

# **South Suburban College**

## **Request for Proposal**

College Bookstore  
Management and Operations

April 5, 2021

## **TABLE OF CONTENTS**

### **SECTION 1**

1.1	Purpose.....	5
1.2	Period of Contract.....	5
1.3	College Information.....	5
1.4	Bookstore Background Information.....	7

### **SECTION 2**

2	STATEMENT OF NEEDS.....	8
2.1	General Requirements.....	8
2.2	College Bookstore Name.....	8
2.3	Cost of Books.....	9
2.4	Hours of Operation.....	9
2.5	Purchases/Refunds/Exchanges.....	10
2.6	Discounts.....	10
2.7	Merchandise Shipments.....	10
2.8	Products.....	10
2.9	Contractor's Employees.....	11
2.10	Facilities/Services Provided by the College.....	12
2.11	Facilities/Services Provided by the Contractor.....	12
2.12	Security.....	13

**SECTION 3**

3 CONTRACT ADMINISTRATION.....13

3.1 College Administrator.....13

3.2 Bookstore Administrator.....14

3.3 Contract Meetings.....14

**SECTION 4**

4 FINANCIAL ADMINISTRATION.....14

4.1 Financial Guarantee and Remuneration.....14

4.2 Bonding.....15

**SECTION 5**

5 PROPOSAL PROCESS.....15

5.1 Key Event Dates.....15

5.2 RFP Communication.....15

5.3 Pre-Proposal Conference.....16

5.4 Contractor Presentations .....17

5.5 Proposal Submission and Deadline.....17

5.6 Rules for Withdrawal.....18

**SECTION 6**

6 PROPOSAL FORMAT AND CONTENT.....18

6.1 RFP Response.....18

6.2 Proposal Preparation .....18

South Suburban College Bookstore Request for Proposals

6.3 Freedom of Information Act.....19

6.4 Specific Proposal Requirements.....19

6.5 Bid/Proposal Affidavit.....19

6.6 Transmittal Letter.....19

6.7 Contractor Qualifications.....19

6.8 Financial Reporting.....20

6.9 Financial Proposal.....20

6.10 Bookstore Operations.....21

6.11 Human Resources.....21

6.12 Transition Plan.....21

6.13 Exceptions to RFP.....22

**SECTION 7**

7 EVALUATION AND AWARD CRITERIA.....22

7.1 Evaluation.....22

7.2 Award of Contract.....22

**SECTION 8**

8 SPECIAL TERMS AND CONDITIONS.....23

8.1 Cancellation of the RFP.....23

8.2 Indemnification.....23

8.3 Insurance.....23

8.4 Offer Acceptance Period.....24

South Suburban College Bookstore Request for Proposals

8.5 Cancellation of Contract.....24

8.6 Audit.....25

8.7 Renewal of Contract.....25

8.8 Work Site Damages.....25

**SECTION 9**

Bid/Proposal Affidavit.....26

# South Suburban College Bookstore Request for Proposals

## GENERAL OVERVIEW

### 1.1 Purpose

South Suburban College is soliciting competitive sealed proposals from qualified, experienced, financially sound and responsible organizations for the comprehensive management and operation of the SSC Bookstore to be located in Main building of South Suburban College, herein and thereafter referred to as "the College." Proposals must be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the College. The Bidder chosen will be determined based upon the College's evaluation of submitted proposals.

### 1.2 Period of Contract

The Contract shall be from the date of award for a period of five (5) years, with the option to renew for a successive five-year period. Any renewal will be based on satisfactory performance by the Contractor during the initial terms as to financial performance and service to the College.

### 1.3 College Information

South Suburban College Contacts

All questions regarding this RFP should be directed to:

Primary Contact: Martin Lareau, Vice President of Administration  
South Suburban College  
15800 South State Street  
South Holland, Illinois 60473  
(708) 210-5721

## South Suburban College Bookstore Request for Proposals

Secondary Contact: Ajia Harris, Executive Assistant

South Suburban College

15800 South State Street

South Holland, Illinois 60473

(708) 596-2000 ext. 2212

Questions prior to submission of proposals must be in writing. Questions and answers will be distributed to all entities that have requested a RFP.

### BACKGROUND

South Suburban College, a public two-year college, was founded in 1927 as Thornton Junior College, servicing 20 communities in the south suburban region of Chicago, Illinois. On September 19, 1927, Thornton Junior College, under the jurisdiction of the Board of Education of Cook County High School District 205, began classes for forty-seven students with a faculty of fifteen.

In 1992, the College opened the University and College Center in Oak Forest, Illinois, in an effort to serve the western portion of the district and to provide opportunities for district residents to complete a four-year degree. The College is located approximately 25 miles south of downtown Chicago, Illinois and services an area of 94 square miles. The population served is estimated to be 371,523 and is encompassed in twenty Chicago suburbs: Blue Island, Burnham, Calumet City, Country Club Hills, Dixmoor, Dolton, East Hazel Crest, Harvey, Hazel Crest, Lansing, Lynwood, Markham, Midlothian, Oak Forest, Phoenix, Posen, Riverdale, South Holland, Thornton and Tinley Park.

South Suburban College Bookstore Request for Proposals

**1.4 Bookstore Background Information**

The College Bookstore currently occupies approximately 2,500 square feet of retail floor space and 1,600 square feet of storage space on the first floor of Main building at the South Holland campus.

Gross sales, after returns and discounts, for the last five fiscal years are as follows:

	<b>Fiscal Years</b>				
	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
REVENUE	1,038,380.21	1,131,354.63	1,215,170.31	1,459,366.35	1,779,319.71

	<b>Student Credit Hours</b>		
<b>FY 2021</b>			
<b>Enrollment</b>	1,287	3,388	3,624
<b>Credit Hours</b>	6,303.50	24,672.50	23,619.75
<b>FY 2020</b>			
<b>Enrollment</b>	1,587	4,073	4,747
<b>Credit Hours</b>	6,620.50	28,787.50	30,687.75
<b>FY 2019</b>			
<b>Enrollment</b>	1,768	4,393	4,180
<b>Credit Hours</b>	7,818.50	31,554.50	29,075.50
<b>FY 2018</b>			
<b>Enrollment</b>	1,921	4,115	4,313
<b>Credit Hours</b>	7,968.25	31,353.00	31,400.50
<b>FY 2017</b>			
<b>Enrollment</b>	1,983	3,867	4,623



# South Suburban College Bookstore Request for Proposals

<b>Credit</b>			
<b>Hours</b>	8,216.75	34,228.50	34,207.00

## 2 STATEMENT OF NEEDS

The Contractor shall furnish all resources required to direct, manage and operate the bookstore location identified herein for the purpose of providing comprehensive bookstore services to the College.

### 2.1 General Requirements:

The Contractor shall have the sole privilege of and responsibility for operating and maintaining the bookstore facilities on the main campus of the College, for the purpose of selling college textbooks, reference books, ring binders, stationary, college paper supplies, personal products, and other items normally required for study and classroom use, together with other items which the Contractor desires to sell and which would normally be available in a college bookstore.

In addition to its brick and mortar facility, the Contractor shall stay current with market trends and delivery vehicles including but not limited to:

- A college bookstore website customized for South Suburban College that will allow students to easily locate the book titles required or suggested for each course broken down by each section of that course. The information listed for the book will include the ISBN number and the costs of each book.
- On-line ordering (adoption) of textbooks by the faculty.
- On-line purchase of textbooks by students with pack and hold service, or ship to off-campus addresses.

South Suburban College reserves the right to prohibit products from sale which it considers inappropriate to the educational mission of the Institution and to current College contractual obligations.

### 2.2 College Bookstore Name

The Contractor shall conduct all of its business operations related to the College under a name determined by the College, and through us of such name, shall not bind the College in any way. The Contractor shall not represent expressly, or implied, that it is an agency of the College or acts on behalf of the College. The Contractor will make all contracts in its own name, and will be responsible for

## South Suburban College Bookstore Request for Proposals

any goods purchased by the Contractor, or for any other obligations or liabilities assumed or created by the Contractor. Purchase, delivery, storage and payment considerations related to campus bookstore operations shall be at the sole risk and expense of the Contractor.

### **2.3 Cost of Books**

The Contractor shall have the privilege of determining and establishing the selling price of all items offered for sale provided the following provisions are maintained. New textbooks are sold at or below the publisher's suggested retail not to exceed a 35% gross margin. Should a textbook be net price, a gross margin not exceeding 35% will be used to determine the retail price. Used books shall be sold at or below 75% of the new book retail. The Contractor shall also clearly mark all items as to their retail price and/or post in a conspicuous place, a listing of all items offered for sale, indicating the retail price of each item.

The Contractor shall comply with all federal, state, and local laws and regulations relating to the operation of a retail bookstore including the collection and remittance of sales taxes.

The College reserves the right to examine any or all records maintained by the bookstore. This includes, but is not limited to, sales records, invoices, operating statements and balance sheets.

### **2.4 Hours of Operation**

The current regular hours of operation for the campus bookstore is 7:30 a.m. to 7:00 p.m., Monday and Tuesday. The operating hours for the campus bookstore Wednesday, Thursday and Friday are from 7:30 a.m. to 4 p.m. The Contractor is expected to match the current hours of operation. The College is typically open one or two Saturday's prior to the beginning of the spring and fall semesters, and will require the Contractor to be open from 8 a.m. to 1 p.m. during these days, which shall be determined by the College in its sole discretion.

During the contract term, the hours of operation may be subject to change as mutually negotiated and agreed between the Contractor and the Vice President of Administration in order to meet student demands.

### **2.5 Purchases/Refunds/Exchanges**

Bookstore customers shall be afforded the greatest variety of payment options possible to include but not be limited to cash, approved personal checks, debit cards, and credit cards. It is anticipated that certain students will pay for their course materials through financial aid. Accordingly, the Contractor must participate aligning practices with of the College Financial Aid internal control

## South Suburban College Bookstore Request for Proposals

requirements and the Department of Education. The College currently uses "FA Link" software that ties directly to Ellucian Colleague ERP system. The Contractor must provide similar software system that ties directly to Ellucian Colleague ERP system in order to ensure financial aid funds are spent per the guidelines of the Department of Education at their own expense. The Contractor shall accept vouchers provided by Business and Accounting department using the same type of software such as "FA Link" for student books and materials that utilize grant funds.

The Contractor shall identify and implement a refund and exchange policy. As a minimum, however, textbooks may be returned for a full refund during the schedule adjustment period. Textbooks and all other items may be returned within one (1) week of purchase at all other times. All refunds shall be subject to the Contractor's rules on conditions and receipt documentation, and do not have to be extended to special order sales or close-out merchandise. The Contractor shall identify and implement an end of the semester book buy-back policy.

The Contractor shall conspicuously post the Bookstore's policy concerning refunds, buy-backs and exchanges. The College shall have the right of prior approval for any and all signs, posters or other bookstore advertisement placed on the College's premises.

### **2.6 Discounts**

The Contractor agrees to offer a 10% discount to all College employees.

### **2.7 Merchandise Shipments**

The Contractor shall make all arrangements for delivery, unloading, receiving, shipping, and storing of merchandise. The College will not assume responsibility for receiving or handling these shipments. The College will require the Contractor to recycle in accordance with College procedures.

### **2.8 Products**

The Contractor shall work with the College representative(s) to obtain a list of all textbooks and supplementary materials required for classes and shall arrange for proper stocking of these textbooks and materials. Contractor shall make maximum use of used texts to minimize book costs to students. Contractor shall make available all course texts and other materials as the College's faculty determines. Contractor shall work with and solicit from the College's faculty, information pertaining to textbooks and other course materials.

The Contractor shall ensure a timely acquisition of all required and recommended texts in addition to other academic and /or curriculum requirements (lab

## South Suburban College Bookstore Request for Proposals

requirements, etc.) The Contractor shall maintain a sufficient range and depth of inventory to satisfy reasonable student sales demand. The College shall not assume any liability whatsoever to the Contractor for loss or damage sustained by the Contractor in the event estimates furnished differ from actual demand. The Contractor shall sell College developed course materials required for College courses.

Contractor shall make available for sale all textbooks and required course materials by the first day of classes each semester and summer session, and Contractor shall also make available book lists that it compiles to the College in a timely manner upon request.

Products and services provided by the Contractor may not compete with other College contracts, and all products and services are subject to prior approval of the College. Contractor will not compete with the campus food service contractor by offering food/drink items for sale without the written consent from the authorized agent of the College.

### **2.9 Contractor's Employees**

The Contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them, in sufficient number for the efficient operation of the bookstore for an institution of this size. Personnel policies shall be consistent with all federal, state, and local laws and College directives. Evidence of stated qualifications shall be made available to the College upon request. Employees of the Contractor shall be identifiable by a store logo on his/her clothing or name badge.

The Contractor shall directly employ and supervise all bookstore staff at the College. The Contractor shall have complete authority and responsibility for the staff, including provisions for workers compensation, unemployment, medical coverage and all other benefits and benefit plans. Contractor shall interview current bookstore employees that have an interest being employed by the Contractor.

The Contractor shall be required to conform to all pertinent College regulations concerning parking, safety, security and access, publication standards, design standards, etc. Special exceptions shall be acceptable upon written mutual consent of both parties.

The Contractor shall have the responsibility for resolving complaints of the College community customers. Unresolved complaints shall be referred for resolution to the Vice President of Administration.

## South Suburban College Bookstore Request for Proposals

### 2.10 Facilities/Services Provided by the College

The College will provide the following basic services and fixtures for the bookstore, which shall remain College property:

- electric (lights and outlets)
- data connectivity/Internet service
- phones
- water and sewer
- heating and air conditioning
- building maintenance
- trash removal from the College's designated point
- smoke/heat alarms
- parking passes for bookstore employees
- two security camera monitored by South Suburban College Campus Police
- office equipment, safe, furniture and fixtures, file cabinets, and office machines currently available for Bookstore use.
- current shelving units and display cases.

### 2.11 Facilities/Services Provided by the Contractor

The Contractor will be responsible to provide any additional shelving, furniture, cash registers, credit/debit card terminals, computers, printers, and display fixtures as well as any other furniture or equipment required for the space. Any investment in facilities, furniture, fixtures, equipment, and leasehold improvements made by Contractor under the terms of this agreement shall be solely at Contractor's expense. Any shelving or fixtures permanently affixed to the College property shall be considered College property and shall not be removed at the conclusion of the Agreement.

The Contractor shall provide all fax, messenger, mail service, parcel delivery and freight, janitorial and central warehousing required for the daily operations and upkeep of the bookstore.

The Contractor shall be responsible for the proper collection and removal/disposal of all trash, garbage, shipping containers, boxes, skids, etc., from the interior of the bookstore facility and deposited in the appropriate

## South Suburban College Bookstore Request for Proposals

disposal container, e.g. trash/garbage in dumpsters, cardboard flattened and deposited in cardboard recycling containers, etc.

### 2.12 Security

The Contractor shall be responsible for maintaining security necessary for its space. The Contractor shall report to and cooperate with the College Campus Police, then appropriate local, state or Federal police in the event of a security breach within the bookstore. The College shall not be responsible for any security of the bookstore. The Contractor shall control the distribution of keys to the bookstore space except at least one copy of the key shall be provided to the College's Campus Police.

The Contractor shall notify the Executive Director of Information Technology of any breach of their computer systems immediately upon discovery of such a breach, in order to protect confidential student information and student financial information.

The Contractor will be required to complete a HECVAT survey in order to be in compliance with the Gramm-Leach-Bliley Act to ensure student financial information is secure.

## 3 CONTRACT ADMINISTRATION

### 3.1 College Administrator

Upon award of the contract, the Vice President of Administration will be responsible to interpret all the terms and conditions of the contract and shall judge the performance of the Contractor. He/she will use all powers under the contract to enforce its faithful performance. He/she will determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Vice President of Administration will report any deviations which may be in violation of the contract requirements immediately to the Bookstore Manager. Any modifications to the contract shall be authorized in writing by South Suburban College and issued as a written amendment to the contract.

### 3.2 Bookstore Administrator

The Contractor shall designate one individual who will be responsible for managing and directing the comprehensive bookstore operations. This individual shall serve as the primary liaison with the College in discussing service, issues, and problems. The individual must be empowered with the authority to make

## South Suburban College Bookstore Request for Proposals

decisions, to implement changes and/or to resolve issues with regard to any level or type of service.

### **3.3 Contract Meetings**

All contracting representatives of the College and the Contractor Manager of Bookstore Operations shall meet quarterly to evaluate services. Additional meetings may be necessary. The meeting will focus on comments and provide information that could result in needed changes or improvements. The Contractor's off-site supervisor (e.g. district, regional manager) may be required to attend certain student committee and/or administrative staff meetings as requested by the College administrator.

## **4 FINANCIAL ADMINISTRATION**

The Contractor shall have complete responsibility for the financial administration of the bookstore facilities. Such responsibilities shall include, but not be limited to, ordering books, accepting and depositing all funds, reconciling all accounts, preparing annual financial reports and all other such activities.

### **4.1 Financial Guarantee and Remuneration**

In return for executing a contract that provides the Contractor the right to operate a bookstore on the College's campus, the College will require a direct financial return as a result of the contract. The Contractor must provide a financial remuneration to the College based on increased percentages of escalating gross sales volume. The Contractor must provide an annual minimum financial guarantee over the term of the contract. The term gross sales, as used, is defined as the total receipts from any source. Commissions will be based on gross sales minus sales tax. Payment to the College shall be received by the College no later than the fifteenth (15th) of each month following the service. Payment and a monthly operational statement as well as a breakdown of sales by department (i.e. new books, used books, clothing, supplies, etc.) shall be submitted to the Vice President of Administration, 15800 South State Street, South Holland, Illinois, 60473. Failure to render the payment by the 15th of the month shall result in an interest penalty of 2% of the amount due for the respective monthly commission payment due.

Commissions shall be paid to the College on bookstore sales in the period they are earned and charged, and not on the collection date. The Contractor shall not be reimbursed for commissions paid on uncollected accounts. The annual commission payable shall be the percentage of gross revenues or guaranteed annual minimum, whichever is greater.

## 4.2 Bonding

Each year the contract is in force, the Contractor will be expected to furnish a performance bond in an acceptable form from a bonding or acceptable financial institution in the amount of the guaranteed payment for that year as surety for the faithful performance of this contract.

## 5 PROPOSAL PROCESS

### 5.1 Key Event Dates

Release of RFP	April 5, 2021
Pre-RFP Meeting	April 15, 2021 1:00 PM Board Room
Deadline for Written Questions	April 22, 2021
RFP Proposals Due Date	April 30, 2021 College Bookstore
Contractor Presentations*	
Contract Award*	May 28, 2021

\* The Potential Contractor Presentations and Contract Award are projected dates.

### 5.2 RFP Communication

Each Contractor who intends to participate in this RFP shall provide the College with primary contact information to ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions and answers, etc.) is directed to the appropriate person(s) at the Contractor's organization. Failure to provide a primary contact may result in a communication shortfall, which shall reside with the Contractor and may impact the Contractor's ability to be considered for the contract award.

- Name of primary contact
- Mailing address
- Telephone number(s)
- E-mail address
- Additional contact persons with same information provided as primary contact



## South Suburban College Bookstore Request for Proposals

Contact information should be transmitted via fax or e-mail to:

Martin Lareau  
Vice President of Administration  
South Suburban College  
15800 South State Street  
South Holland, Illinois 60476

Phone: (708) 210-5721

E-mail: mlareau@ssc.edu

All communication with the College regarding this RFP should only be directed to Martin Lareau.

### 5.3 Pre-Proposal Conference

A pre-proposal conference will be held at the South Suburban College, 15800 South State Street, South Holland, Illinois, on April 15, 2021 in the Board Room, 1:00 PM to allow Contractors an opportunity to present questions and obtain clarification relative to any part of this RFP. There will also be a tour of the Bookstore as well as the allocated storage space.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is **mandatory** and a prerequisite to submitting a proposal.
- Contractors are encouraged to submit written questions after the Conference by the date listed in Section 5.1 Key Event Dates.

The College will prepare written responses to all questions submitted and make them available to all Contractors in attendance at the Pre-Proposal Conference. The questions and answers will be made part of the RFP and may become part of the contract with the successful Contractor. Oral answers given at the conference are not binding.

Questions concerning the RFP arising after the pre-proposal conference must be submitted to Martin Lareau, Vice President of Administration. The response(s), if any, will be sent to all Contractors who attend the mandatory pre-proposal conference. All responses will be sent by April 26, 2021.

#### 5.4 Contractor Presentations

All Contractors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee. This is a fact finding and explanation session only and does not include negotiation. South Suburban College will schedule the time and location of these presentations. Oral presentations are an option of the College and may or may not be conducted.

#### 5.5 Proposal Submission and Deadline

Contractor must provide one original and five (5) printed copies of each proposal under a sealed cover. RFP's must be received by 2:00 p.m. on the date specified in Section 5.1 to be considered. Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or email are not acceptable.

Proposals should be mailed/delivered to:

**Mailing Address:**

South Suburban College  
Martin Lareau  
Vice-President of Administration  
15800 South State Street  
South Holland, Illinois 60476

**Delivery Address:**

South Suburban College Bookstore  
C/O Martin Lareau  
Vice-President of Administration  
15800 South State Street  
South Holland, Illinois 60476

The College reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal received. The College reserves the right to an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process. Further, the College reserves the right to negotiate the final details of the Contract with the successful Contractor. However, the terms and conditions of this RFP and the response to the RFP shall be incorporated by reference in the final Contract.

## South Suburban College Bookstore Request for Proposals

South Suburban College does not discriminate in admission, access, or treatment in programs and activities or employment policies or practices on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, disability, age, medical condition, ancestry, marital status, citizenship or sexual orientation. Restrictions on Communications with College Staff

From the issue date of this RFP until a Contractor is selected and a contract award is made, Contractors are not allowed to communicate about the subject of the RFP with any College administrator, faculty, or staff member with the exception of the Vice President of Administration or Vice President of Administration Executive Assistant.

If violation of this provision occurs, the College reserves the right to reject the Contractor's proposal.

### 5.6 Rules for Withdrawal

Any proposal may be withdrawn prior to the scheduled due date/time listed in Section 5.1. Any proposal received after the time and date specified will not be opened.

## 6 PROPOSAL FORMAT AND CONTENT

### 6.1 RFP Response

In order to be considered for selection, Contractors must submit a complete response to this RFP. Hard copies of one (1) original and (5) copies of each proposal must be submitted to South Suburban College. Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. No other distribution of the proposal shall be made by the Contractor. Since the submissions are accepted as proposals, there will be no formal opening.

### 6.2 Proposal Preparation:

Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Proposals that are substantially incomplete or lack key information may be rejected by the College. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

## South Suburban College Bookstore Request for Proposals

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of contents.

### **6.3 Freedom of Information Act**

Contractor shall give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the College under the Freedom of Information Act. In all matters, the College presumes that information is subject to disclosure and shall not be responsible for any costs associated with a request to limit such disclosure.

### **6.4 Specific Proposal Requirements**

Proposals should be as thorough and detailed as possible so that the College may properly evaluate the Contractor's capabilities to provide the required goods/services. Contractors are required to submit the following items as a complete proposal:

### **6.5 Bid/Proposal Affidavit**

Bid/Proposal Affidavit completed and signed.

### **6.6 Transmittal Letter**

The Transmittal letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Contractor. It shall include:

- a. A statement of confirmation that the Contractor has received all addenda, written questions and answers, and clarifications issued by the College for the RFP
- b. A statement that the Contractor's proposal shall remain valid for four (4) months after the closing date of the receipt of the proposal.
- c. A statement that identifies Confidential Information.

### **6.7 Contractor Qualifications**

Contractor shall describe and offer evidence of the ability to meet each of the qualifications listed below.

- a. Provide a brief company history and description of growth over the past five years.

## South Suburban College Bookstore Request for Proposals

- b. Describe the qualities that differentiate the Contractor's company from its competitors.
- c. Provide information on duration and experience of managing bookstore operations at institutions of higher education, particularly at the community college level and comparable institutions of higher education. Include locations, hours of operation, number of staff, etc.
- d. Provide a list of not less than four (4) institutions and their gross sales, with the name, title and phone numbers of the contract administrator of each collegiate bookstore
- e. Provide a list of all institutions where service has been discontinued during the last three (3) years. Include the reason for discontinuance and the name and telephone number of the liaison person at those institutions.

### **6.8 Financial Reporting**

- a. Provide the Annual Financial Reporting for the most recent accounting period.
- b. Provide the Contractor's credit rating. Contractor must have an acceptable credit rating.

### **6.9 Financial Proposal**

The Contractor must provide a financial remuneration to the College based on increased percentages of gross sales volume. The Contractor must provide an annual escalating minimum financial guarantee over the term of the contract. The term gross sales as used, is defined as the total receipts from any source less applicable sales tax.

- a. Provide an annual escalating minimum financial guarantee over the term of the contract.
- b. Provide percentage of remuneration based on increased percentages. The first level shall be for sales up to \$1 million; the second level shall be for sales over \$1 million up to \$2 million; the third level shall be for sales beyond \$2 million.

### **6.10 Bookstore Operations**

- a. Indicate how the Contractor intends to promote bookstore services and disseminate information to the College community. Include methodology and policies for ensuring bookstore operations are continually

## South Suburban College Bookstore Request for Proposals

representative of the diverse and changing needs of the College community.

- b. Narrative description of the services, programs, etc., offered to meet the requirements and objectives stated in this RFP as well as achieve a successful bookstore operation. Identify and/or provide a description of operations, sales, services, dissemination of information, refund policies, buyback, other applicable policies and proposed days and hours of operation.
- c. Proposed pricing for books, new and used, methodology for developing the ordering, pricing structures and refund policies; determination for need for price increases/decreases, and implementing pricing changes.

### 6.11 Human Resources

- a. Proposed staffing plan(s) for full and part time employees, supervisors and managers, including training sessions.
- b. Submit basic employee policies and procedures.
- c. The Contractor employees who are on present on College property shall also be bound by the provisions of the RFP. The Contractor employees are solely employee of the Contractor and have no accrued or expected employment or benefit rights through the College. All contractor employees are subject to satisfactory background checks. The Contractor shall ensure that such background investigations are completed and that the results are provided to the Vice President of Administration at the College prior to any Contractor employee being present on College property. The College may, in its sole discretion, determine that the findings of a background investigation preclude a Contractor employee from being present on College property

### 6.12 Transition Plan

Submit a plan to transition to the College's bookstore Contractor with an award date of May 28, 2021 and a proposed "open for business" date.

### 6.13 Exceptions to RFP

Include any exceptions to the Contract terms presented in this document. It will be assumed that the Contractor accepts all terms presented unless the exceptions are clearly stated in the proposal response. The College reserves the right the reject any proposed exceptions. All exceptions must be presented with reference to the exact item and page numbers within the RFP.

## **7 EVALUATION AND AWARD CRITERIA**

### **7.1 Evaluation**

Proposals shall be evaluated by South Suburban College using the following criteria:

- a. Proposed commission
- b. Qualifications and experience of Contractor in providing these services
- c. Operations management, sales strategies, pricing and buyback plans, etc.
- d. References from other clients

### **7.2 Award of Contract**

Selection shall be made of one or more Contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Negotiations shall be conducted with the Contractor(s) so selected. Price shall be considered, but not be the sole determining factor. After negotiations have been conducted with each Contractor so selected, South Suburban College shall, at its sole discretion, select the Contractor who, in its opinion, has made the best proposal, and shall award the contract to that Contractor. Only proposals from financially responsible organizations, as determined by the College, presently engaged in the provision of college and university bookstore services shall be considered.

The successful Contractor agrees to enter into a contract with the College. The award document will be a contract incorporating by reference all the requirements, terms and conditions, of the solicitation and the Contractor's proposal as negotiated. The award of a contract will be made by a recommendation of the Vice President of Administration after evaluation of proposals. The recommendation must be approved by the President of the College and the Board of Trustees.

## **8 SPECIAL TERMS AND CONDITIONS**

### **8.1 Cancellation of the RFP**

The College may cancel this RFP, in whole or in part, or may reject all proposals submitted in response whenever this action is determined to be in the College's best interests. The College may waive any conditions in the best interest of the College.

## 8.2 Indemnification

Contractor agrees to indemnify, defend and hold harmless South Suburban College, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

## 8.3 Insurance

A Certificate of Insurance will be required prior to the issuance of a Contract, providing for the following minimum coverage's and **naming South Suburban College as an additional insured:**

**General Liability** insurance shall be comprehensive on occurrence form, and shall include:

1. Premises and Operations
2. Independent Contractors
3. Products and Completed Operations
4. Broad Form Property Damage
5. Contractual
6. Personal Injury
7. Explosion, Collapse and Underground Damage (if applicable)
8. Owned, Non-owned and Hired Motor Vehicles

**If the General Liability Coverage's are provided by a Commercial Liability Policy, the:**

1. General Aggregate shall be not less than \$2,000,000, and it shall apply, in total, to this project only.
2. Fire Damage Limit shall be not less than \$300,000 on any one fire.
3. Medical Expense Limit shall be not less than \$15,000 on any one person.

**Workers Compensation:**

- |                          |           |
|--------------------------|-----------|
| 1. State:                | Statutory |
| 2. Applicable Federal:   | Statutory |
| 3. Employer's Liability: | \$500,000 |



## South Suburban College Bookstore Request for Proposals

### **Commercial General Liability:**

1. General Liability:  
\$2,000,000 Each Occurrence  
\$5,000,000 Aggregate
2. Products and Completed Operations:  
\$2,000,000 Each Occurrence  
\$5,000,000 Aggregate
3. Personal and Advertising Injury Limit:  
\$2,000,000 Each Occurrence
4. Include liability arising from the Illinois Structural Work Law (Scaffolding Act)

### **Commercial Automobile Liability:**

1. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage aggregate limit.

### **Excess Umbrella Liability Coverage**

1. \$2,000,000 excess of all of the primary liability coverage shown above.

## **8.4 Offer Acceptance Period**

Any offer in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 days the offer may be withdrawn at the written request of the Contractor. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

## **8.5 Cancellation of Contract**

The College reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders/contractual requirements issued prior to the effective date of cancellation.

In the event that there is a breach of this agreement by Contractor, the College may upon first providing the Contractor thirty (30) days written notice of the breach, terminate the Agreement if the Contractor has not cured the breach within twenty (20) days of the date of any such notice.

## **8.6 Audit**

The Contractor hereby agrees to retain all books records and other documents relative to this contract for five (5) years after final payment or until audited by

## South Suburban College Bookstore Request for Proposals

the College, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said audit.

### **8.7 Renewal of Contract**

This Contract may be renewed by the College upon written agreement by both parties for a successive five year period, under the terms of the current contract, and at a reasonable time (approximately 120 days) prior to the expiration.

### **8.8 Work Site Damages**

Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the College's satisfaction at the Contractor's expense.

## South Suburban College Bookstore Request for Proposals

### RFP AFFIDAVIT

This sheet must be completed, signed, and returned with Bidder's proposal. Failure to sign **and return this sheet will result in the rejection of your proposal.**

1. By signature hereon, Bidder offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Bidder certifies that all statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.
3. By signature hereon, Bidder states and affirms that neither the individual signing this document nor any agents of the company nor any other party acting on the company's behalf have paid or agreed to pay directly or indirectly any person, firm, or corporation any money or valuable consideration for assistance in securing this contract. Bidder further agrees that no such money or reward will be paid hereafter.
4. By signature hereon, Bidder certifies that the company is not barred from bidding on this project as a result of a violation for either bid-rigging or bid-rotating under Section 720 ILCS/33 - 11E.
5. By signature hereon, Bidder certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any Contract that may result from the submission of this proposal.
6. By signature hereon, Bidder selected for an award, shall be deemed to have agreed to and accepted all terms and conditions set forth in this RFP.

*Submitted by:*

Company name: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name/title: \_\_\_\_\_

Date: \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_