) years? ________ If so, give owner and details:

___________________________________________

___________________________________________

(11) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District or the Associated Student Body? ________ If so, please elaborate:

___________________________________________

___________________________________________

B. List of References

The following information contain persons or entities familiar with the Bidder’s Work:

1. Name of Agency: _____________________________________________________________
   Agency Address: _____________________________________________________________
   _____________________________________________________________
   Telephone: ______________________ FAX: _________________________________
   Contact Person: _____________________________________________________________
   Type of services provided: _____________________________________________________
   Dates services provided: _______________________________________________________

2. Name of Agency: _____________________________________________________________
   Agency Address: _____________________________________________________________
   _____________________________________________________________
   Telephone: ______________________ FAX: _________________________________
   Contact Person: _____________________________________________________________
Type of services provided: _________________________________

Dates services provided: _________________________________

3. Name of Agency: _________________________________
Agency Address: _______________________________________

Telephone: ________________________ FAX:______________________

Contact Person: _________________________________
Date of services provided: _________________________________

Dates services provided: _________________________________

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of ____________, 20 _____, at __________________________ State of _______________.

City, County

________________________________________
(Company Name)

________________________________________
(Name)

________________________________________
(Signature)
ATTACHMENT “A”

AGREEMENT

For

BOOKSTORE OPERATIONS AGREEMENT

IRVINE VALLEY COLLEGE And/Or SADDLEBACK COLLEGE

THIS AGREEMENT, is made this____ day of ____ 2012, by and between the South Orange County Community College District, hereinafter referred to as “DISTRICT”, and _______________________, an Illinois corporation, hereinafter referred to as “CONTRACTOR”.

1. SCOPE

The CONTRACTOR hereby agrees to manage the Irvine Valley College Bookstore located on the Irvine Valley College Campus, 5500 Irvine Center Drive, Irvine, California 92618 and/or Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California 92692 during the term of this Agreement.

2. TERM

The duration of this agreement shall be for a period of two (2) years beginning July 1, 2012 with three (3) one (1) year options to renew to operate the Saddleback College and/or Irvine Valley College Bookstores.

3. CONTRACTOR’S RESPONSIBILITIES

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

15. All merchandise inventory cost.

16. All equipment and fixtures not provided by the DISTRICT and necessary to operate the bookstore.

17. Maintenance, in proper condition and repair, of any DISTRICT provided bookstore furniture, fixtures and equipment used by the CONTRACTOR.

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

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

20. Maintain clean, dry floors in the service areas at all times.

21. All telephone and computer access expenses.

22. All taxes and insurance costs.

23. Extermination and pest control services.
24. All vehicle and transportation costs required for the operation.

25. All office and operating supplies.

26. All advertising and promotion costs.

27. Removal of all trash and garbage to District-provided waste receptacles.

28. Provide limited bookstore services at the “Village” (at Saddleback College).

B. The CONTRACTOR shall also be responsible for:

1. All labor costs, Social Security tax, and unemployment insurance.

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

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

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

5. CONTRACTOR shall consult and notify the College in regard to the appointment, service, transfer, and dismissal of all CONTRACTOR management personnel serving on campus. All CONTRACTOR’s personnel shall be subject to DISTRICT regulations regarding personal behavior and use of DISTRICT facilities, and shall be subject to exclusion from the DISTRICT at the request of the DISTRICT for serious violations thereof or for conduct inimical or offensive to the interest of the DISTRICT or its students.

C. CONTRACTOR shall at the minimum remain in operation during all instructional terms of the year. The CONTRACTOR shall have the Bookstore(s) fully stocked, textbooks shelved and sell-ready one week prior to the start of classes. CONTRACTOR shall remain in operation during all instructional terms of the year. CONTRACTOR shall confer with the College in establishing and maintaining bookstore hours to adequately serve day and night students during the regular term and extend its hours during opening and rush periods. Hours and days of operations shall be agreed upon by both parties, including days that the bookstore shall be open before each instructional term. CONTRACTOR shall adjust its business hours to accommodate Irvine Valley and/or Saddleback College’s special events, such as major athletic games, homecoming, commencement, parents weekends, and campus lectures.

D. CONTRACTOR shall, at Saddleback College, have one representative at the “Village” quad and one representative at the Student Services quad during the first two weekends of the Fall and Spring semesters and the first three days of all late start classes as well as the first three days of
Summer terms. These representatives should work from a portable table or kiosk equipped with computer access to assist students with on spot online book ordering.

E. 1. CONTRACTOR shall collect fees for various College or student activities and Orange County Transit District passes and remit to DISTRICT monthly by check with an accounting sheet indicating specific categories of fee collection. These fees will not be considered revenues for purpose of any commission computation.

2. CONTRACTOR shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards. CONTRACTOR shall provide also for charge sales to Irvine Valley College, Saddleback College and to South Orange County Community College District on their own accounts, payable thirty (30) days from statement date. CONTRACTOR shall accept personal and Irvine Valley and Saddleback College checks from students, faculty and staff in reasonable amounts in payment for purchases, subject to appropriate identification.

3. CONTRACTOR shall establish an automated and integrated accounting system whereby students in the EOPS/CARE and CalWORKS programs may purchase books with charges billed to EOPS directly.

4. CONTRACTOR shall accept financial aid bookstore vouchers.

5. CONTRACTOR shall accept student ID debit cards if implemented by the Colleges.

F. CONTRACTOR shall provide to every person purchasing a textbook during term a brochure describing the bookstore policies and procedures.

G. CONTRACTOR shall provide on line bookstore services for students and staff that integrates registration, etc., with the present IT systems and will maintain such integration, at CONTRACTOR’S cost. Any IT software system’s version upgrade must be implemented and integrated within 30 days. Any IT software system problems must be troubleshoot and resolved within 3 days.

H. CONTRACTOR shall provide merchandise bags printed with the college logo. These bags may also have the CONTRACTOR’s name and logo.

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

K. CONTRACTOR shall specify its textbook order/reorder process and its methods for:

   4. notification to DISTRICT of out-of-stock and out-of-print titles in a timely manner.
   5. notification to DISTRICT of textbook arrivals.
   6. provide proposed forms for distribution to faculty for reporting inventory and assisting with reorder process.

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L. CONTRACTOR shall provide appropriate signage at the bookstore, including posting operating hours at the store entrance. CONTRACTOR agrees that DISTRICT’s approval in advance is required for any proposed new sign.

M. CONTRACTOR shall coordinate and arrange with the Coffee Café at Saddleback College the ability to sell small supplies such as Scantrons, blue books, pencils, pens, etc. This arrangement maybe satisfied by installing a vending machine at the Village.

N. CONTRACTOR ensures it will not sell questionable merchandise at the Irvine Valley and/or Saddleback College Bookstores. In cases in which the DISTRICT questions the sale of items it considers objectionable, CONTRACTOR will discontinue the display and sale of those items immediately.

O. CONTRACTOR to provide College Libraries, a single copy of textbooks, at no cost to the college, when books are out-of-stock. This may be due to late shipments or not enough numbers of textbooks available.

P. CONTRACTOR shall display the “Required” books in the manner that is obvious and in plain sight of the students. Recommended books must be clearly marked as recommended so to not be confused with the “Required” books.

Q. CONTRACTOR shall send confirming email to the Instructor when her/his book adoption is received.

R. CONTRACTOR to guarantee and provide the number of textbooks required.

S. CONTRACTOR will be responsible for informing the DISTRICT about needed facility repairs throughout the course of this contract. The DISTRICT will make or authorize repairs to the facility. Should a circumstance arise when CONTRACTOR is deemed responsible for wear or damage, the DISTRICT may request that CONTRACTOR pay for the necessary repairs.

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

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

V. On termination of the contract, CONTRACTOR shall vacate all parts of DISTRICT’s premises occupied by it and shall restore the same to the DISTRICT in the same condition as when originally made available to CONTRACTOR, reasonable wear and tear expected. CONTRACTOR and DISTRICT shall jointly conduct a closing inventory and CONTRACTOR shall replace or repair all lost, damaged or destroyed District-supplied equipment or other assets. All equipment and furniture provided by the CONTRACTOR will, at the end of the contract, remain the property of the CONTRACTOR.
4. CONSIDERATION

A. CONTRACTOR agrees to pay a commission percent of net revenue, with a guarantee of minimum per annum. Net revenue shall be considered to be monies collected by the bookstore for the sale of all merchandise and rental of items, minus sales refunds, sales tax and any other tax added to the selling price. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one-half percent (1-1/2%) compounded per month plus $200 of the DISTRICT’s share will be assessed against the CONTRACTOR for any late remittance.

B. CONTRACTOR agrees to pay the following commission amounts:

\[ \text{or} \]

C. In addition, CONTRACTOR agrees to invest up to $100,000 on the renovation of the existing bookstore module. The investment shall be made at CONTRACTOR’S discretion with the approval of the DISTRICT. CONTRACTOR agrees to provide detailed documentation of all investments to the DISTRICT.

D. CONTRACTOR agrees to budget $10,000 for advertising and community relations expenses.

5. EXCLUSIVE FRANCHISE

CONTRACTOR shall be, during the duration of his contract, the only authorized bookstore on campus. The DISTRICT will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities. Occasionally, the Friends of the Library or some student groups may request authorization to conduct used book sales to raise funds for their programs; the college will consult and coordinate with the CONTRACTOR prior to authorizing these events.

CONTRACTOR will also have the right to use Irvine Valley College and/or Saddleback College seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.

CONTRACTOR agrees that the bookstore may sell gum and candy but no other food or beverage items unless specifically authorized by the DISTRICT.

6. PRICES

CONTRACTOR agrees to maintain the following retail selling price structure:

- Textbooks – new
  - No higher than publisher’s list price or
  - 25% gross profit margin on net price books
  - A freight pass-through may be added.
Textbooks – used Not to exceed 75% of the current new textbook selling prices.

The maximum gross margins for all other merchandise will not exceed the normal gross profit margin within the campus bookstore industry.

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

7. **DISCOUNTS**

The following are the percentages of discount offered:

Items purchased by the DISTRICT and the College shall be on a discounted basis. The net price shall be twenty-five percent (25%) discount from retail, except textbooks, computer hardware, and software.

Faculty and staff will receive a discount of ten percent (10%) from regular retail prices on any item not on sale, excluding textbooks, computer hardware, and software.

Irvine Valley College and/or Saddleback College ASG cardholders will receive a ten percent (10%) discount, excluding textbooks, computer hardware and software.

8. **BOOK BUYBACKS**

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

9. **DISTRICT RESPONSIBILITIES**

A. The DISTRICT shall:

1. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).

2. Provide, as mutually agreed, current facilities and utilities reasonably required by the CONTRACTOR for the efficient operation of its bookstore.
3. Furnish the services of the maintenance staff when available, as required for the proper maintenance and repair of facilities (including plumbing and wiring).

4. Be responsible for and assume the costs of the following:
   i. Providing building space for bookstore operations.
   ii. Providing outside trash bin and trash collection services.
   iii. Cost of the utilities: electricity, heat, and air conditioning.

5. Provide janitorial and grounds maintenance coverage of the areas outside the bookstore.

6. Provide all building replacement lamps required in the bookstore areas.

7. The DISTRICT shall have the right to approve or disapprove all logo and regular merchandise and books to be sold in the bookstore.

8. The DISTRICT will provide the contractor with necessary textbook adoption no later than May 1 for Fall term, November 1 for Spring term, and March 1 for Summer term.

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

10. **INSURANCE**

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

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

        $2,000,000 Employer’s Liability Insurance per accident limit for bodily injury and property damage liability, $2,000,000 for each accident or death; $1,000,000 comprehensive automotive liability; $200,000 each accident in a single policy or a combination of an underlying and excess or umbrella-type coverage.

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

    The CONTRACTOR shall require any sub-contractor or assign to maintain insurance of the same kind and the same amount. These policies shall name the DISTRICT, the Board of Trustees, Saddleback College or Irvine Valley College (as applicable), the Associated Student Government, and all their respective officers, agents, employees, and volunteers, as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall be primary and non-contributing with any insurance carried by the DISTRICT and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with copies of receipts of all premium payments made thereon prior to commencement of an agreement.

    C. The insurance provided by the CONTRACTOR will cover all furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning,
windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by the DISTRICT. This insurance policy will be sufficient to cover the full replacement cost of the items listed. CONTRACTOR agrees that the insurance policy must be issued by a company approved by the DISTRICT.

11. HOLD HARMLESS CLAUSE

CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College, and all of their respective officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

   1. Liability for damages for (i) death or bodily to person(s); (ii) injury to, loss or theft of property; or (iii) any other loss, damage or expense arising under either (i) or (ii) above, sustained by the CONTRACTOR upon or in connection with the operations and services called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, employees or agents.

   2. Liability for damages for injury to or death of any person(s) or damage to loss or theft of any property caused by any act, neglect, default of the CONTRACTOR, its employees or agents, arising out of, or in any way connected with the operations and services covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property.

The CONTRACTOR, at CONTRACTOR’s own expense, cost, and risk shall defend at DISTRICT’s request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, the College, the Board of Trustees, Associated Students of Irvine Valley College or their officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. EVALUATION OF SERVICE

   A. The DISTRICT shall have a bookstore committee to appraise and evaluate the operations of the CONTRACTOR.

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

13. TERMINATION

   A. In the event the CONTRACTOR fails to carry out or comply with any of the terms and conditions of the established contract, the DISTRICT reserves the right to demand remedy of any failure or default within ten (10) days.

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

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

14. LICENSING AND PERMITS

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies, with all provisions of federal, state, and local laws relating to or governing the operation of bookstores. All licenses and permits shall be obtained and paid for by the CONTRACTOR.

15. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR excluding property taxes. The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of the contract or otherwise.

16. FINANCIAL RECORDS

It is expressly understood that the CONTRACTOR shall maintain financial records in accordance with standard accounting practices and procedures and shall make all records available to an independent auditor appointed by the DISTRICT and the Office of the Auditor General of the State of California as its request. The financial obligation to the auditing firm shall be met by the DISTRICT. Records, data and documents shall be retained for five (5) years after the end of each contract year.

17. SCHOLARSHIPS

CONTRACTOR agrees to provide $3,000 annually per College in textbook scholarship contributions. The scholarships will be awarded by the Irvine Valley College administration and Saddleback College Foundation.

18. PARKING

Parking at Irvine Valley College by the CONTRACTOR’s employees shall be subject to the same regulations and parking fees as apply to college employees generally.

19. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR’s agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or
privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

20. **ASSIGNMENT/ADVERTISEMENT**

   A. The contract shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT bookstore facilities by third parties without the express written consent of the DISTRICT. The CONTRACTOR shall not use DISTRICT facilities for purposes not relating to the DISTRICT without prior written consent of the DISTRICT.

   B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

21. **AMENDMENT**

   The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification and agreed upon by both parties.

22. **NOTICE**

   Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

   **CONTRACTOR:**
   
   ____________________________
   President
   
   **DISTRICT:**
   
   Dr. Debra L. Fitzsimmons
   Vice Chancellor
   South Orange County Community College District
   28000 Marguerite Parkway
   Mission Viejo, CA  92692

23. **NON-DISCRIMINATION**

   In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin; and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT’s adopted affirmative action policy.
24. COMPREHENSIVENESS

A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.

B. The complete contract includes documents, including the Request for Proposal, Information Required of Bidder, Insurance Policies, List of District Furnished Equipment, Contractor’s Certificate Regarding Worker’s Compensation, Contractor’s Proposal, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SOUTH ORANGE COUNTY C. C. DISTRICT:

BY ________________________________  BY ________________________________

Signature  

______________________________  Signature

Dr. Debra L. Fitzsimons

Print Name  

______________________________  Print Name

Vice Chancellor

Title  

______________________________  Title

Date  

______________________________  Date
ATTACHEMENT “B”

PreBid Conference and Submit RFP to Facilities, Planning & Purchasing Dept. Located at Bldg. HS, 3rd Floor.

BOOKSTORE
SSC #113
ATTACHMENT “C”

IRVINE VALLEY COLLEGE CAMPUS MAP

30 MINUTE PARKING
CAFETERIA
EMERGENCY CALL BOX
HANDICAPPED
(NO PARKING IN ALL LOTS)
MOTORCYCLE PARKING
PERMIT DISPENSER
STAFF PARKING
STUDENT PARKING

30 MINUTE VISITOR PARKING AVAILABLE IN LOTS 3, 4, 5, 8 & 10