

**COLLEGE OF DUPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

1. SUBJECT

Course Materials & Campus Store Solutions

2. REASON FOR CONSIDERATION

Request for Board of Trustees approval to enter into a contract with Barnes & Noble College Booksellers LLC to provide course materials and campus store services for the College of DuPage.

3. BACKGROUND INFORMATION

The College's objective for the provision of course materials and services is to support the College Philosophy and Mission by providing the College community with the optimum range of merchandise, services, and pricing expected from a quality academic course materials provider. As the College's current bookstore services agreement expires on March 31, 2019, a Course Materials and Campus Store Services Request for Proposal (RFP) Committee was initiated in November of 2017.

Cabinet members recommended RFP Committee members to ensure all constituency groups were represented appropriately as noted below; where two individuals are shown, a transition occurred during the RFP process.

- Brian Caputo, Vice President, Administration & Treasurer (Sponsor)
- Adrianna Costello, Administrative Assistant, Biology & Health Sciences*
- Denise Cote, FT Faculty, Library*
- Heather Greenbusch, Administrative Assistant, Financial Affairs*
- Andre Guerra, FT Faculty, Economics*
- Mark Collins/Susan Landers, Manager, Learning Technologies (Adjunct Faculty)*
- Joe Miragliotta, Manager, Information Technology Services*
- Janet Pagan-Klehr/Jose Alferez, Manager, Financial Aid
- Ellen Roberts, Director, Business Affairs (Facilitator)*
- Chuck Steele, Manager, Student Life*
- Steve Thompson, FT Faculty, Speech Communications*
- George Beck/Kimberly Mancilla, Student
- Safia Kahn/Mathew Frazier, Student

*Scoring members

The RFP Committee approached the project in several phases. The Committee first took steps to define and understand the current state (College/Industry) through reviewing current bookstore statistics, reading articles on the textbook industry, and learning about key

processes from departments that work directly with the bookstore, such as Financial Aid, Student Life, and Information Technology Services. Next, the Committee identified the needs of the College and any issues related to course materials. With the assistance of the Research & Analytics Department, a College-wide Campus Store survey was conducted to determine the needs and preferences of students, faculty, and staff. In addition to the input that the Committee members contributed on behalf of their constituency groups, a key component of our evaluations were the results of this College-wide survey, with more than 600 responses (290 Students, 196 faculty, 130 staff) received. Results of the survey included the following key outcomes:

- Students, faculty, and staff groups all rated having an on-campus bookstore as very important.
- Students, faculty, and staff prefer COD's current bookstore model to an online course materials/on-site general store or online only model.
- Students indicated it was important to have used and rental books available for purchase.
- Most students rated all bookstore services as important, in particular returns/refunds and price match.
- Students reported being most likely to purchase course materials at the bookstore.

The committee then used the information they had gathered to establish a scope of services and develop specifications. A legal notice for a Request for Proposal (RFP # 2019-R0002) was published on July 9, 2018, in the Daily Herald; the RFP was also posted to the College of DuPage Purchasing website and distributed to in-district Chambers of Commerce. Five (5) vendors were directly solicited. Thirty (30) vendors downloaded the RFP documents. A pre-proposal conference was held on July 18, 2018, at 2:00 p.m. at the College of DuPage in the Berg Instructional Center, Purchasing Department Conference Room 1B03A. A public opening was held on August 9, 2018, at 12:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: John McGarry (COD Buyer/Facilitator), Jacoby Radford (COD Purchasing Manager/Recorder), David Ditchfield (COD West Campus Chief Engineer/Agent of the Board), Ellen Roberts (COD Director, Business Affairs), and a representative from one vendor. Six (6) proposals were received. No women/minority-owned businesses submitted proposals.

Two (2) respondents, Red Shelf Inc. and Educational Innovations, Inc., did not submit a complete proposal response and were rejected as non-responsive to the proposal submission requirements. One respondent failed to provide the required content response and the second respondent failed to notarize the signature page in accordance with the RFP requirements.

Proposals received from Akademos, Barnes & Noble College Booksellers, eCampus, and Follett Higher Education Group were initially evaluated by each committee member based upon criteria set forth in the RFP, keeping in mind the results of the survey. The scoring matrix below reflects a summary of the averages of all individual scores:

Course Material & Campus Store Solutions	Evaluation Criteria Categories														Evaluation Results		
	Contractor Qualifications		Responsiveness to College's objectives		Scope of Services proposed		Conformance to RFP specifications		Course material affordability strategies		Operational Plan		Financial Offerings				
	10% weight		10% weight		20% weight		10% weight		20% weight		20% weight		10% weight		Total is 100% weight		
	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Total Score 1-70	Total Weighted Score	Rank
Firm Name																	
Akademus	6.73	0.67	5.55	0.55	5.18	1.04	6.64	0.66	7.00	1.40	6.00	1.20	6.00	0.60	43.09	6.13	4
Barnes & Noble	9.00	0.90	8.27	0.83	9.00	1.80	8.91	0.89	8.23	1.65	8.64	1.73	8.09	0.81	60.14	8.60	1
E-Campus	6.82	0.68	6.45	0.65	5.55	1.11	6.73	0.67	7.55	1.51	6.00	1.20	6.36	0.64	45.45	6.45	3
Follett Higher Education Group	9.18	0.92	8.45	0.85	8.36	1.67	9.00	0.90	7.59	1.52	8.82	1.76	8.09	0.81	59.50	8.43	2

The two top rated respondents, Barnes & Noble and Follett Higher Education Group, were invited to provide oral presentations to the RFP Committee; presentations took place on October 4, 2018 and September 4, 2018 respectively. Technical discussions were also arranged via teleconference with each vendor to further clarify integration requirements.

Barnes & Noble and Follett each presented affordability strategies that would lower the cost of course materials for our students, including access to used and rental textbooks, textbook buy-back programs, price matching capabilities, inclusive access programs, and digital and OER platforms. Additionally, both respondents presented a “no freight” pricing program, wherein pricing will no longer include freight fees resulting in lower costs for students.

The second round of scoring was completed for the two remaining respondents, with results as shown below. Those committee members who did not participate in the original scoring nor the oral presentations due to conflicts or replacements did not participate in the final scoring.

Course Material & Campus Store Solutions	Evaluation Criteria Categories														Evaluation Results		
	Contractor Qualifications		Responsiveness to College's objectives		Scope of Services proposed		Conformance to RFP specifications		Course material affordability strategies		Operational Plan		Financial Offerings				
	10% weight		10% weight		20% weight		10% weight		20% weight		20% weight		10% weight		Total is 100% weight		
	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Score 1-10	Weighted Score	Total Score 1-70	Total Weighted Score	Rank
Firm Name																	
Barnes & Noble	9.33	0.93	8.89	0.89	9.19	1.84	9.33	0.93	9.14	1.83	8.89	1.78	8.19	0.82	62.97	9.02	1
Follett	9.33	0.93	8.89	0.89	8.56	1.71	9.06	0.91	8.33	1.67	8.81	1.76	8.92	0.89	61.89	8.76	2
Difference															1.08	0.26	

Committee discussion of the evaluation categories, especially those reflecting deviations in scoring between the respondents, resulted in the following primary differentiators:

- Contractor Qualifications – no difference in scoring
Barnes & Noble, with headquarters in Basking Ridge, NJ, manages 786 campus stores including Rock Valley Community College. Follett, with headquarters in Westchester, IL, manages 1200 campus stores including Harper Community College, Triton College, and John A. Logan Community College.
- Responsiveness to College's Objectives – no difference in scoring
No differences cited by committee.

- Scope of Services – B&N scoring .13 higher than Follett
Barnes & Noble’s system for financial aid for online orders appears to function in real-time, while the Follett system appears to function by batch transfer.
- Conformance to RFP Specifications – B&N scoring .02 higher than Follett
No differences cited by committee.
- Course Material Affordability Strategies – B&N scoring .16 higher than Follett
The Price Match program offered by Barnes & Noble returns refunds in the tender of the original purchase (preferred by students), and shipping for online orders costs \$7.50-\$16.95, depending on the size of the package. The Follett Price Match program returns refunds on a store gift card, and shipping for online orders costs a flat rate of \$7.50.
- Operational Plan – B&N scoring .02 higher than Follett
The Barnes & Noble operational plan includes returning the current buy-back space (approx. 1,300 sq. ft.) and potentially two offices (300 sq. ft.), while Follett’s operational plan allowed for returning the buy-back space to the College. Additionally, Barnes & Noble offered to provide the College’s Culinary program with space to sell their products.
- Financial Benefits – Follett scoring .07 higher than B&N
The Follett contribution to the College was higher than the proposed Barnes & Noble contribution in each category by the amount shown below. Commission percentages were similar; however, Follett’s tiers allowed for higher second tier commissions at \$7,000,000 in sales, while Barnes & Noble’s second tier was initiated at \$8,000,000 in sales.

	Barnes & Noble	Follett	Amount Follett Contributions Exceed Barnes & Noble Contributions	
			Year One	Total Five Years
Commission (Projection)	Yes	Yes	\$10,000	\$12,440
Guaranteed Minimum	Yes	Yes	\$50,000	\$50,000
One-time payment	No	Yes	\$150,000	\$150,000
Textbook Scholarships	Yes	Yes	\$15,000	\$75,000
Book Donations to Library	No	Yes	\$12,000	\$60,000
TOTAL CONTRIBUTION DIFFERENCE (Amount Follett exceeds B&N)			\$237,000	\$347,440

Considering the small difference in total weighted score (.26) and to ensure scoring was objectively interpreted, we consulted with the College’s Research and Analytics Department. After a review of the scores, the number of evaluators, and the number of vendors, we were advised that the difference in the scoring was statistically insignificant; statistically there is virtually no difference in scoring. In such cases, the results alone may suggest a recommendation of maintaining the status quo; however, it was recommended that consideration by the committee be given to the implications of making a change vs. maintaining the status quo. The College’s Purchasing staff agreed that the scoring indicated a negligible difference between the two vendors, and suggested that the financial impact on the College should also be more closely considered.

Committee meetings were held to review each of the scoring criteria and the impact of making a change vs. maintaining the status quo as recommended. Following are the results of this discussion:

Top Benefits of Change	Top Benefits of Maintaining Status Quo
New vendor may bring new opportunities (e.g., merchandise, partnerships, systems)	Less disruption for students, staff, faculty (e.g., limited technology changes, limited systems training for faculty/staff, no closure of store)
Real-time financial aid for online orders	Maintain current bookstore staff (e.g., minimal staff training, maintain established relationships and College knowledge)
Price match refund issued in same tender type as initial purchase	Flat rate shipping costs for online orders
Formal relationship with OpenStax (a non-profit educational initiative to provide access to no-cost and low-cost materials)	Inter-store transfer opportunities for rush requests (Harper, Triton, John A. Logan)
	Financial Benefit for students and the College

The committee agreed that both vendors would provide new program offerings, such as inclusive access, online promotional items, digital learning platforms, OER courseware, digital options, customizable courseware, and financial aid for online orders.

The above benefits, along with concerns associated with a change of bookstore vendors (e.g., loss of financial benefits; impact of Barnes & Noble Inc. financial difficulties; established relationships between Follett and COD employees; the unknowns of transition execution, new systems, new store personnel, training for faculty/staff; and the level of current organizational change at the College), were discussed by the committee. Committee members acknowledged the decision was a difficult one, as both final vendors are highly qualified. A poll of scoring committee members was conducted, which reconfirmed the scoring in favor of Barnes & Noble by a count of five to four; those members representing faculty and student constituency groups were particularly favorable toward Barnes & Noble. Therefore, the Bookstore RFP Committee is recommending Barnes & Noble as the awardee for providing course materials and campus store solutions.

This contract supports the following Goals of the Strategic Long Range Plan: Goal #1 Accountability: Being transparent, answerable and responsible to all stakeholders; Goal #3 Student Centeredness: Methods of teaching that shift the focus of instruction from the teacher to the student; Goal #4 Equality and Inclusiveness: Ensuring that all stakeholders are involved in setting institutional direction, that their perspectives are heard and valued, and their needs are understood and addressed; and Goal #7 Financial Stewardship: Careful and responsible management of the resources entrusted to its care.

This contract complies with State Statute, Board Policy and Administrative Procedures.

4. RECOMMENDATION

That the Board of Trustees approves the award of a five-year contract with an optional five-year renewal for Course Materials & Campus Store Solutions to Barnes & Noble College Booksellers LLC, 120 Mountain View Blvd., Basking Ridge, NJ 07920.

Staff Contacts: Brian Caputo, Vice President, Administration & Treasurer (CFO)
Ellen Roberts, Director, Business Affairs

BOARD APPROVAL

SIGNATURE PAGE FOR
COURSE MATERIALS & CAMPUS STORE SOLUTIONS

ITEM(S) ON REQUEST

That the Board of Trustees approves the award of a five-year contract with an optional five-year renewal for Course Materials & Campus Store Solutions to ~~Barnes & Noble College Booksellers LLC, 120 Mountain View Blvd., Basking Ridge, NJ 07920.~~ Follett Higher Education Group, Inc., 3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154

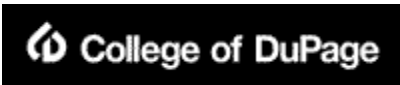
Dana 11/17/19 *cf* 11/17/19

[Signature]
BOARD CHAIR

12/20/18
DATE

Christine M. Ferrer
BOARD SECRETARY

12-20-18
DATE



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
PHONE (630) 942-2355
FAX (630) 942-4322

2018-R0002 Course Material & Campus Store Solutions
ADDENDUM # 2

August 1, 2018

.....
This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the RFP Documents upon receipt. Please review and incorporate into your Proposal accordingly.

For which Proposals are scheduled to be received on August 9, 2018 no later than 12:00 p.m., Central Time.

Proposals will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Proposal no later than the due date set forth for the Request for Proposal.

This Addendum No. 2 includes response to exceptions and deviations received as set forth in the RFP:

- I. Response to Exceptions and Deviations
- II. Addendum Receipt Acknowledgment

The information contained in this **Addendum No. 2** is incorporated by reference into the original RFP document issued on July 9, 2018.

Below are clarifications to this proposal:

I. Requested Exceptions/Deviations

1. Page 8 Section 1.14

- a. **Alternate Language:** If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to College of DuPage.

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submitted during contract negotiations with the selected Respondent.

2. Page 25 Sections 3.10.2 & 3.10.3

- a. Alternate Language:** Gross Sales is defined as all collected in-store, online/website sales and Contractor owned textbook rentals at the Campus store, including the amounts earned from (i) processing transactions for publishers related to the consignment of their rental property and (ii) Contractor's marketing programs and relationships with its brand partners, less voids, refunds, sales tax, handling fees associated with non-return of rental textbooks, campus debit card fees, contractually discounted sales (such as discounted department and faculty/staff sales), pass-through income, merchandise sales at less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable.

Response: Refer to Section 3 of Addendum # 1. The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submitted during contract negotiations with the selected Respondent.

2018-R0002 Course Material & Campus Store Solutions
ADDENDUM # 2

August 1, 2018

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II. Addendum Receipt Acknowledgment

This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this Request for Proposal. If you have already submitted your Proposal, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

All issued addenda must be signed and returned to the College as per the instructions in the addenda or proposal will not be accepted.

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your proposal, please sign this addendum and include with your proposal.
2. If you have already submitted your proposal, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled deadline. We will make sure it accompanies your proposal.

You also have the option of withdrawing your proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
PHONE (630) 942-2355
FAX (630) 942-4322

2018-R0002 Course Material & Campus Store Solutions
ADDENDUM # 1

July 26, 2018

.....
This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the RFP Documents upon receipt. Please review and incorporate into your Proposal accordingly.

For which Proposals are scheduled to be received on August 9, 2018 no later than 12:00 p.m., Central Time.

Proposals will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Proposal no later than the due date set forth for the Request for Proposal.

This Addendum No. 1 includes revisions and answers to questions received as set forth in the RFP:

- I. Notice of Revisions and Changes;
- II. Answers to 28 questions submitted for clarification on or before July 19, 2018 1, pursuant to the above referenced Request For Proposal (“RFP”)
- III. Response to Exceptions and Deviations
- IV. Addendum Receipt Acknowledgment

The information contained in this **Addendum No. 1** is incorporated by reference into the original RFP document issued on July 9, 2018.

Below are clarifications to this proposal:

I. Revisions and Changes

1. Revises Section 2.5 Proposal Deadline and Submission

Currently reads:

2.5 PROPOSAL DEADLINE AND SUBMISSION

- C. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following Information on the face of the envelope:

Proposal Enclosed

Request for Proposals (RFP) for Bookstore Solutions for the College of DuPage
2019-R0002

Due: August 2, 2018 at 12:00 p.m.

Submitted by: (Name of Respondent, Address, Contact Person)

Change to:

2.5 PROPOSAL DEADLINE AND SUBMISSION

- C. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following Information on the face of the envelope:

Proposal Enclosed

Request for Proposals (RFP) for Course Material & Campus Store Solutions for the
College of DuPage
2019-R0002

Due: August 9, 2018 at 12:00 p.m.

Submitted by: (Name of Respondent, Address, Contact Person)

2. Add the following proposal content section to Section 4.1, Proposal Content and Format:

Section 0: Required forms

- a. Complete - Documentation needing initialing per Section 2.0
- b. Complete - Section 6.0 Certifications
- c. Complete - Section 7.0 Signature Page
- d. Complete - Section 8.0 Conflict of Interest Disclosure and Non-Collusion Form
- e. Any issued addenda, signed (if applicable)

II. General Questions and Responses

Question 1: What are some of the challenges the college has had with your current provider that you would like addressed with future bookstore operations?

Response 1: The current provider has met all contractual requirements of the College.

Question 2: What is the current adoption process for faculty to submit their adoptions? What tools are provided to faculty to make this process seamless and efficient?

Response 2: The current provider has a proprietary on-line adoption process for use by faculty and other designated personnel such as administrative assistants. The College expects respondents to provide information on their unique adoption process and tools.

Question 3: What expectations does COD have in relation to digital marketing efforts?

Response 3: The contractor will be expected to provide a continuous program of marketing initiatives to promote sales of course materials and, if applicable, general merchandise. This effort would include digital marketing through platforms such as the contractor's website and social media.

Question 4: What is the highest priority item in the RFP?

Response 4: Priorities are summarized in Section 3.1 Objectives.

Question 5: For the contract that will result from this RFP, with which academic term are you looking for the new vendor to first support (e.g. Summer Term 2019)?

Response 5: Summer Term 2019

Question 6: Would COD be open to a virtual/online textbook service where all required and optional course materials are ordered and fulfilled through a website, similar to other local institutions such as the City Colleges of Chicago? If so, does COD still desire to have an on campus physical store for general merchandise items?

Response 6: The College is open to all solutions that meet the requirements of the RFP.

Question 7: Does College of DuPage currently have any Inclusive Access programs? Details on your current or future-planned IA programs would be appreciated.

Response 7: At this time, the College does not have Inclusive Access programs. While we are open to discussion of these programs, there are no specific plans for implementation.

Question 8: In Section 2 – Instructions to Respondents, what is the format of submissions for the two sections where you have to initial to understand the requirement be submitted? (2.2 and 2.6)

Response 8: Refer to Section 1 of this Addendum.

Question 9: Can you provide Exhibit 1 in Excel format required for the USB format submission?

Response 9: Exhibit 1 is information only; Excel version will not be provided.

Question 10: There are two different due dates listed in the RFP (page 11). Please confirm the due date and the labeling of the envelopes/boxes.

Response 10: Refer to Section 1 of this Addendum.

Question 11: Section 3.4.4 Pricing, D – what does the RFP mean by budget units?

Response 11: Budget units are all departments within the College; each department has a specific General Ledger number.

Question 12: Section 4: Services and Programs under 4.1 Proposal Requirement, Format, and Content, in section B, iv – Description of availability to provide special order services – can COD please provide more detail?

Response 12: Special orders refer to orders of books for a specific event, e.g. if an author is speaking at the McAninch Arts Center, the College may wish to order a certain number of the speaker's books to sell at the event; it would be expected that any unsold books would then be returned to the book provider for credit.

Question 13: Section 7 under 4.1, College Supervision and Liaison. Is this applicable for a virtual course materials store? Would COD like in its place the organizational overview and staffing plan?

Response 13: Section 7 a) is only applicable to a retail store. It would be expected that Sections 7b), 7c), 7d) be addressed regardless of the model being proposed.

Question 14: While we are not a BEP organization, we do have a minority CEO and multiple female executive team members. If we are not BEP organization, would COD like us to respond with N/A?

Response 14: The BEP Utilization Plan offers three (3) options. The vendor is a BEP certified firm. The vendor has identified BEP certified subcontractors. The vendor has made good faith efforts and requests a waiver. One option must be chosen.

Question 15: What sorts of expectations do you have that the systems of the bookstore will integrate with the SIS and financial aid systems of the university to make the purchasing process easier for students?

Response 15: It is expected that the provider's systems will integrate with the College's Learning Management System, Blackboard, and TrimData's FA Link product, which is the current link between Ellucian Colleague Financial Aid system and the contractor's point of sale system.

Question 16: Section 3.10.9, Pages 25 and 26 It is unclear whether or not a property tax is currently assessed. The RFP states "*In the event* the DuPage County Assessor...assesses any property tax... it further states the Office indicates a 2017 tax allocation in the amount of \$46,908.20. Are we to assume that the Assessor Office has calculated a tax allocation and said allocation it is not currently billed and/or paid?

Response 16: Property tax is assessed on space utilized by the contractor; we expect that the contractor awarded a contract as a result of this RFP will pay all taxes assessed for the space they utilize.

Question 17: Section 3.11.3, Page 26 Please provide a list of the existing contract arrangements through which merchandise and/or competing services are currently sold or offered.

Response 17: This information will not be provided as part of the RFP. The College expects vendors to submit a proposal with their unique offerings and pricing policies.

Question 18: Are there specific Labor Rates: Union, Non-Union, Prevailing Wages or Open Shop Wages required for renovations? Please provide any additional PDF drawings (electrical plan, ceiling plan and elevations)

Response 18: We require that wages are paid in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130. At this time, no additional drawings are available.

Question 19: Section 3.1.1A,b

Course materials pricing – Please provide the current pricing structure for new textbooks.

Discounts – Are there any programs that receive discounts on educational materials? If yes, please provide program and discount detail.

Dual Enrollment – How do dual enrollment students receive their educational materials? Are there

any applicable discounts? If yes, please provide details
Youth Academy – How do Youth Academy students receive their educational materials? Are there any applicable discounts? If yes, please provide details.

Response 19: This information will not be provided as part of the RFP. The College expects vendors to submit a proposal with their unique pricing policies and services.

Question 20: Third Party Agreements – Is the College currently engaged in or pending any third party relationships where course materials bypass the bookstore? If yes, please provide the vendors and the courses involved.

Response 20: The College is not currently engaged in or has pending any third party relationships where course materials bypass the bookstore.

Question 21: Section 3.2.1b Convenience products – Does the bookstore provide non-exclusive convenience products today? If yes, where are these sales recorded on page 49. If yes, please separate and provide convenience product sales for FY16, FY17, and FY18.

Response 21: Yes, the bookstore contractor currently provides non-exclusive convenience products. However, specific sales information will not be provided as part of this RFP. The College expects vendors to submit a proposal with their unique services and pricing.

Question 22: Section 3.2.1c Satellite Locations – Please provide how students attending the satellite locations are currently obtaining their materials.

Response 22: Students at satellite locations may obtain their materials through the current online store, or by visiting the College bookstore on the main Glen Ellyn, IL campus. Short term pop-up stores may be provided at some satellite locations dependent upon enrollment.

Question 23: Section 3.4.4c, d Discounts – Letter c states no discounts. Letter d describes discounts for faculty, staff, departments and student employees. Please clarify. What are the current percentages and terms being offered.

Response 23: Any discounts offered will be applicable to sales to all College employees or departments, not specific individuals or departments. Current discounts will not be provided as part of this RFP. The College expects vendors to submit a proposal with their unique pricing structure.

Question 24: Section 3.7.1 Bookstore Space – What is the timeframe for when the reduction of the current bookstore space is to occur?

Response 24: At this time, there is no scheduled reduction of bookstore space; however, the College is in the planning stages of future renovations which may impact this area. Therefore, the College is requesting the anticipated square footage needed for retail space, if applicable.

Question 25: Furniture & Fixtures – Does the College own the existing fixtures and furniture? When was the bookstore last renovated? Please provide any unamortized value remaining. Are the current fixtures available for new vendor use?

Response 25: The bookstore was last renovated in late 2014. It is the contractor's responsibility to provide all furniture and fixtures.

Question 26: Section 3.10.1 Commissions – Please provide the current terms in place; guarantee; commissions; scholarships; capital investment; etc.

Response 26: Current commissions will not be provided as part of this RFP. The College expects vendors to submit a proposal with their unique pricing.

Question 27: Section 4.3 Evaluation – Is there an anticipated timeline for when the College would conduct vendor presentations and or interviews?

Response 27: The anticipated timeline for vendor presentation and or interviews is the weeks of 8/27/18 thru 9/10/18.

Question 28: Sales – Please provide sales for FY18 by product category noted. Please provided products that are included in the Miscellaneous category. Please provide sales for FY17 and FY19 by product type (software, hardware, supplies) in the Computer products category.

Response 28: This information will not be provided as part of this RFP. The College expects vendors to submit a proposal with their unique pricing and services.

III. Requested Exceptions/Deviations

1. Section 1.13, Page 8

Alternate Language:

Contractor shall defend, indemnify and hold harmless the College of DuPage, its Board of Trustees, board members individually, affiliates, administrators, officers, employees, agents, and representatives from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to College's property); or (ii) injury to or death of any person (including but not limited to any employee of College); which results from or arises out of negligent or willful acts or omissions of Contractor, its officers, agents and employees, in the performance of this Agreement.

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submittal during contract negotiations with the selected Respondent.

2. Section 1.14, Page 8

Alternate Language:

The Respondent shall not commence work under this contract until all insurance required herein is obtained and approved by the College. Nor shall the Respondent allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Respondent shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured by blanket endorsement for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must be acceptable to the College. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Combined Single Limit Per Occurrence/Aggregate	
Commercial General Liability including:	
1. Premises – Operations	\$1,000,000 / \$2,000,000
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
Automobile Liability	
Owned, Non-owned, or Rented	\$2,000,000 Combined Single Limit
Workers' Compensation and Employer's Liability	As Required by Applicable Laws.

Response: Not accepted

3. Section 3.8.5, Page 24

Alternate Language:

Contractor shall comply with and conform to all applicable fire and public safety rules, laws, regulations, code requirements, and ordinances of Glen Ellyn, the State of Illinois, and the College, including regulations governing the number of persons admitted to bookstore facilities at any one time, and the display and storage of flammable materials. College will provide Contractor its applicable rules, regulations, etc. including revisions and updates thereto over the term of this Agreement.

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submittal during contract negotiations with the selected Respondent.

4. Section 3.9.1, Page 24

Add the following statements to the end of this section:

This information shall be treated as confidential. The disclosure of this proposal or any part hereof to any third party or to any employee who does not have a legitimate need to know its contents in connection with its evaluation is prohibited without the prior written consent of the Follett Higher Education Group, Inc.

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submittal during contract negotiations with the selected Respondent. Contractor acknowledges that the College is a public body subject to the Illinois Freedom of Information Act (FOIA) and that the records in the custody or possession of the College are presumptively subject to disclosure unless specifically exempted under FOIA.

5. Section 3.9.3, Page 24

Add the following statements to the end of this section:

This information shall be treated as confidential. The disclosure of this proposal or any part hereof to any third party or to any employee who does not have a legitimate need to know its contents in connection with its evaluation is prohibited without the prior written consent of the Follett Higher Education Group, Inc.

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submittal during contract negotiations with the selected Respondent. Contractor acknowledges that the College is a public body subject to the Illinois Freedom of Information Act (FOIA) and that the records in the custody or possession of the College are presumptively subject to disclosure unless specifically exempted under FOIA.

6. Section 3.10.2 and 3, Page 25

Alternate Language:

Commissionable Sales is defined as all recognized revenue (in compliance with generally accepted accounting principles) generated through the Store or the Store website, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, Contractor-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (i.e., computer hardware and software).

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submittal during contract negotiations with the selected Respondent.

7. Section 3, c), Page 28

Sales revenue is considered confidential.

Response: Alternate financial information to identify size of operation is acceptable

8. Signature Page, Page 41

The provision states "The undersigned makes the foregoing response to RFP *subject to all of the terms and conditions of the RFP document*". This would negate any exceptions approved by the College. Therefore, the signature is subject to all of the terms and conditions of the RFP document as modified by the College in accordance with Section 2.6.

Response: The College will consider exceptions or deviations to contract terms and conditions identified in the Respondent's Proposal submittal during contract negotiations with the selected Respondent.

2018-R0002 Course Material & Campus Store Solutions
ADDENDUM # 1

July 26, 2018

IV. Addendum Receipt Acknowledgment

This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this Request for Proposal. If you have already submitted your Proposal, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

All issued addenda must be signed and returned to the College as per the instructions in the addenda or proposal will not be accepted.

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your proposal, please sign this addendum and include with your proposal.
2. If you have already submitted your proposal, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled deadline. We will make sure it accompanies your proposal.

You also have the option of withdrawing your proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____

RESPONDENT: _____



COMMUNITY COLLEGE DISTRICT NO. 502

Request for Proposal

**Course Material & Campus Store Solutions for the College of DuPage
RFP Number 2019-R0002**

PROPOSALS DUE: Thursday, August 9, 2018 at 12:00 p.m. Central Time
In the event of College closure due to inclement weather, RFP
deadline will be extended to the next business day at the same
time.

**SEND RESPONSES TO: COLLEGE OF DUPAGE
PURCHASING DEPARTMENT
BIC BUILDING, ROOM 1B03
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137**

Issue Date:	July 9, 2018
--------------------	---------------------

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT

RFP No. 2019-R0002



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
<http://www.cod.edu>

PHONE (630) 942-2217
FAX (630) 942-3750

July 9, 2018

REQUEST FOR PROPOSAL

Proposals for **Course Materials & Campus Store Solution for the College of DuPage, RFP Number 2019-R0002**, will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **12:00 p.m. Central Time, Thursday, August 9, 2018**, at which time the respondents names will be read publicly.

In the event of office closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

Any response received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for responses that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

No response shall be withdrawn for a period of ninety (90) days after the advertised close date without the consent of the College.

Respondents may download the RFP in addition to any future addenda from the College's Purchasing website at the following URL address: <http://cod.edu/about/purchasing/requests/index.aspx>

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

LEGAL NOTICE

RFP NOTICE

No. 2019-R0002

The College of DuPage is accepting Proposals for **Course Materials & Campus Store Solutions for the College of DuPage**. The RFP documents may be downloaded from the Purchasing Website at: www.cod.edu/about/purchasing/requests/ by clicking on the link for this RFP and following the instructions.

Proposals are due to the Purchasing Department no later than **12:00 p.m. Central Time, Thursday, August 9, 2018** at which time the Respondents names will be read publicly.

A pre-proposal conference is scheduled for Wednesday, July 18, 2018 at 2:00 p.m. in the Berg Instructional Center (BIC) Room 2451 at 425 Fawell Blvd, Glen Ellyn IL 60137. The pre-proposal conference is not mandatory, but highly recommended.

College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

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RFP SUBMISSION CHECKLIST

Things to Remember When Submitting a Proposal to the College of DuPage

1. **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services; submittal dates, submission requirements, etc.
2. **Note the contact information provided.** The Purchasing Office at purchasing@cod.edu is the single point of contact for this RFP and is the only contact with whom you are allowed to communicate regarding this RFP. This person is an excellent source of information for any questions you may have.
3. **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the deadline noted in the RFP and view the answers given in the formal addenda issued for this RFP. All addenda issued for an RFP will be emailed to each company that downloaded the RFP documents from the College website, and will include all questions asked and answered concerning the RFP. Please ensure when downloading the RFP documents, you use a valid email address.
4. **Do not alter, add to, or delete any part of the RFP documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original RFP.
5. **Ensure all addenda are signed.** Before submitting your response, check the College Purchasing website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this RFP. If so, you must submit a signed copy of the addenda along with your Proposal response.
6. **Review and read the RFP document again to make sure you have addressed all requirements.** Your original response and the requested electronic copy must be identical and be complete. The copies are provided to an Evaluation Committee and will be used to score your response. Proposals will not be accepted if Sections 5, 6, 7, and 8, are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)
7. **Submit your response on time.** Note the date and time listed on the front page of the RFP and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the envelope/box(es) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.
8. **Important dates to know:**
 - RFP Publication Date – 7/9/2018
 - Pre-Submittal Conference – 7/18/2018 by 2:00 p.m. Central Time
 - Questions Due – 7/19/2018 by 2:00 p.m. Central Time
 - Proposals Due – 8/9/2018 at 12:00 p.m. Central Time
 - Target Board Approval Date – 9/20/2018

1.0 GENERAL INFORMATION

1.1. DEFINITIONS

- A. RESPONDENT** shall mean the individual or business entity submitting Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. RESPONSE** shall mean the RFP Documents as completed by the Respondent which constitutes the Respondent's proposal.
- C. CONTRACT** shall mean the agreement between the College and Contractor as set forth in the resulting Contract Documents and as awarded by the College of DuPage Board of Trustees.
- D. CONTRACTOR** shall mean the individual or business entity submitting a response and to whom the College of DuPage Board of Trustees awards the resulting Contract.
- E. COLLEGE** shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.
- F. PURCHASING MANAGER** shall mean the Purchasing Manager of the College of DuPage.
- G. SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

1.2. REGULATIONS

The Contractor, or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the resulting Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This project will result in a contract, subject to laws and ordinances governing public contracts. The winning Respondent(s) shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the response or the performance of the resulting contract. If the winning Respondent(s) observes that any of the contract documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.4. PROPOSAL MODIFICATIONS

Unless indicated, it is understood that proposals are in strict accordance with specification requirements. Proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation. Proposal prices shall include cost of materials as specified, any applicable discounts and shipping.

1.5. AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of proposals to one or more Respondent's based on recommendation by an Evaluation Committee and pre-determined evaluation criteria and weighting, and is subject to Board of Trustee approval. The successful

Respondent(s) will be notified by electronic mail that their proposal has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/>. Failure to execute performance as per accepted Proposal may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of proposals, a Respondent may file a written request with the Purchasing Manager for the withdrawal of their proposal and the Purchasing Manager will permit such withdrawal.

1.6. COMPETENCY OF RESPONDENT

No response will be accepted from or contract awarded to a Respondent that is in arrears or is in default to the College upon any debt or contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.7. ACCEPTANCE OF PROPOSALS

The Purchasing Manager shall notify the successful Respondent(s), in writing, of the award of the contract by the College within ninety (90) days from the proposal opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Purchasing Manager any documents required herein.

1.8. PAYMENT TERMS

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid to the contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.9. PAYMENT REMITTANCE

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful Respondents. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delayed payment.

1.10. TAX EXEMPTION

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.11. CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Proposals.

1.12. EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the resulting contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.13. HOLD HARMLESS CLAUSE

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

"Contractors performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and Subcontractors.

1.14. LIABILITY INSURANCE

The Respondent shall not commence work under this contract until all insurance required herein is obtained and approved by the College. Nor shall the Respondent allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Respondent shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Worker's compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
	Combined Single Limit Per Occurrence/Aggregate
Commercial General Liability including:	
1. Premises – Operations	\$1,000,000 / \$2,000,000
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
Automobile Liability	
Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
Workers' Compensation and Employer's Liability	As Required by Applicable Laws.
Professional Liability	If Performance Specifications are Required by the Contract

1.15. BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts

to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

This solicitation contains a goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

END OF SECTION

2.0 INSTRUCTIONS TO RESPONDENTS

2.1. OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party documents.

To obtain official documents, please visit: <https://www.cod.edu/about/purchasing/requests/index.aspx>. Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective Respondents to obtain digital copies of RFP documents. It is the responsibility of each prospective Respondent to verify the completeness of their printed RFP documents before submitting a response and accompanying executed addenda acknowledgement, and other required forms.

2.2. BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Request for Proposal, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this RFP. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this RFP or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial understanding of this requirement:

2.3. REQUESTS FOR INFORMATION/CLARIFICATION

Respondents must communicate only with the Purchasing Department. If any firm submitting a response for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, Respondent shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than **Thursday, July 19, 2018 at 2:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of RFP documents via addendum.

2.4. PRE-PROPOSAL CONFERENCE

The College will hold a Pre-Proposal Conference at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, Berg Instructional Center, Room 2451, Glen Ellyn, IL at 2:00 p.m. on July 18, 2018. All parties interested in responding to the RFP are urged to attend in person. The College will clarify the objectives of the RFP and answer questions during the Pre-Proposal Conference.

2.5. PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, **Proposals must be received by the College of DuPage in the College’s in Purchasing Department, BIC-1B03, no later than 12:00 p.m. Central Time on Thursday, August 9, 2018.** Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

- A. The outside of each sealed envelope or package must be labeled as follows and must be delivered to the following address:

Purchasing Manager
Attn: 2019-R0002
 College of DuPage
 425 Fawell Blvd
 BIC Building - Room 1B03
 Glen Ellyn, Illinois 60137

- B. Respondents must submit the following proposal items in a sealed envelope or box:

<u>Proposal Item</u>	<u>Quantity</u>
• Original Copy – Paper	1
• Duplicate Copy – Paper.....	2
• Electronic Copy - USB Flash drive containing all documents in searchable PDF format. Additionally, Respondent must also include completed version of <u>Exhibit 1</u> , in Excel (“.XLSX”) file format.	12

The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

- C. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following information on the face of the envelope:

Proposal Enclosed
 Request for Proposals (RFP) for Bookstore Solutions for the College of DuPage
 2019-R0002
 Due: August 2, 2018 at 12:00 p.m.
 Submitted by: (Name of Respondent, Address, Contact Person)

Unless otherwise stated, all blank spaces on the forms shall be fully completed. Respondent bears all responsibility for error or omissions in their submission.

2.6. EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other RFP documents, Respondent shall submit to the Purchasing Manager a written request for a deviation or exception. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing Manager shall issue an Addendum setting forth such deviation or exception from the specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager, then such deviation or exception shall be deemed rejected. The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum.

A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such RFP documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the

RFP form or via a signed addendum. Failure to acknowledge receipt of addenda will result in disqualification of the proposal.

All requests for deviations or exceptions must be sent in writing to purchasing@cod.edu at least five (5) days prior to the date and time set forth as the RFP Due Date. The College shall not be responsible for nor bound by any oral instructions, interpretations, or explanations issued by the College or any of its representatives.

Initial understanding of this requirement: _____

2.7. ERROR IN PROPOSAL

Where a Respondent claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of responses. Within forty-eight (48) hours of the advertised RFP deadline, Respondent shall submit to the College's designated Purchasing Manager original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the Respondent from withdrawing its response based upon a mistake. If such notice, proof and explanations have been tendered, and the Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager may recommend to the Board of Trustees that the Respondent be allowed to withdraw its response and recommend that the contract be awarded to the next responsible, responsive Respondent. If the Board determines by majority vote, that the Respondent has made a bona fide error, no award will be made upon such response.

2.8. WITHDRAWAL OF PROPOSALS

Respondents may withdraw their responses at any time prior to the time specified in the legal advertisement as the date and hour set for the RFP Opening. However, no Respondent shall withdraw, cancel or modify its response for a period of ninety (90) calendar days after said advertised RFP Opening. Requests for withdrawal must be made in writing on the Respondent's letterhead to the College's Purchasing Department. Respondents must make their own arrangements for the return of their Proposals.

2.9. NOTICES

All communications and notices between the College and Respondents regarding the RFP Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Respondents shall be addressed to the name and address or email address provided by the Respondents; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.10. CONFIDENTIALITY

The Purchasing Department shall examine the responses to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Department. All data, documentation and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFPs, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

2.11. RESPONDENT WARRANTIES

The submission of a Proposal shall constitute a warranty that: (i) Respondent has carefully and thoroughly reviewed the RFP Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Respondent and all workers and/or employees it intends to use in the performance of this contract are skilled and experienced in the type of work or services called for by the RFP Documents; and (iii) neither the Respondent nor any of its employees, agents, suppliers or

subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Proposal.

2.12. CONSIDERATION OF RESPONSES

The College reserves the right to reject or accept any or all Proposals, to extend the response period, to waive technicalities in the RFP Documents and/or to direct that the project be abandoned or re-issued prior to award of the contract.

The Respondent acknowledges the right of the College to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the Respondent recognizes the right of the College to reject a proposal if the Respondent failed to submit the data required by the Request for Proposal documents, or if the proposal is in any way incomplete or irregular.

END OF SECTION

3.0 Specifications – Bookstore Solutions, Course Materials and Campus Store Solutions

Background

The College of DuPage is the second largest provider of undergraduate education in the State of Illinois, after the University of Illinois at Urbana-Champaign. Approximately 27,000 students attend College of DuPage each semester, and more than 25% of all District 502 high school graduates attend College of DuPage during their college career.

The College of DuPage bookstore currently consists of a full service on-campus bookstore, along with an on-line ordering process, managed by a single Contractor. The contract with the current provider will expire on March 31, 2019.

Current bookstore retail space is located in the Student Resource Center, occupying a total of 22,646 square feet, including the sales floor, offices, and storage; the main floor selling space is 14,520 square feet. The College provides space and general utilities, such as electricity, water, heat, and air conditioning. The Contractor provides all internal fixtures, furniture, and equipment, including computers, cabling, connections and POS cash registers required for retail operations.

During fiscal year 2017, there were 98,853 in-store transactions, and 10,418 online orders placed with the current Contractor. Financial Aid was directly applied to approximately 16% of all transactions executed in fiscal year 2017. Approximately 24% of all adoptions for Fall Term 2017 were available via digital format.

The College's system of record is Ellucian Colleague, and the Learning Management System is Blackboard. TrimData's FA link product is currently the link between the Ellucian Colleague Financial Aid system and the current contractor's Point-of-Sale system.

Exhibit 1 includes the following information:

- Drawing of current bookstore space
- Current on-campus bookstore hours of operation
- 2018-2019 Academic Calendar
- Student Enrollment Data (3 years)

3.1. OBJECTIVES

The College's objective for the provision of course materials and services is to support the College Philosophy and Mission by providing the College community with the optimum range of merchandise, services, and pricing expected from a quality academic course materials provider, as indicated in this RFP. The College intends to enter into a five (5) year agreement with the awarded Contractor, with the potential for five (5) additional one (1) year options.

The College understands that there are multiple models in the marketplace today for provision of course materials and general merchandise, and is open to all solutions that meet the requirements noted in this document.

3.1.1 Course Materials

- a) Contractor shall maintain sufficient quantities of specified course materials, including textbooks, course packets, supply kits, and related supplies and materials, as required or recommended by the faculty. These materials will be available for purchase by the students

at the specific times the items are required, and under pricing policies that are fair and competitive with other college bookstores and retail establishments in the surrounding area.

- b) Affordability of course materials is of high importance at the College. Contractor will develop and implement strategies that will promote textbook affordability, including, but not limited to: used textbooks, textbook rentals, digital textbooks, custom publishing, print on demand, Open Education Resources (OER), price matching, and book buy-back opportunities.
- c) Contractor will minimize out-of-stock situations of course materials. Contractor will ensure that the specified edition is available for sale, and will promptly notify the faculty and deans of situations where the edition has changed, is out of print, or is no longer available.

3.1.2 General and College-Related Merchandise

- a) Contractor will offer a significant selection of general and College-related merchandise, such as supplies, personal care items, emblematic wearing apparel, memorabilia, and other related items and services for the convenience of students, faculty, and staff.
- b) Contractor to offer a significant selection of computer software at educational pricing, as well as computer supplies, software reference books, and accessories, and will keep abreast of new merchandise of interest to the College community.

3.1.3 Course Material Adoption Tools

- a) Contractor shall provide user-friendly on-line tools for faculty and staff to submit adoptions for required and recommended course materials, required supplies, and other supplemental materials.
- b) Contractor will provide a database of course material options, including Open Educational Resources (OER), for review and potential adoption by faculty. Contractor may not be the exclusive provider of Open Educational Resources.
- c) Contractor will provide tools and/or a dashboard for faculty and administration to quickly determine the status of textbook adoptions, and manage the adoption process.

3.1.4 Service

- a) Contractor will provide courteous and helpful service to all customers, including, but not limited to, the following:
 - i. Provide appropriate service programs, which are responsive and sensitive to the needs of students, faculty, and staff and compatible with the educational and cultural objectives and environment at the College.
 - ii. Become actively involved in the academic, cultural, and social environment of the College, taking advantage of opportunities to offer special merchandising and/or programs and assistance based upon the College's ongoing and unique activities.
 - iii. Utilize new and emerging technology to improve the services of the bookstore.
 - iv. Meet the community needs for access for special needs students and all ADA requirements.

3.1.5 Marketing

- a) Contractor will provide a continuous program of marketing initiatives to promote sales of course materials and general merchandise.
- b) Contractor shall provide special promotions frequently throughout each year of the Agreement.
- c) Contractor shall be knowledgeable about changing college bookstore trends, new marketing ideas, new merchandise items, and changes evolving throughout the general bookstore industry. Contractor shall respond to these changes with appropriate programs and activities in addition to on-going promotional themes.

3.2. SERVICES

3.2.1 Retail Store (if applicable to proposal)

- a) Contractor shall provide retail services for the College in the existing Glen Ellyn campus store location, or an alternate as determined by College administration.
- b) Contractor shall provide a list of merchandise categories that will be stocked in the store in sufficient quantities to accommodate need. Merchandise should reflect the mission of the College, normally be sold in a collegiate retail store, and may include: all required, recommended, and suggested course materials; general merchandise such as books, magazines, greeting cards; emblematic merchandise; technology; and supplies. Exclusive contracts for food and beverage sales with vending or dining services contractors may also apply to products sold in an on-campus bookstore.
- c) Where sales of course materials will be available in the retail store, the Contractor shall also provide for sales of course materials at satellite instructional sites at certain peak times as designated by the College. Current satellite locations include Addison, Naperville, Carol Stream and Westmont Regional Centers; however, additional or different satellite locations as determined mutually by the Contractor and the College may be included to meet the needs of the student population.
- d) Contractor shall provide, support and maintain a store website that provides operating information pertinent to the bookstore operation. Information shall include, but not be limited to hours of operation, refund policies, store directory, book ordering options, store management and customer service contact information. The website shall provide a link to the on-line textbook ordering system as selected by the College.
- e) The Contractor shall establish a schedule of store hours, which are convenient to students, College staff members, and others, and shall adjust these hours at the beginning of each academic term as requested by the College through its Director of Business Affairs or designated representative. Current campus store hours are noted in Exhibit 1. The bookstore may be closed on all College Holidays, and other days the College is closed, such as due to inclement weather. The Contractor shall provide additional hours of service in the bookstore during other days and times or in other locations that are consistent with other College service areas, as is reasonably requested by the College. Any requested changes in established hours of service must be approved in writing by the College sixty (60) days in advance.
- f) Contractor shall provide additional staff and additional cash registers or point of sale equipment in sufficient numbers to minimize customer traffic flow problems and to maximize customer convenience during rush periods. The Contractor shall strive to achieve a wait time for customers of less than 15 minutes during peak times. The bookstore shall remain open during normal hours for purposes of inventory.
- g) The Contractor shall be responsible for the disposition of any surplus books or other distressed merchandise acquired regardless of the cause.
- h) Contractor shall provide the College with a plan for handling or transitioning the existing bookstore merchandise inventory

3.2.2 Online Store

- a) Contractor shall provide a user-friendly web-based on-line ordering system for textbooks and other course materials. The system should allow the College to provide course section level data, which can be imported and exported to and from the system. Contractor shall be responsible for all design, maintenance and support of the website and periodically assess and update the site to meet student needs. The website design shall be easy to navigate and provide a state-of-the-art order processing and fulfillment operation.
- b) A secure, PCI-compliant environment for the transmission of confidential information over the internet shall be provided by the Contractor.

- c) Contractor shall provide an automated link to the Contractor's on-line textbook system to facilitate students on-line book purchases. This system shall link from the College's registration system and learning management system to the textbook ordering system, populating all textbook requirements, schedule information, and student statistics without re-entering data.
- d) Contractor shall provide adequate services to minimize customer delivery time and to maximize customer convenience. Delivery options shall be provided, to include ship to home or ship to College.
- e) Contractor shall assist the College with conforming to HEOA textbook affordability requirements. The system shall link with the College's registration system to display textbook requirements by course and section in the College's online course catalog, and from student class schedule without re-entering data. Course materials information must be available on the College's website, with ISBN's, no later than the day that the on-line course schedule is made available to students.
- f) Contractor shall provide special order services for books and other merchandise not ordinarily in stock for students, faculty, and staff, and make every effort to obtain the earliest possible delivery. The Contractor shall not charge any type of fee for this service, however, appropriate deposits applicable to special orders may be required by the Contractor for its protection.
- g) Contractor shall provide consistent, readily available support to the College to facilitate successful operation of the on-line service, by assigning a customer service contact to assist with textbook adoptions, booklist processing, custom publishing requests and inventory level maintenance. The College expects the contact to be experienced and knowledgeable of all aspects of conducting on-line course material adoptions and sales.

3.2.3 Financial Aid

- a) The Contractor must demonstrate knowledge of Federal Regulations regarding textbook purchases using Federal Financial Aid.
- b) The Contractor shall provide a secure automated process to transfer pertinent financial aid account information between the College's Ellucian Colleague financial aid system and the contractor's system to facilitate the timely processing of student book purchases. The system shall populate necessary student data for accurate and timely transfer of financial aid awards and charges on at least a daily basis. Financial aid charges shall not exceed the voucher amount specified by the College.
- c) The Contractor must demonstrate that student charges on Federal Financial Aid meet any requirements for charging textbooks to student accounts, verification of identity for in-person or online purchases, and proof of delivery.
- d) The Contractor will accept third party vouchers from organizations providing aid to students for purchasing course materials. Collection of payment for third party vouchers is the responsibility of the Contractor.
- e) The College allows only one (1) technology purchase with financial aid funds per student each academic year.

3.2.4 Other Services

- a) Contractor shall maintain a quality trade book inventory which is current, relevant and supportive of the curriculum and interests of the faculty, students and staff.

- b) Contractor shall provide a service to facilitate the obtaining of permission to use copyrighted materials for the purpose of compiling specialized course materials. The costs for such service shall be fully incorporated into the selling price of the material. Contractor shall also provide for the production and duplication of all requested course packets and custom publishing according to Copyright law. Course packets may include, but are not limited to, course syllabi, supplemental anthologies or articles, or other materials gathered by a faculty member which may be in the form of electronic or printed mediums, either on campus or through a custom publisher.
- c) Contractor shall provide for the sale of College produced educational materials. Educational materials may include, but are not limited to, instructional audio tapes, independent learning, and e-learning courses offered by the College each term.
- d) Contractor shall provide text materials for various high school and other youth education programs offered by the College throughout the year.
- e) The Contractor may provide the sales of keepsake, souvenir or disposable graduation cap and gowns, when requested by the College. Caps and gowns may be ordered by the College under a separate contract as determined by the College. The Contractor may also serve as receiver and distributor of faculty graduation regalia as requested by the College.
- f) The Contractor shall provide student supply kits (i.e. Dental Hygiene, Culinary Arts knife kits, Chemistry, Cosmetology, Baking and confectionery, Architecture, Drawing, Ornamental Horticulture, Interior Design, Rock and Mineral) as appropriate or as required by departments, and sell these kits to students at a discount off the full price of the components.
- g) In support of the College's educational, cultural, and other programs, the Contractor shall provide services in other locations on campus or other College controlled property in connection with special College events (i.e., symposia, lectures, concerts, athletic events) subject to advance College approval.
- h) Contractor shall assist and support College student organizations and student activities whenever possible with respect to Bookstore services and merchandise. This could include, but not be limited to, sale of merchandise at cost and donations of merchandise for student events and activities as approved by the Director of Business Affairs.
- i) The Contractor agrees to purchase materials, goods, promotional items and/or advertisements bearing the name, seal, logos and other indicia of the College from appropriate trademark licensees in accordance with College guidelines.
- j) The College reserves the right to exercise its judgment in respect to any item(s) that may be offered for sale which, in the College's view, might be considered objectionable.
- k) The Contractor shall provide additional services as are reasonably requested by the College and may propose additional services to the Director of Business Affairs for approval.

3.3. COURSE MATERIAL SELECTION AND ORDERING PROCESS

- 3.3.1 The selection of course materials shall be the exclusive decision of the faculty members or deans, and as an academic matter, selection shall not be within the discretion of the Contractor.
- 3.3.2 In the provision of books, supplies, and materials, the Contractor shall provide a procedure for ordering textbooks and other course materials for each term, in a format and time schedule acceptable to the College. The system should allow the College to provide course section level data which can be imported and exported to and from the system and provide ease of use with minimal training to learn how to utilize the system. Contractor shall provide training for staff and

faculty on the adoption process and system, in multiple formats to include in-person, video, and written manuals.

3.3.3 The Contractor shall advise faculty and administration of due dates no less than two weeks prior to the deadline for ordering textbooks, and provide confirmation of all textbook adoptions received. The Contractor shall advise faculty and administration on a bi-weekly basis of any missing textbook adoptions, starting no later than two (2) weeks after each established adoption due date and continue until two (2) weeks prior to the beginning of the term.

3.3.4 The College shall make reasonable efforts to see that the Contractor is given timely notice by administrators, faculty members, or authorized designees of the books, supplies, and materials requested for all courses offered, as follows:

For the fall semester, beginning in August on or before **April 15th**.

For the spring semester beginning in January on or before **October 15th**.

For the summer semester beginning in May on or before **March 15th**.

The College shall assist, if requested, in soliciting adoption information from all faculty members requiring books, supplies, and materials for their course(s) and to have such adoption forms returned to the Contractor.

3.3.5 The Contractor shall make every effort to ensure that, for all requisitions which are received from the College by the specified due date, said books will be available in the bookstore no later than two weeks prior to the first day of classes for each term. The Contractor will also accommodate any modifications in the schedule resulting from authorized changes in the College calendar and in the schedule of classes.

3.3.6 The Contractor shall provide information with regard to their process for determining appropriate quantities of materials ordered, along with their reordering commitment should required quantities exceed the original order.

3.3.7 The Contractor shall provide timely reports to deans, faculty members and other designated staff as appropriate on the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, out of stock, etc. Periodic reports shall be made until textbooks have been received or the request has been canceled by the College.

3.3.8 The Contractor shall provide a weekly written communication on the status of all out of stock texts beginning two (2) weeks prior to the start of each quarter and continuing on a cumulative basis until all text issues are resolved. This communication shall be updated at least weekly to include updated status information and any new items that have sold out. This communication shall be provided to the appropriate division secretary, dean, vice president and College Liaison each time the list is updated. In addition, the Contractor shall provide notice of all text titles received any time after 2 weeks prior to the start of a term.

3.3.9 The Contractor shall post information regarding status of out of stock required textbooks on each title as appropriate.

3.3.10 Contractor shall maintain a selection of textbooks for all classes in the bookstore until one (1) week past mid-term/session in order to accommodate late purchases and meet the enrollment demand of classes offered on a schedule other than the traditional academic term. If a particular text is sold out, Contractor will immediately reorder in the manner stated above. The Contractor shall maintain specific textbooks until the end of the term as reasonably requested by the College.

3.3.11 Contractor shall provide, and display in the store, a listing of all text requests submitted for each term in order by course name and number. This listing shall be available for the entire term that is applicable.

3.3.12 Subject to the provisions of state and federal laws, the Contractor will have access to all the College's data pertaining to such information as book adoptions, class schedules, enrollment levels, etc. for internal use only. The Contractor shall be solely responsible for any unauthorized or unprivileged use or distribution of such student information.

3.4. PRICING, PAYMENT, REFUNDS, AND BUY-BACK POLICIES

3.4.1 The Contractor shall make every possible effort to minimize the cost of course materials. Course material affordability is a high priority for the College, and Contractor will be expected to articulate their affordability strategies on an ongoing basis.

3.4.2 The Contractor shall post, in conspicuous places, bookstore policies concerning refunds, buy-backs, exchanges, discounts, shipping, special orders, out of stock titles, defective merchandise and customer service contacts. In addition, the Contractor shall distribute, at a minimum, the refund policy and customer service contact information with all transactions. Any changes in pricing and refund policies must be approved in writing by the College.

3.4.3 The Contractor shall communicate pertinent information regarding textbook purchases to help inform and educate students regarding bookstore operations and customer service contacts through such methods as posters, bookmarks, shelf signs, flyers or newspaper ads.

3.4.4 Pricing

- a) While pricing shall be determined by the Contractor, merchandise sold through the bookstore or on-line website shall be uniformly priced at all locations or service points, competitive to the local area, and will not exceed the industry's normal pricing procedures.
- b) The contractor shall provide the College with pricing policies (including margins, re-stocking, and shipping where applicable), and demonstrate the competitiveness of the pricing for the categories below as part of their proposal. The Contractor must define specific terms such as gross margin, net pricing, list pricing, commissionable items, net cost, etc.
 - i. New Textbooks
 - ii. Used Textbooks
 - iii. Rental Textbooks
 - iv. E-Books
 - v. Software/Website Access Codes
 - vi. Custom Course Packs
 - vii. Supply Kits
 - viii. Open Educational Resources (OER)
 - ix. Trade, Technical, Reference Books
 - x. General Merchandise (not course related)
 - xi. Electronics/Hardware/Software
 - xii. Grant-Funded Merchandise
 - xiii. Book Buy-Backs
 - xiv. Returns
 - xv. Shipping for On-line Orders
- c) Discounts shall not be offered to individual faculty or staff except as part of a special promotional sale offered to the general public, or as approved by the Director of Business Affairs.
- d) Contractor shall provide a discount on purchases exceeding \$1.00, including adopted textbooks, retail books, and other non-sale merchandise to all budget units of the College and to College faculty, staff and authorized student employees. Purchases for budget units of the

College shall exclude purchase of textbooks or text materials for distribution or resale to students or other non-college entities. Employee purchase of textbooks may be limited to a single copy for personal use. Hardware, software, DVDs/CDs, and sale merchandise may be exempt from the discount. Student employees shall be eligible for a discount on textbooks only.

- e) Contractor shall provide a price-matching program to promote affordability of course materials.

3.4.5 Payments

- a) Contractor shall bill the College directly for all purchases and services provided for College departments, offices, and College-funded student organizations, and the College shall pay Contractor within sixty (60) days after receipt of the invoice, in compliance with the Local Government Prompt Payment Act. Contractor shall directly bill the College on a monthly basis, detailing the invoice by department budget account with summary, and providing monthly usage reports. All billings shall be submitted to the Director of Business Affairs or designee by the 20th calendar day of each month for approval.
- b) Contractor shall provide for charge and debit sales of all merchandise through major credit cards including American Express, Discover Card, Master Card and Visa, and consistent with types utilized by the College. Contractor shall also accept personal and College checks from students, faculty, and staff in reasonable amounts in relation to purchase amounts, subject to appropriate identification and credit checks.
- c) Contractor shall provide an automated process to transfer pertinent account information between the College's Ellucian Colleague financial aid system and the Contractor's POS system to facilitate the timely processing of student book purchases. This system shall link the College's financial aid system, currently FA Link, to the Contractor's POS system, populating necessary student data for the accurate and timely transfer of financial aid awards on at least a daily basis. The Contractor shall accept electronic vouchers for all student purchases for books and supplies as authorized by the College. The Contractor will provide the necessary documentation to the College for payment of these authorizations for students on financial aid or receiving funding from a third party.

3.4.6 Refunds

- a) The Contractor shall provide a reasonable refund policy that allows students to return merchandise purchased.

3.4.7 Buy-Back

- a) Contractor shall provide a continuous used book buy-back program and shall buy back textbooks no longer needed by the students. The Contractor shall post their buyback policy by category (e.g. new, used, electronic media) and pricing schedule in their proposal.

3.5. COLLEGE SUPERVISION AND LIAISON

3.5.1 Liaison between the College and Contractor shall be the responsibility of the Director of Business Affairs or designee. Contractor shall make every reasonable effort to comply with requests from the College Liaison for the improvement of College on-line and on-campus store services, operations, programs, and policies.

3.5.2 The College reserves the right to exercise its judgment in respect to any links or advertisements that may appear in print or on the Contractor's website which, in the College's view, might be considered objectionable.

- 3.5.3 Contractor shall withdraw from display or sale any item which the College should reasonably request not be displayed or sold.
- 3.5.4 The College shall reserve the right of final approval over all new merchandise items, merchandise categories, and services which the Contractor desires to offer.
- 3.5.5 The College shall reserve the right of final authority as to who will sell what merchandise or services, if a competitive situation develops between the Contractor and a College department or another College Contractor.
- 3.5.6 An institutional Advisory Committee has been formed by the College's designated representative for the express purpose of advisement and discussion with regard to Contractor operations. The Contractor's managerial personnel will be invited to each meeting. There will be at least three (3) meetings each year, scheduled to coincide with the mid-point of each instructional term.

3.6. MANAGEMENT

- 3.6.1 The College shall have the right to review the credentials and qualifications of all management personnel hired by the Contractor and provide input into the selection of these positions. The College reserves the right to have the Contractor change its store manager and other management staff at its sole discretion.
- 3.6.2 In connection with the performance of work under the agreement, Contractor agrees to comply with all applicable federal, state, and local laws or regulations relating to employment or provisions of services. The Contractor shall not discriminate against any persons on the grounds of age, ancestry, disability, national origin, religion, race, or sex.
- 3.6.3 Contractor management will meet regularly with designated College officials and Advisory Committee and will work cooperatively with the College in the development and improvement of programs, operations, services, and policies. These meetings shall be used to maintain good public relations, solve problems, and to initiate any changes in operations for improvement of overall service to the College.

3.7. FACILITIES, MAINTENANCE, AND EQUIPMENT (Retail Store)

- 3.7.1 The College shall lease to the Contractor space for a bookstore to be maintained and operated by the Contractor solely to stock, store, display, and sell course materials, stationery, clothing, supplies, and other items usually sold by College and University bookstores. It is anticipated that the current space allocated to the campus bookstore will be reduced. Therefore, we request that respondents include their proposed square footage requirements in their response.
- 3.7.2 The College will provide access to adequate dock facilities for shipping and receiving books and other merchandise. The Contractor shall promptly remove and unpack all materials received in the dock area.
- 3.7.3 The Contractor shall not alter the facilities assigned for its use without obtaining the written approval of the Director of Business Affairs prior to making any such alteration. Any changes, modifications, or alterations in the permanent allocated spaces will be by mutual written consent of both parties. Contractor must submit all requests for proposed renovations, signage, alterations, modifications or additions, including but not limited to, painting, wallpaper, redecorating, to the Director of Business Affairs sixty (60) days prior to the proposed date of construction, installation, or purchase.
- 3.7.4 The Contractor shall provide, and have the sole responsibility for, all equipment, furnishings and any other support items that are necessary for the successful operation of the bookstore,

including, but not limited to, office furniture, store fixtures, interior signage, store equipment, office equipment, computers and point-of-sale cash registers. Any equipment so purchased will remain the property of the Contractor and will be removed upon expiration or termination of the agreement.

- 3.7.5 Contractor shall take reasonable and proper care of the facilities provided by the College. In the event of damages due to negligence on the part of Contractor's employees, Contractor shall repair, replace or reimburse College for the cost of repair or replacement of same.
- 3.7.6 The Contractor shall bear the costs of all expenses for any renovations, alterations, changes or modifications initiated by the Contractor and shall not be reimbursed by the College at the expiration of the agreement period. Said changes shall have the prior written approval of the College. Any modifications, renovations, alterations, or changes must be in compliance with all applicable College, State and Federal requirements.
- 3.7.7 Upon termination or expiration of the agreement or any extension thereof, Contractor shall promptly cease operation, and shall return the facilities to the College in as good a condition and in the original physical configuration, as at the beginning of the agreement, less normal wear and tear or College approved alterations.
- 3.7.8 The Contractor shall be responsible for housekeeping to the satisfaction of the College, for all bookstore areas, equipment and supplies. This shall include, but not be limited to, retail sales area, receiving and dock area, storage, trash and garbage areas, service areas, walls, ceilings, windows, vents, floors, display equipment, movable fixtures, furniture, and equipment in all above areas.
- 3.7.9 The College will be responsible only for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees. The College, through its authorized representatives, reserves the right to enter the campus store for purposes of inspecting the same or of making repairs, alterations, and additions thereto or to other parts of the building in which the store is located.

3.8. SECURITY AND ILLEGAL ACTS

- 3.8.1 If a physical store is maintained, the key control system for the bookstore shall be separate from the general College key control system and coordinated by the Facilities Department, in conjunction with the Campus Police Department. The Contractor shall exercise control over the distribution of keys to the campus store space, except that keys shall be provided to designated officials of the College for use in monitoring or inspecting alarms, providing for building and property security, and emergency responses only. It shall be understood that any such entry on the store premises without prior knowledge of the Contractor's representative shall be in emergency situations and the College will use their best efforts to report such occurrences to the Contractor.
- 3.8.2 The Contractor shall collaborate with the Director of Business Affairs concerning questions of discipline, enforcing regulations, and internal security and theft control in the campus store. The Contractor shall refer observed or suspected acts of property damage, theft of merchandise or money, or fraudulent acts with respect to the campus store operation, to the College's Police Department.
- 3.8.3 Contractor shall not have College students arrested by public authorities or prosecuted without prior consultation with the College's Police Department and prior authorization of the College's Vice President for Student Affairs or designee.
- 3.8.4 The Contractor shall provide the College with a list of emergency contact personnel, including addresses and telephone numbers. At least two members of the managerial staff, one of which must be the Bookstore Manager, must be available by telephone in case of an emergency.

- 3.8.5 Contractor shall comply with and conform to all applicable fire and public safety rules, laws, regulations, code requirements, and ordinances of Glen Ellyn, the State of Illinois, and the College, including regulations governing the number of persons admitted to bookstore facilities at any one time, and the display and storage of flammable materials.

3.9. REPORTS, ACCOUNTING RECORDS, ACCESS, AND AUDITING

- 3.9.1 Contractor shall provide College Liaison with a complete and detailed operating statement for the campus store on a monthly and an annual basis. This operating statement shall detail sales by category and location, and be in a format which is mutually agreeable to the College and Contractor. This statement shall be submitted no later than thirty (30) days following the close of the Agreement anniversary date. If the College should so request, representatives of the Contractor shall review all such operating statements and related records with College representatives. The Contractor shall submit a typical pro-forma Profit & Loss statement, for both on-campus and on-line operations, which must indicate sales by New Textbooks, Used Textbooks, Digital Textbooks, Tradebooks, Supplies, Gifts, Clothing, Sundries, Candy and Snacks, Electronics, Computer Hardware, Computer Software, Rings, and Other Sales. The statement must itemize expenses minimally by Cost of Goods sold for each of the revenue accounts indicated above, managerial salaries, managerial benefits, non-managerial wages, non-managerial benefits, Rental fees, Direct Store Expenses (include description), Advertising and Promotion, Contracted Services, Insurance, and Corporate Support Services. The College reserves the right to request and receive interim operating statements or other information concerning the sales and expense activity of the Bookstore.
- 3.9.2 All of the Contractor's records related to product dispersal and sales collections covered by this agreement shall be made available in its principle office of registration in Illinois upon demand of the College of DuPage for the purpose of audit.
- 3.9.3 Contractor shall maintain and make available promptly upon request complete and accurate accounts, books documents and records, in compliance with whatever laws may pertain and with generally accepted accounting practices and standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the bookstore operations provided under the terms of the agreement.
- 3.9.4 The Contractor's store records shall be audited, in the third year of this Agreement and at Contractor's cost, by an independent certified public accounting firm and a copy of the audit shall be sent to the attention of the College Liaison within sixty (60) days of the close of the agreement anniversary date.
- 3.9.5 The College may, once in any agreement year, cause an audit of the business of the Contractor to be made by a certified public accountant of the College's own selection, and if the statement of gross sales previously made by the Contractor to the College shall be found to be less than 97 percent of the amount of the Contractor's gross sales shown by such audit and if Rental fees are found to be due, the Contractor shall pay for the cost of such audit as well as the additional Rental fees therein shown to be payable by the Contractor to the College; otherwise the cost of such audit shall be paid by the College.

3.10. FINANCIAL

- 3.10.1 In consideration of the space and service provided by the College, and other rights and privileges conferred upon the Contractor, Contractor agrees to pay as rent to the College of DuPage, a commission based on a percentage of annual net sales (or alternate proposal) with a minimum Guaranteed Total Amount, in accordance with the following:
- a) Contractor will pay the College of DuPage a Guaranteed Total Amount of at least:

\$ Amount

for the initial term of the agreement, payable monthly in arrears in the amount of:

\$ <u>Amount</u>	1st year of agreement
\$ <u>Amount</u>	2nd year of agreement
\$ <u>Amount</u>	3rd year of agreement
\$ <u>Amount</u>	4th year of agreement
\$ <u>Amount</u>	5th year of agreement

or according to the following schedule, whichever is greater:

PERCENT % of annual net sales up to \$ TBD

- b) Respondents may submit alternate financial proposals, which reflect a course material affordability focus, for consideration by the College.
- 3.10.2 As used herein, "gross sales" shall be defined as total combined revenues. Each charge or sale upon credit shall be treated as a sale for the full price in the month such charge or sale shall be made, irrespective of the time when the Contractor shall receive payment.
- 3.10.3 As used herein, "net sales" shall be defined as the total combined gross sales, less refunds and exchanges, provided that the merchandise returned by customers has previously been included in gross sales, and the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Sales tax collected shall not be included in gross or net sales, and any excess collection of sales tax which is not paid to the State of Illinois is to be included as Other Revenue.
- 3.10.4 Contractor shall itemize all revenue which will be considered as "non-commissionable" during the term of this agreement and will be deducted from net sales to determine commissionable sales and for the purpose of calculating commission to be paid to the College.
- 3.10.5 Within thirty (30) calendar days following the last day of each monthly accounting period, Contractor shall submit to the Director of Business Affairs or liaison, its detailed operating statement including payments in accordance with the terms of the Agreement. All check shall be made payable to the College of DuPage.
- 3.10.6 Within sixty (60) days after the end of each agreement year, the Contractor shall furnish the College with a statement to be certified as correct by the Contractor or an employee of the Contractor authorized to so certify, which shall set forth the Contractor's gross sales and shall pay to the College simultaneous with the submission of said statement any remaining amount of percentage commission or guaranteed total amount which is payable to the College as computed on the cumulative Contractor's commissionable sales.
- 3.10.7 Upon termination or expiration of the agreement, rental fees shall be paid to the College on sales up to the final day the Bookstore is operated under the agreement. The guaranteed total amount and rental fees due the College for any portion of an agreement year shall be calculated on a daily prorated basis.
- 3.10.8 Any other amounts owed the College by the Contractor shall be paid within thirty (30) days after receipt of the invoice. The College may charge the Contractor interest on all above outstanding receivables thirty (30) days past due at the greater of one percent (1%) per month, or the highest interest amount allowed by applicable state law.
- 3.10.9 The Contractor, regardless of residence, is subject to all applicable federal, state, and local and any other taxes, assessments, and fees that will arise from transactions under this document, including but not limited to, sales, property, franchise, beverages, excise, income tax withholding,

social security, etc. In the event the DuPage County Assessor, or any governmental agencies, assesses any property tax against the College as a result of the Contractor's operation pursuant to this Agreement, the Contractor shall assume responsibility for such property tax assessed. The College shall invoice the Contractor for any such taxes assessed. Assessment information received from the county of DuPage Assessor's Office for the current on-campus bookstore space indicates a 2017 tax allocation of \$46,908.20, calculated at a 9.0189% tax rate.

3.11. EXCLUSIVE RIGHTS

- 3.11.1 The Contractor shall be granted exclusive rights to be the official course materials provider for the College of DuPage. The College agrees to acknowledge the Contractor as the official provider of course materials and other related materials. In the event the Contractor is unable to obtain any specific titles required by the College, the College may use alternative sources for those titles. The College shall provide space in the College's class schedule listing for information pertaining to contracted services, including hours of operation and textbook sales locations, as well as the Contractor's on-line URL address.
- 3.11.2 The College agrees to prohibit the sale and buy-back of textbooks, trade, paperback, technical, and reference books, and other course related materials regularly stocked by the Contractor, by any private individual or business organization, other than the Contractor, anywhere on property controlled by the College, except in those situations that are individually reviewed and approved by both parties, the College and the Contractor.
- 3.11.3 Contractor's exclusive rights described above do not include merchandise and services currently sold or offered elsewhere within the College by departments, student organizations, or through other existing contract arrangements. The College reserves the right to conduct book sales such as college group fund-raisers or student run book exchanges permitted under the auspices of the Director of Business Affairs. Such activities that involve any third party organization other than the Contractor, shall be individually reviewed and approved by both parties, and such approval shall not unreasonably be withheld.
- 3.11.4 Contractor shall be aware that the College has an exclusive beverage agreement with Pepsi-Cola General Bottlers of Chicago, which provides exclusive marketing rights of certain cold beverage products. All sales, marketing, promotion or distribution of cold beverage products at the College shall be Pepsi-Cola products through December 2019. The College reserves the right to extend its current marketing agreement with the incumbent, or enter into a new agreement with another distributor, at the expiration of the current beverage agreement. In either case, the Contractor shall cause such brands to be exclusively available for the brands included in this Agreement and any subsequent marketing agreement.
- 3.11.5 Contractor shall be aware that the College has an exclusive food service agreement with Sodexo for Dining Services, which provides exclusive rights to certain food products and all catering at College locations, through June of 2019. The College reserves the right to extend its current food service agreement with the incumbent, or enter into a new agreement with another contractor, at the expiration of the current food service agreement. In either case, the Contractor shall honor such exclusivity rights granted under that Agreement and any subsequent agreement.

4.0 PROPOSAL SUBMISSION AND PROPOSAL EVALUATION

Proposals must be prepared on 8½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The College encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Respondent must submit a hardcopy original Proposal with all exhibits in sealed envelope. The original documents must be clearly marked as "ORIGINAL," and must bear the original signature of Respondent's authorized signatory that can bind their organization to all commitments outlined in the Proposal on all documents requiring a signature. The Respondent must submit:

- one (1) original of the completed RFP
- two (2) duplicate copies of the completed RFP, and
- twelve (12) flash drive containing all documents in a searchable format.

Each Respondent shall provide a complete and thorough response to enable the College to determine which Respondent is best able to meet all of the criteria which are to be considered in the award of this agreement. To be considered responsive to this RFP, Respondent's proposal will be structured in accordance with the following proposal format and outline of all materials in its proposal. If any Respondent feels that a specific section that follows is not applicable to the service option being proposed, indicate such information by submitting "not applicable" as a response.

4.1. PROPOSAL REQUIREMENT, FORMAT, AND CONTENT

Proposal responses should be formatted and tabbed or clearly labeled in the order shown below:

Section 1: Acknowledgement Letter

- a) A statement of Contractor's philosophy toward providing services to college and university campuses, including the Contractor's service strategy and commitment to being the best available source for all students who wish to purchase course materials, including support of textbook affordability, accessibility, and effectiveness.
- b) Evidence of the respondent's understanding of the College's objectives as outlined in Section 3.1.

Section 2: Executive Summary

- a) Description of the scope of services options proposed and the most important elements included in the Contractor's proposal.
- b) If multiple Contractors are submitting a joint proposal, please explain the relationship between the Contractors and indicate which vendor will be the primary Contractor. Discuss how relations and communications with each Contractor and the College will be handled.

Section 3: Company information

- a) Name and address of company and a list of affiliated or related companies pertinent to the RFP response.
- b) List of the names of all owners of the company or officers of the corporation and statement of disclosure and relationship.
- c) A list of five (5) references with web site addresses where the Contractor is currently providing on-campus and/or online course materials and/or campus store solutions. At least three (3) references should be of a similar type and size as the College. For each reference indicate:
 - Name, address, e-mail address, and telephone number of a college or university official with the authority over the store operation who can be contacted concerning the operation of the store.
 - The length of time the Contractor has held the agreement for the operation.
 - Full-time equivalent enrollment of the college or university for the most recent year referenced.

- Sales revenues during the most recent two years of the operation of the on-campus and/or online store under the management of the Contractor.
- d) Contractor shall specify the names and terms of those colleges or university stores which Contractor previously held agreement(s) to operate, but no longer operates (since January 1, 2017).
- e) The duration and extent of Contractor's experience and qualifications in the operation of college and university on-campus and/or online bookstores. Explain in detail.
- f) Financial support documentation including three (3) years of financial statements.
- g) Pro forma financial statement for the Contractor's first year of operation.

Section 4: Services and Programs

Detailed descriptions of corporate support services and programs that will be offered by the Contractor, to include:

- a) On-Campus Retail Store (if applicable)
 - i. Detailed description of, and an operational plan for, all services being proposed by the Contractor, including services referenced in section 3.2.1, for an on-campus retail store.
 - ii. Explanation of the methods and systems of the Contractor for:
 - a. Inventory controls for course materials and general merchandise.
 - b. Recording, checking, and reporting of sales.
 - c. Control of cash and refunds.
 - d. Internal audit.
 - e. Textbook adoptions.
 - f. Order processing and delivery of late textbook adoptions.
 - g. Order processing and delivery of textbooks required due to shortage of books.
 - iii. Provide a list of merchandise categories that will be stocked in the store.
- b) Online Store
 - i. Detailed description of, and an operational plan for, all services being proposed by the Contractor, including services reference in Section 3.2.2, for an on-line store.
 - ii. Description of the operational structure of the Contractor's online book ordering system. Explain the logistics of ordering a textbook from the student perspective, the location where orders are received and processed, capability of providing ISBN numbers, and provide details on the extent of security and encryption methods used for the transmission of confidential information from the website.
 - iii. Description of the Contractor's system for providing an online link from the College's existing online registration system or online class schedule to the Contractor's online book ordering system.
 - iv. Description of ability to provide special order services.
- c) Financial Aid
 - i. Description of Contractor's system for providing an automated transfer of account information between the College's existing financial aid system and the Contractor's POS system, including detailed information pertinent to integration capabilities.
 - ii. Explanation of the process used to accept financial aid payments from students both in-store and on-line.
- d) Other Services
 - i. Description of Contractor's ability to assist with the College's compliance with the Higher Education Opportunity Act (HEOA).
 - ii. Contractor's explanation of what specific actions it shall undertake with respect to implementing and maintaining positive and effective public relations and communications with the College's students, faculty, staff and alumni.
 - iii. Statement of Contractor's quality control methods in relation to:
 - a. Provision of service to customers (including customer satisfaction surveys).
 - b. Actions to maintain and improve public relations and ensure customer satisfaction.
 - c. Timely and accurate ordering and delivery of all course materials.
 - d. Handling shortages of course materials.
 - e. Method, frequencies and communication of quality control reviews.
 - f. Copyright permissions
 - g. College produced course materials

- iv. Explanation of how Contractor will provide course packs and supply kits as required at a reasonable cost to students.
- v. Description of how Contractor will be involved with student organizations and student activities.
- vi. A detailed plan to ensure a smooth operational transition for students, faculty, and staff during the implementation phase of the contract.
- e) Explanation of any deviations from items listed in Section 3.2.

Section 5: Course Material Selection & Adoption Process, and Technology

Description of course material selection, ordering processes, and technology that will be offered by the Contractor, to include:

- a) Course Material Selection & Adoption Process
 - i. Description of the operational structure of the Contractor's online text adoption system. Explain the logistics of placing an adoption, access to historical records, adoption confirmations, and other pertinent features.
 - ii. Explanation of training processes available to staff and faculty to assist in utilization of the adoption system.
 - iii. Description of the Contractor's internal order processing procedures for text adoptions. Specifically address how the Contractor will deal with the process for ordering and delivering late textbook adoptions.
 - iv. Provide information regarding Contractor's process for determining appropriate quantities of materials ordered, along with your reordering commitment when quantities exceed the number ordered.
 - v. Provide samples of reports for, and communications to, administration and faculty regarding order status.
 - vi. A description of the Contractor's access to wholesale used books and Contractor's plan to maximize the number of used books available to students.
- b) Technology
 - i. Statement of how Contractor intends to utilize new and emerging technology to provide enhanced services to the College community.
 - ii. Explanation of how the course materials platform supports and integrates with the College's Learning Management System (Blackboard).
 - iii. Description of how the contractor will accommodate increased availability of digital course materials and Open Educational Resources (OER)?
 - iv. Description of any connectivity or access to College systems required to perform the services outlined in the proposal.
- c) Explanation of any deviation from items listed in Section 3.3.

Section 6: Pricing, Payment, Refunds, and Buy-Back Policies

Description of pricing, payment, refund, and buy-back policies that will be offered by the Contractor, to include:

- a) Please describe all textbook affordability strategies your organization will implement at the College to ensure affordable course materials for students.
- b) Describe pricing, margins, fees, and refund policies for each of the following categories:
 - i. New Textbooks
 - ii. Used Textbooks
 - iii. Rental Textbooks
 - iv. E-Books
 - v. Software/Website Access Codes
 - vi. Custom Course Packs
 - vii. Supply Kits
 - viii. Open Educational Resources (OER)
 - ix. Trade, Technical, Reference Books
 - x. General Merchandise (not course related)
 - xi. Electronics/Hardware/Software
 - xii. Grant-Funded Merchandise
 - xiii. Book Buy-Back
 - xiv. Returns

- xv. Shipping for On-line Orders
- c) Identify any associated guarantee programs for pricing, buyback, etc.
- d) Contractor's plan for a competitive pricing strategy. The Contractor should clearly define its policy on what competitive pricing is and what it will do if a customer can purchase a textbook for a lower price, along with the pricing margin to be utilized for each category.
- e) Description of price-matching program policy and procedures.
- f) Contractor's plan for marketing, promotions and methods for increasing non-peak sales. Explain in detail the suggested promotions.
- g) Provide an explanation of any additional pricing discounts available.
- h) Explanation of any deviation from items listed in Section 3.4.

Section 7: College Supervision and Liaison, Contractor Management, Exclusive Rights, and Security and Illegal Acts

- a) Description of Contractor's plan for managing and staffing a retail store, if applicable, to include:
 - i. Plan shall delineate use of full-time, part-time, student employees, and agency employees, along with associated schedules and labor hours.
 - ii. The staffing description should include the Contractor's policy on customer service and outline the plan for staff training.
 - iii. Description of proposed College Store management operation, full scope and types of services, service guarantees, promotions, merchandising plans, employee relations, and training.
 - iv. Description of Contractor's personnel policies pertaining to ensuring quality of managerial and non-managerial personnel, as well as the educational or training programs for managers, supervisors, and employees.
 - v. A complete organizational chart and the proposed store staffing model, clearly delineating between management, non-management, student, and temporary staff. Resumes of proposed managers, and of contractor's key support personnel must be included.
 - vi. Description of the Contractor's role and level of participation in a course materials Advisory Council.
- b) Provide an implementation timeline and transition plan with a focus on minimizing impact on students.
- c) Specify in detail the Contractor's approach to, and understanding of, exclusivity of services.
- d) Explanation of any deviation from items listed in Sections 3.5, 3.6, 3.8, and 3.11.

Section 8: Facilities, Maintenance, and Equipment (Retail Store)

- a) Provide an estimate of space required to perform the services being proposed, and the methodology used to determine requirements.
- b) Contractor's transition plan for existing store and inventory.
- c) Explanation of any deviation from items listed in Section 3.7.

Section 9: Reports, Accounting Records, Access, and Auditing

- a) Provide samples of monthly operating statements.
- b) Provide examples of quarterly and annual reports.
- c) Include an explanation of any deviation from items listed in Section 3.9.

Section 10: Financial Proposal

- a) Contractor's financial proposal including fee structure and Guaranteed Total Amount (as applicable), using the format as shown in Section 3.10.1.
- b) Contractor's alternate financial proposal(s), along with an explanation of how the alternate proposal will impact textbook affordability for students.
- c) Listing of all items/categories where revenue will be considered as "non-commissionable".
- d) Contractor's proposal for other financial incentives such as scholarships, book donations, and financial aid gift cards.
- e) Contractor's proposal for any investment project(s), to include facility renovation, and the dollar amount of each investment.
- f) Explanation of any deviation from items listed in Section 3.10.

Section 11: Other Services, Programs, or Financial Support Proposed

- a) Provide any additional information, services, or benefits to the College that are pertinent to the provision and affordability of course materials and/or campus store services.

4.2. PROPOSAL EVALUATION

An Evaluation Committee (“Evaluation Committee” or “EC”), which will include representatives of Business Affairs, Academic Affairs, and may include representatives from various other College departments will review and evaluate the Proposals.

The Evaluation Committee will evaluate the extent to which a Respondent’s proposal meets the project requirements set forth in the RFP and will include a detailed analysis of the Respondent’s proposed solution, qualifications, approach and methods, and other factors based on the evaluation criteria outlined in this Section 4.3 - Proposal Evaluation and Criteria.

As part of the evaluation process, the Evaluation Committee will review the information required by Section 4.1 - Proposal Requirements for each Proposal received. The Evaluation Committee may also review any other information that is available to it, including, but not limited to, information gained by checking references and by investigating the Respondent’s financial condition.

The College reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The College reserve the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

4.3. SELECTION CRITERIA AND AWARD

An award will be made to the Respondent whose proposal is determined to be the most responsive and responsible, and best meets the specifications, needs and objectives of the College based upon the evaluation of the information furnished, as required under this Request for Proposal. In awarding the agreement, the College will consider a number of factors in combination when evaluating the proposals submitted, including, but not limited to:

- a) Contractor Qualifications
- b) Responsiveness to College’s objectives
- c) Scope of Services proposed
- d) Conformance to RFP specifications
- e) Course material affordability strategies
- f) Operational plan
- g) Financial offerings

The College reserves the right to determine the definition and weight given to each of these qualifying variables.

The selection process may include a request for oral presentations as deemed necessary by the College. There shall be no obligation on the part of the College to entertain presentations from any or all Respondents. However, since the College may make an award without further discussion, each Respondent should include in their written proposal, all statements, requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

In accordance with the requirements of the RFP, the College shall negotiate final terms, conditions and fees with the successful Respondent. If terms and conditions cannot be agreed upon, the

College reserves the right to terminate the award and begin negotiations with the next highest ranked Respondent.

The award and final contract will be presented for approval to the College of DuPage Board of Trustees.

5.0 BUSINESS ENTERPRISE PROGRAM

STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may

request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.3.2** The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.3.3** The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4** BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.5.1** A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.5.2** A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
 - 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
 - 7.4. Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
 - 7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
 - 7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.

- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

_____ (Vendor) submits the following Utilization Plan as part
Respondent Name

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Course Materials & Campus Store Solutions for the College of DuPage, RFP Number 2019-R0002**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: _____ Title: _____

Telephone: _____ Email: _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

6.0 CERTIFICATIONS

IMPORTANT: All Respondents are required to complete this form. Completed form must be returned with response by the RFP deadline. Failure to return this completed form may result in disqualification of response.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A.** Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** _____ **No** _____
- B.** Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C.** Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D.** Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775, ILCS 5/2-105 (A) (4).
- E.** Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.* (If Applicable)
- F.** Fair Employment Practice: Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** _____ **No** _____
- G.** Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
Yes _____ **No** _____
- H.** When required by law, the Respondent and all Respondent's Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

- A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES _____ NO _____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: _____

Certification #: _____ Expiration Date: _____

- B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO _____ Contract No. _____

Signature

Respondent/Company Official: _____ Date: _____

7.0 SIGNATURE PAGE

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

Check One:

- SOLE PROPRIETOR** **PARTNERSHIP** (and/or JOINT VENTURE) **LIMITED LIABILITY COMPANY**
- CORPORATION**

The undersigned acknowledges receipt of a full set of RFP Documents and Addenda Numbers _____ (None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or response will not be accepted.**

The undersigned makes the foregoing response to RFP subject to all of the terms and conditions of the RFP Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this response are true and correct.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____ CELLULAR TELEPHONE NUMBER: _____

FEIN/SSN: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Subscribed to and sworn before me this _____ day of _____, 2018.

My commission expires: _____

Notary Public Signature

Notary Seal

- * **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**
- ** **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- *** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**
- *** **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- **** **In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

RFP #: _____ DATE: _____

CONFLICT OF INTEREST DISCLOSURE

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all responses, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any response submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the RFP documents, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: _____ Title: _____

Signature: _____ **Date:** _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute a contract and that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Company Name: _____ Owners/Principal(s)
Name(s)/Title(s): _____

Vendor Address: _____ City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature
Respondent/Company Official: _____ **Date:** _____

EXHIBIT 1

#784 COLLEGE OF DUPAGE
 FIXTURE PLAN
 SCALE: 3/32" = 1'-0"
 PLAN NORTH



KEY	DESCRIPTION	SPECIFICATION
FL-1	NEW CABINETS AND FIXTURES	W/15 SQUARE FEET OF 2 1/2" X 1/2" ALUMINUM
FL-2	COUNTER TOPS	NEW/BLACK, MILD/COOL T, ADJUSTABLE MOUNT
FL-3	35mm/35mm/35mm/35mm	NEW/BLACK, MILD/COOL T, ADJUSTABLE MOUNT
FL-4	TOE KICK	TO MATCH: ANTI-BLASTING VINYL COLOR: 600 BLACK
FL-5	METAL FINISH	SILVER WENGLIN METAL

COLOR	DEPARTMENT	AREA
[Green]	#1 & #2 TEXTBOOKS	6,672 SQ. FT.
[Red]	#3 GENERAL BOOKS	864 SQ. FT.
[Blue]	#4 SUPPLIES	1,679 SQ. FT.
[Purple]	#5 CLOTHING	2,899 SQ. FT.
[Yellow]	#6 GIFTWARE	449 SQ. FT.
[Pink]	#7 CONVENIENCE	1,162 SQ. FT.
[Light Blue]	#8 TECHNOLOGY	1,024 SQ. FT.
[Dark Blue]	NON-SUBSTANTIVE DEPT.	307 SQ. FT.
[Grey]	TOTAL RETAIL	14,557 SQ. FT.
[White]	TOTAL SERVICE	7,902 SQ. FT.
[White]	TOTAL AREA	22,459 SQ. FT.
[White]	WINDOWS	64 LIN. FT.
[White]	ADDITIONAL RIGHT RESTROOMS	8
[White]	REGULAR RECEIPTS	5

EXISTING FIXTURES TO REMAIN

PRELIMINARY
 09/18/14

PLAN APPROVAL

SIGNATURE _____ DATE _____

PRINT YOUR NAME: _____

TITLE: _____

Sheet No. A8.0	DATE: DATE	#784 COLLEGE OF DUPAGE BOOKSTORE SCR BUILDING 425 FAWELL STREET GLEN ELLYN, IL 60137	STORE SQUARE FOOTAGE: RETAIL: 14557 SERVICE: 7902 TOTAL SQFT: 22459	DESIGNER: JL PROJECT MGR: PV	Rev. No. * Date * Description: DATE DESCRIPTION	ANY DEVIATION FROM THIS PLAN SHALL BE THE RESPONSIBILITY OF THE USER.	3. INTERSECTION CORNER 3. CENTER, SILENT 200 3. CENTER, SILENT 200 3. CENTER, SILENT 200
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Current On-Campus Bookstore Hours

Standard Hours:

Monday – Thursday:	7:45 a.m. to 7:00 p.m.
Friday:	7:45 a.m. to 3:00 p.m.
Saturday:	8:30 a.m. to 1:00 p.m.
Sunday:	CLOSED

Rush Hours:

Rush Hours commence on the Saturday prior to the first week of classes for each academic term and for the following days:

When Classes Begin on a Monday:

	<u>Open</u>	<u>Close</u>
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	6:45 a.m.	9:00 p.m.
Tuesday	6:45 a.m.	9:00 p.m.
Wednesday	6:45 a.m.	9:00 p.m.
Thursday	7:45 a.m.	8:30 a.m.
Friday	7:45 a.m.	5:00 p.m.
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	7:45 a.m.	7:00 p.m.
Tuesday	7:45 a.m.	7:00 p.m.
Wednesday	7:45 a.m.	7:00 p.m.

When Classes Begin on a Tuesday:

	<u>Open</u>	<u>Close</u>
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	7:45 a.m.	8:30 p.m.
Tuesday	6:45 a.m.	9:00 p.m.
Wednesday	6:45 a.m.	9:00 p.m.
Thursday	6:45 a.m.	9:00 p.m.
Friday	7:45 a.m.	5:00 p.m.
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	7:45 a.m.	8:30 p.m.
Tuesday	7:45 a.m.	7:00 p.m.
Wednesday	7:45 a.m.	7:00 p.m.

When Classes Begin on a Wednesday:

	<u>Open</u>	<u>Close</u>
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	7:45 a.m.	7:00 p.m.
Tuesday	7:45 a.m.	8:30 p.m.
Wednesday	6:45 a.m.	9:00 p.m.
Thursday	6:45 a.m.	9:00 p.m.
Friday	6:45 a.m.	5:00 p.m.
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	6:45 a.m.	9:00 p.m.
Tuesday	7:45 a.m.	8:30 p.m.
Wednesday	7:45 a.m.	7:00 p.m.

When Classes Begin on a Thursday:

	<u>Open</u>	<u>Close</u>
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	7:45 a.m.	7:00 p.m.
Tuesday	7:45 a.m.	7:00 p.m.
Wednesday	7:45 a.m.	8:30 p.m.
Thursday	6:45 a.m.	9:00 p.m.
Friday	6:45 a.m.	5:00 p.m.
Saturday	8:00 a.m.	3:00 p.m.
Sunday	12:00 p.m.	3:00 p.m.
Monday	6:45 a.m.	9:00 p.m.
Tuesday	6:45 a.m.	9:00 p.m.
Wednesday	7:45 a.m.	8:30 p.m.

On-line bookstore services for all classes are provided on a 24-hour by 7-day basis.

COLLEGE OF DuPAGE
2018-2019 ACADEMIC CALENDAR

FALL SESSION - 2018			
Wednesday-Friday	August	15-16-17	All Faculty Return / Convocation Days
Monday	August	20	16-Week and 1 st 8-Week Classes Begin
Monday	September	3	Legal Holiday (Labor Day) (No Classes)
Tuesday	September	11	12-Week Classes Begin
Thursday	September	27	Last Day to Withdraw - 1st 8-Week
Wednesday	October	10	End of 1 st 8-Week Classes
Thursday	October	11	2 nd 8-Week Classes Begin
Tuesday	October	16	In-Service Day/Professional Day (No Classes)
Saturday	November	10	Last Day to Withdraw - 16-Week
Friday	November	16	Last Day to Withdraw - 12-Week
Monday	November	19	Last Day to Withdraw - 2nd 8-Week
Wednesday	November	21	College Open; No Classes
Thursday-Sunday	November	22-25	Thanksgiving Recess
Saturday	December	8	End of 2nd 8-Week Classes
Saturday-Friday	December	8-14	Final Evaluations/Culminating Activities
Friday	December	14	End of 16-Week and 12-Week Classes
SPRING SESSION - 2019			
Wednesday-Friday	January	16-18	In-Service Days/Professional Days (No Classes)
Saturday	January	19	16-Week and 1 st 8-Week Classes Begin
Monday	January	21	Legal Holiday (M.L.King's Birthday) (No Classes)
Monday	February	11	12-Week Classes Begin
Thursday	February	28	Last Day to Withdraw - 1st 8-Week
Wednesday	March	13	End of 1 st 8-Week Classes
Thursday	March	14	2 nd 8-Week Classes Begin
Friday	April	12	Last Day to Withdraw - 16-Week
Monday-Sunday	March	25-31	Spring Break (No Classes)
Sunday	April	21	Easter (No Classes)
Friday	April	19	Last Day to Withdraw - 12-Week
Sunday	April	21	Last Day to Withdraw - 2nd 8-Week
Friday	May	10	End of 2nd 8-Week Classes
Saturday-Friday	May	11-17	Final Evaluations/Culminating Activities
Friday	May	17	End of 16-Week and 12 Week Classes
Friday	May	17	Commencement
SUMMER SESSION - 2019			
Monday	May	27	Legal Holiday (Memorial Day) (No Classes)
Tuesday	May	28	1 st 5-Week and 10-Week Classes Begin
Monday	June	3	8-Week Classes Begin
Sunday	June	23	Last Day to Withdraw - 1st 5-Week
Monday	July	1	End of 1 st 5-Week Classes
Tuesday	July	2	2 nd 5-Week Classes Begin
Thursday	July	4	Legal Holiday (Independence Day) (No Classes)
Friday	July	19	Last Day to Withdraw - 10-Week
Sunday	July	14	Last Day to Withdraw - 8-Week
Sunday	July	28	Last Day to Withdraw - 2nd 5-Week
Sunday	July	28	End of 8-Week Classes
Monday	August	5	End of 10-Week and 2 nd 5-Week Classes

Student Enrollment Data

(10th Day – Credit Only)

FTE Students	2017-2018	2016-2017	2015-2016
Fall	14633	15133	16310
Spring	14161	14971	15640
Summer	N/A	4816	4880
Total		34920	36830

Headcount Students	2017-2018	2016-2017	2015-2016
Fall	26165	26901	28678
Spring	26972	28360	27040
Summer	N/A	15033	15173
Total		70294	70891

Annual Sales by Category

	FY15	FY16	FY17*
Used Text	\$1,146,614.06	\$734,868.74	\$616,733.49
New Text	\$6,189,386.91	\$5,960,392.64	\$3,604,197.20
Digital Text Sales	\$114,616.02	\$77,783.93	\$2,145,155.44
General Books	\$118,569.85	\$127,948.58	\$91,758.49
Supplies	\$444,782.21	\$522,202.53	\$498,174.13
Clothing	\$172,223.78	\$162,771.15	\$157,195.79
Gifts	\$17,431.87	\$19,277.91	\$19,543.88
Miscellaneous	\$113,238.39	\$116,674.71	\$110,002.72
Computer Products	\$568,460.70	\$451,419.44	\$383,811.68
Text Rental	\$1,385,637.67	\$1,315,326.45	\$1,169,651.50
Text Rental Disposal	\$116,855.08	\$155,504.32	\$158,358.61
Other	\$2,344.06	\$1,440.94	\$1,545.14
Gross Sales	\$10,390,160.60	\$9,645,611.34	\$8,956,128.07

*Effective January, 2017 category definitions were redefined; sales for digital access codes and bundles with digital codes included were moved from the New Text category to Digital Text Sales.

END OF SECTION