

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Request For Proposal No. C-16

Bookstore Services, Chabot College

**Proposals Due:
April 12, 2016 by 4:00 P.M.**



**Purchasing and Warehouse Services Department
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568**

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CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

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Request for Proposal (RFP) No. C-16 Bookstore Services, Chabot College

I. INTRODUCTION

The Chabot-Las Positas Community College District (hereinafter “District”) is seeking proposals from highly-qualified companies interested in providing all management, systems, labor, and materials complete and necessary to successfully operate the Chabot College Bookstore in accordance with a contract created as a result of this Request for Proposal (RFP) process. The District will require a contract to be substantially the same as the requirements presented herein. (See Section V) The Scope of Work for any contract resulting from this RFP shall contain, at minimum, all current best practices of the industry and commitment by the contractor to deploy the latest hardware and software technology.

II. CHABOT COLLEGE

Chabot College was founded in 1963. Chabot College is a learning-centered institution with a culture of thoughtfulness and academic excellence committed to creating a vibrant community of life-long learners.

Chabot College is a public comprehensive community college that prepares students to succeed in their education, progress in the workplace, and engage in the civic and cultural life of the global community. The college furthers student learning and responds to the educational needs of our local population and economy. The college serves as an educational leader, contributing its resources to the intellectual, cultural, physical, and economic vitality of the region. Recognizing that learning is a life-long journey, the college provides opportunities for the intellectual enrichment and physical well-being of all community members who can benefit. Each semester, Chabot College has approximately 11,315 full-time equivalent students on campus. There are approximately 1,000 faculty and staff on campus.

III. CHABOT COLLEGE BOOKSTORE

The Bookstore is located on the Chabot College campus and is operated as a service to Chabot College by authorization of the Board of Trustees of the Chabot-Las Positas Community College District.

Hours of Operation: Fall and Spring Term (Normal Schedule)

Monday through Thursday: 7:45 a.m. - 7:30 p.m.

Friday: 7:45 a.m. - 3:00 p.m.

(Hours subject to change during the summer, holidays, and the first few weeks of semester). During the first two weeks of each semester, the Bookstore will be open on Saturdays. Hours must be pre-approved by the College’s Vice President of Administrative Services College Representative.

IV. INSTRUCTIONS TO BIDDERS

1. Location of Work

Services will be provided in Building 3800 at Chabot College campus located at 25555 Hesperian Boulevard, Hayward, CA 94545. The District and College maintain websites as follows:

www.clpccd.org

www.chabotcollege.edu

2. Proposal Deadline

One (1) original and a CD or USB Memory Stick of the entire proposal, including any supporting documentation, must be provided and **received by the close of business, Tuesday, April 12, 2016**, at which time and place will be recorded. Faxed proposals or proposals sent via electronic mail will not be accepted. Failure to meet the deadline will result in disqualification of the proposal without review. All proposals shall be submitted in sealed envelopes or boxes clearly marked on the outside: **“Proposal for Bookstore Services at Chabot College, RFP No. C-16.**

Send proposals to:

Manager, Purchasing & Warehouse Services
Chabot - Las Positas Community College District
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568

All Proposers will be notified, in writing, of the results of the evaluation process.

3. Questions Regarding Proposals

Submit all questions regarding the RFP in writing to:

vlamica@clpccd.org or

Victoria L. Lamica, Manager, Purchasing and Warehouse Services
Chabot -Las Positas Community College District
7600 Dublin Blvd., 3rd Floor
Dublin, California 94568

Questions or clarifications requested by Respondents will be considered by the District only if submitted in writing to the Manager by electronic mail to vlamica@clpccd.org or by fax (925) 485-5253.

The last day for submission of questions is **Friday, April 1, 2016**. All questions will be responded to in writing on or before **April 8, 2016**. To

ensure each Proposer receives equal information in preparing their proposal, Proposers are prohibited from directly contacting other District employees during the pre-submission process. No oral interpretations, clarifications or modification to the RFP documents are authorized on behalf of the District and Proposers shall not rely on such interpretations, clarifications, or modifications in preparing their proposals.

4. **No District Obligation to Contract**

Receipt of proposals in response to this RFP does not obligate the District in any way. The right to accept or reject any proposal shall be exercised solely by the District. The District shall retain the right to abandon the RFP process at any time prior to the actual execution of a contract with a vendor, and the District shall bear no financial or other responsibility in the event of such abandonment.

5. **Federal Regulations**

Chabot-Las Positas Community College District purchasing and contracting is conducted in accordance with all applicable Federal Regulations including, but not limited to, the debarment and suspension of contractors cause and attachment O – Circular A-110.

6. **Proposer's Financial Condition – Responsible Proposal**

Prior to any contract being issued a Proposer must demonstrate to the District's satisfaction that its company is financially sound. Proposers should prepare to submit proof of financial profitability and stability such as their most recent audited financial statements upon request during the evaluation period. If a Proposer is not a public corporation, it too should prepare to submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements.

7. **Authorized Signature**

Proposal must be signed by an individual with legal authorization to contract on behalf of the proposing entity.

8. **Proposal Validity Period**

The proposal must remain valid for at least three (3) months after submission.

9. **Proposal Format**

IT IS MANDATORY that the proposal format be followed exactly and completely as instructed here. Proposers are REQUIRED to organize responses into the following sections:

Section 1: Executive Summary: Summarize overall service performance and how the Proposer's organization and its proposed solution(s) can best meet the current and future bookstore services needs at Chabot College. Include in this Executive Summary a discussion of the advantages and advances you

would bring to the college's bookstore operations as demonstrated in your response to the RFP.

Section 2: Company Information: Provide (1) the complete legal business name, address, telephone number, and name(s) of officer(s) authorized to legally bind the company. The proposal must be executed by a fully authorized official; (2) A detailed listing of the company resources, including personnel available, to implement your proposed solution(s); (3) A detailed description of the company's corporate or other organizational structure; (4) A chronological history of the operation of the company during the past five (5) years, including major bookstore services customer accounts, the size of the accounts, and other descriptive information.

Section 3: Proposal/Solution(s): Describe in detail how your firm will address the Chabot College's Bookstore Services program needs as outlined in this RFP. All Proposers shall provide in this section the following information and documents with their proposal: (1) Respond to all of the RFP requirements; (2) A description of the retail items that may be sold to targeted customers with a) inexpensive b) moderate c) expensive budgets; (3) Describe the types of retail sales process for items that would be available including several samples of regular and specialty items that might be offered; (4) A description of your standards of Customer Service; (5) Provide examples through case studies, training manuals, or other documentation that demonstrates your firm's commitment to: cleanliness; organization; product presentation; employee training; management effectiveness; sales increases; measured performance reporting; measured marketing/advertising results; and (6) A description and list all major equipment items that your firm will provide and install, at no cost to the District, as a part of the Bookstore Services Contract.

Section 4: Computer Interface: The District seeks to leverage the industry's latest hardware and software technology to the greatest extent in systematizing and managing bookstore operations. Describe the highlights of your firm's plans to implement the industry's best hardware and software technology. The District operates the Banner Financial Management software application. The system of integrated modules is used District wide. Describe your firm's experience in operating other Bookstore Services Contracts with a successful interface between your firm's computer system and Ellucian Higher Education Banner 8.6.4 Finance software. The Banner system operated by the District is furnished by Ellucian Higher Education of Fairfax, VA <http://www.ellucian.com>. Alternatively, without the experience of having existing clients with a Banner interface, describe your firm's willingness and ability to develop this as part of the services you may provide to Chabot College.

Section 5: Course Packs/Custom Anthologies: Provide a description of your firm's ability to provide faculty with fast, easy and risk free course materials tailored specifically to their courses. Describe your firm's expertise and

experience in the area of obtaining copyright clearances to protect from copyright infringement. Describe your firm's expertise and experience in reproducing, binding, and delivering course packs quickly and accurately. Describe savings for students. The Contract may include the exclusive right to produce and sell custom anthologies and course packs at Chabot College.

Section 6: Client References: All proposers shall include references from at least two (2) Bookstore Services operations that it has successfully operated that are similarly sized Community Colleges. References from University, commercial or other public agency accounts may be submitted in addition to the two (2) required. Reference information shall include written letters of recommendation from the company or agency executives, administrators and/or managers responsible for the administration of the Bookstore Services program, the names and telephone numbers of contact individuals, and the location addresses must also be included in your submittal.

Section 7: Investment Proposal: Provide a complete Investment Proposal. All proposed pricing must include an annual commission unrelated to sales and an annual commission based on a percent of sales. What commission percentage of total gross sales, less sales tax, do you guarantee to pay to the District on a monthly basis during each year of the contract period? What annual minimum guaranteed commission do you propose to pay the District during each year of the contract period is a capital improvement investment or naming opportunity consistent with the college's facilities/education plan? Are there other revenue sources/opportunities?

Section 8: Contract Acceptance: Respond or comment as necessary and in sequential order to the various contract clauses contained in Section V, District Requirements. Set forth in full or in writing, any alterations, exceptions, and/or new clauses.

Section 9: Drug-Free Workplace Certificate. Attachment A

Section 10: Non-Collusion Affidavit. Attachment B

Section 11: Other Information: In this section, include any additional relevant information that may be helpful in evaluating your proposal.

10. **Oral Presentations**

Upon receipt of proposals in response to this RFP and the District's subsequent review of such, the District, at its sole discretion, may invite one or more Proposers to make an oral presentation to the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the Bookstore Services Program proposed. The Committee may inquire about Proposer's past and current Bookstore Services programs.

11. **Site Visits**

The selection committee may elect to visit one or more Bookstore Services program sites operated by one or more Proposers to evaluate the quality and comprehensiveness of their services as a CONTRACTOR.

12. **Evaluation of Proposals**

A selection committee will evaluate the proposals. The following categories will provide the basis for the evaluations:

- a) Compliance with RFP guidelines and overall acceptance of District Requirements.
- b) Comprehensiveness of the written proposal and the oral presentation, if required, in addressing this RFP and the other reference materials presented by Proposer.
- c) Proposer's demonstrated experience in and reputation for, managing similar sized Bookstore Services Programs in a community college.
- d) Proposer's proven ability to implement best practices and assessment of the advantages and advances offered to the college in the proposal.
- e) Proposer's resources in terms of qualified personnel, knowledge, skill and experiences in addressing the College's needs as detailed in this RFP and other college-provided documentation.
- f) Proposer's best fit as demonstrated in the presentation/interview session.
- g) A complete financial proposal demonstrating in response to this RFP, the financial potential to operate the full scope of services while enhancing returns to Chabot College on a year to year basis.
- h) The physical improving of the College's Bookstore and facilities.
- i) Results of inspection and evaluation visits by District staff of other Bookstore Services programs operated by the CONTRACTOR, should they occur.

13. **The District Not Responsible for Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of the proposal response to this RFP, including, but not limited to, the Proposer's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation because of termination of the contract resulting from this RFP.

14. **Right to Use Ideas**

All proposals submitted become the property of the District. The District reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Proposer. Any proprietary information submitted must be clearly marked as such. Selection or rejection of the proposal shall not affect this right.

15. **Contract Negotiations**

Upon preliminary selection, contract negotiations shall commence. Concurrent negotiations with two (2) or more proposals may be used. If any Proposer fails to provide the necessary information for negotiations in a timely manner, does not negotiate in good faith, cannot provide sound financial performance, or otherwise cannot perform the services, the District may elect to terminate negotiations, negotiate with other Proposers, or extend or terminate the entire request for proposal process. The District reserves the right to award any contract resulting from this RFP to any responsive and qualified proposer providing a proposal in response of this RFP with such determination to be made by the District at its sole discretion. The District also reserves the right to waive any minor irregularities in the request for proposal process.

16. **Contract Term**

The original term of this contract shall be for a period of five (5) years from the date of execution of contract documents. The District has chosen the five (5) year term to use the maximum period allowed by law so as to provide a favorable condition for return on investment by the CONTRACTOR. The District shall have the right to award a contract which contains Monthly Commission Rate/Annual Guaranteed Commission, scholarships, capital improvement, tenant improvement, naming rights acquisition and other monetary amounts that are mutually agreeable to the District and CONTRACTOR. The total length of the contract, in any case, will not exceed five (5) years.

17. **Contract Approval**

This RFP does not obligate the District until the execution of a written contract in a form approved by the District at its sole discretion. Upon approval of a contract, the Contract is effective from the date approved by the District's governing board. The District shall not be responsible for work done, even in good faith, before approval of the Contract by the District.

18. **RFP Inclusion in Contract**

The District's Request for Proposal, any district-generated RFP addenda, and the Proposer's response will be incorporated into the finalized Contract as Exhibits. Wherever there is variance between the language in Proposer's standard contract terms and conditions and the requirements and commitments stated in the District's RFP and Proposer's response, those requirements and commitments set forth in the District's RFP and Proposer's response will take precedence over the Proposer's standard contract terms and conditions.

19. **Bookstore Business Volume** – Chabot College Bookstore has more than three point five (3.5) million dollars in gross sales each year.

V. DISTRICT REQUIREMENTS

THIS AGREEMENT, executed this _____ day of _____ by and between the BOARD OF TRUSTEES OF CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a body corporate of the State of California, for Chabot College hereinafter referred to as “Chabot College”, and _____, a body corporate of the State of _____, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, the DISTRICT is desirous of granting to CONTRACTOR the right to operate the Chabot College Bookstore, under the Terms and Conditions hereinafter set forth and,

WHEREAS, CONTRACTOR is desirous of operating said Chabot College Bookstore under the Terms and Conditions hereinafter set forth,

NOW, THEREFORE, in furtherance of the above stated purpose and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1) Term of Contract

The effective date of this Contract shall be upon signing, and shall terminate after a five (5) year period.

2) Termination of Contract

- a) Either party may terminate this Contract with or without cause upon one hundred twenty (120) days prior written notice.
- b) In the event of termination or expiration of this Contract, Chabot College shall purchase, or cause to be purchased, CONTRACTOR’s Chabot College Bookstore inventory on hand. The purchase of all adopted course materials including, but not limited to, new text books, used books, trade reference and technical books, and other general merchandise under one (1) year old shall be at CONTRACTOR’s documented cost (less depreciation). All other merchandise shall be purchased at current wholesale value or other mutually agreeable price.

3) Bookstore Name

The name of the bookstore shall be and remain “***Chabot College Bookstore***”. Signs for identification and hours of operation will be posted at the entrance of the store. All signs and signage will be provided by

CONTRACTOR. All signs and signage will be consistent with the College's signage standards and must be approved in advance by the College representative.

4) Exclusivity

- a) Chabot College will grant CONTRACTOR the exclusive right to buy and sell all:
- Textbooks
 - Workbooks
 - Fictional books
 - Magazines
 - General reference books
 - Paperback books
 - School supplies
 - Clothing with Chabot College logo
 - Jewelry
 - Novelties
 - Toilet articles
 - Stationery
 - Greeting Cards and Gifts
 - Sundry items
 - Over-the counter medicine
 - Class rings
 - Graduation regalia for sale / rent
 - Postage stamps
 - Diploma Plaques
 - Computer supplies (disks, etc.)
 - Computer software
 - Electronics
 - Other merchandise ordinarily sold in a for-profit college bookstore
- b) If CONTRACTOR chooses to sell US postage stamps, they shall be sold at face value.
- c) CONTRACTOR shall have the exclusive right to buy, sell, and distribute the foregoing merchandise (including the right to select vendors) free from any alternate source licensed, endorsed, or otherwise approved or supported by Chabot College, on Chabot College campus, by catalog or through electronic commerce, including hyperlinks to alternate sources. CONTRACTOR shall maintain all 1st quality/high quality merchandise.
- d) Chabot College reserves the right to pre-approve all products sold on campus.
- e) Nothing in this contract shall prevent Chabot College Foundation, non-profit student or athletic fund raisers from selling merchandise which is also available from CONTRACTOR.
- f) Chabot College and CONTRACTOR may negotiate additional bookstore-related services as needed during the term of this contract.
- g) CONTRACTOR agrees that it will not in any manner use the credit or the name of Chabot College in connection with its business or affairs without prior written consent of the College Representative.
- h) CONTRACTOR will not sublease or assign, either in whole or in part, any portion of the structure(s) provided. The DISTRICT retains the right to inspect all areas of the Bookstore, and CONTRACTOR agrees to permit inspection at any reasonable time by the DISTRICT representative or designee.

5) Exceptions to Exclusivity

- a) The contract will grant exclusive rights to all bookstore service requirements of Chabot College, with the exception that Chabot College may purchase any Athletic Department apparel or uniforms including items for resale, and Chabot College may purchase directly from publishers any required booklets, etc., for self-supporting or non-credit programs where normally the cost of the trade/reference book is included in the tuition of the class.
- b) CONTRACTOR will be offered a first right of refusal on such trade reference books. If CONTRACTOR, after adding its gross margin, cannot be competitive to Chabot College's cost, Chabot College will exercise its right to directly purchase and distribute said books.
- c) CONTRACTOR agrees that Chabot College may allow its students to periodically set up an organized "book fair/book swap" program, (i.e.; an organized effort where students set up manned or unmanned tables to swap books.)

6) DISTRICT Logos

CONTRACTOR shall have the non-exclusive right to use the Chabot College seal and logo on store signage and collateral materials, the store Internet site, and on stationery, graduation announcements, soft goods including clothing, umbrellas, cups, clothing, binders, pens, pencils, decals, and other items which are manufactured to be sold by the Bookstore.

7) Restrictions

Chabot College may forbid both the display and sale of any objectionable item(s). The following items ***may not be displayed or sold*** in the Chabot College Bookstore:

- a) Other Contractual obligations
- b) Food (Except snack foods, such as candy bars. Chabot College has separately contracted with a food service provider who has sales rights to foodstuffs on campus).
- c) Cigarettes and other tobacco products
- d) Liquor
- e) Gambling items
- f) Sexually explicit materials

8) Revenue to Chabot College

- a) Revenue shall be derived based on all sales to faculty, staff, students, or others.

- b) At a minimum, the following amounts shall be paid to Chabot College as revenue as follows:

1.	Guaranteed Annual Minimum: Sufficient to cover direct costs; labor (including total benefits) and occupancy.	
2.	Percent Commission to Chabot College from Gross Revenue over \$2,000,000 annually:	10%

- c) Payment for the previous month shall be made within 15 days of the end of the following month to:

Chabot-Las Positas Community College District
 Chabot College, Vice President of Administrative Services
 25555 Hesperian Boulevard
 Hayward, California 94545

Included with the payment should be a full report of the Bookstore's monthly sales and gross revenue for the preceding period. CONTRACTOR will maintain records on the premises of the Bookstore so that Chabot College may determine the accuracy of the reports and provide other reporting - ad hoc at the request of the DISTRICT representatives.

- d) The term “gross revenue” shall be defined to be all revenue received from the gross sales of all merchandise sold in the Chabot College bookstore, or the store’s World Wide Web page less refunds. Subject to negotiations during the RFP process, it may not include:
1. Computer hardware
 2. Academically discounted software sales
 3. Commissions earned from rings or graduation regalia
 4. CONTRACTOR-funded scholarship sales
 5. Sales at the faculty and staff discount described above, or,
 6. Any amounts added to the selling price due to:
 - i. Sales tax
 - ii. Excise tax
 - iii. Any other taxes
 - iv. Merchandise transferred to other stores
- e) Capital investment consistent with Chabot College facilities/education plan.
- f) Other Revenue to be provided which may be proposed during the RFP.

9) Scholarships and Public Related Service Events

CONTRACTOR shall contribute the following annual scholarships to Chabot College's students or Foundation:

- a) \$5,000 or more annually in textbooks and or student scholarships
- b) \$5,000 or more annually in a general scholarship to the Chabot College Foundation
- c) CONTRACTOR shall, for each contract year, provide \$5,000 or more in cash, made available to the College Office of the President, for public related service events. Such events may include graduation, student/staff caps and gowns, opening of term faculty meetings, faculty receptions, and for various Chabot College events.
- d) Advertising and Community Relations
- e) One-time contribution and/or donation
- f) Future Naming Rights
- g) Other contributions and/or donations as may be proposed during the RFP.

10) Technology / Point of Sale System

- a) CONTRACTOR shall implement the latest electronic and technological innovations for students and other customers to order books, supplies, and gift items.
- b) CONTRACTOR will provide a high quality, interactive website to include a secure server for the purchase of books and merchandise electronically. CONTRACTOR will further develop the merchandising program through the website.
- c) A Point of Sale (POS) electronic scanning system will be required to be used at the Chabot College bookstore location.
- d) A proven, leading edge POS system for the bookstore will enable all registers to act as full service workstations to deliver efficient services and capture necessary data. Specifically, the POS registers will be able to process all sales, accept credit and debit card transactions, and process a wide array of financial aid/in-house credit card payments. The POS software package shall tie together information captured at the register with the backroom functions to provide managers with up to the minute visibility of store operations including inventory, accounts receivable trade book ordering/availability, general merchandise, and other relevant management functions and reports such as sales trend reporting and others as mutually agreed upon.
- e) CONTRACTOR shall pay all applicable local, state and federal taxes, in force or enacted. The DISTRICT shall not be responsible for any debts or deficits incurred by CONTRACTOR. Prices to be charged for goods and services are to be determined by CONTRACTOR, but the DISTRICT has the right to request review and the reconsideration of prices judged to be excessive and CONTRACTOR agrees to disclose actual cost of any item(s) reviewed.

- f) CONTRACTOR shall at no charge, handle various types of student vouchers and or debit cards. CONTRACTOR shall also provide for the special handling, tracking, and paperwork in order to accommodate these students.

11) Record Accounting / Keeping Practices

- a) CONTRACTOR shall maintain records of all sales, collections and inventories from Chabot College operations, including Internet sales and other records as mutually agreed upon. All record keeping and accounting practices shall be in sufficient detail requirements applicable to a California Community College and be consistent with best practices of the college bookstore industry and be in compliance with all Federal and State laws and regulations, GAAP financial recordkeeping reporting.
- b) CONTRACTOR shall provide audited financial statements for the CONTRACTOR Corporation prepared by an independent Certified Public Accounting (CPA) firm on an annual basis within sixty (60) days following the end of CONTRACTOR's fiscal year. Additionally, CONTRACTOR will provide self-certified financial statements for the operations of the Chabot College Bookstore within thirty (30) days following the end of the Chabot College fiscal year. CONTRACTOR and its CPA shall conduct random audits of the bookstore on a regular basis and report results to Chabot College representatives.
- c) Records and reports shall be provided by text title when requested by Chabot College.
- d) Interface with Chabot College Banner Financial Management System.

12) Access and Audits

- a) CONTRACTOR agrees to permit Chabot College's or the State of California auditors, authorized representative, or agents to examine, inspect, and have access to the books, records, papers, equipment, and facilities, at all reasonable and proper times with respect in order to assure that each of the provisions of this Contract is being performed in a manner satisfactory to Chabot College.
- b) CONTRACTOR shall maintain adequate records for at least two (2) years after completion of this contract. Chabot College shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at Chabot College's cost upon five (5) days written notice.
- c) Chabot College's/State's auditor(s) may, including but not limited to, need access to the following documents during an audit:
 - 1. Sales Receipts
 - 2. Cancelled checks
 - 3. Deposit slips
 - 4. Insurance documents
- d) The above listed records may be kept on CONTRACTOR's campus premises, and be made available at that location.

13) Credit / Debit Cards and ATM

CONTRACTOR shall accept credit cards (including but not limit to Master Card, VISA, American Express and Discover), and will pay all merchant charges associated with acceptance of these credit cards. In addition, contractor will accept debit cards, and personal checks for the amount of purchase at the bookstore subject to appropriate ID. CONTRACTOR shall also accept checks and bank debit cards for up to \$20 over the purchase amount at no charge. CONTRACTOR shall also provide an ATM machine at bookstore. CONTRACTOR shall ensure the machine is in good working order and “stocked” with sufficient funds. CONTRACTOR shall provide for charge sales to Chabot College on its own account and CONTRACTOR shall provide a statement payable in N/30 days.

14) Bad Checks

Chabot College will not be responsible for pursuing the collection of monies due from students as a result of bad checks and charges.

15) Refund Policy – General Merchandise

CONTRACTOR shall identify and implement a refund and exchange policy for general merchandise, which must have the prior approval of Chabot College’s representative. Chabot College Bookstore will issue full purchase price refunds for textbook and course-related supply returns under the following conditions:

- a) Textbooks and course-related supplies may be returned for any reason for seven (7) days from the first day of classes of any term for a full refund.
- b) Students who drop their class prior to the NGR (No Grade of Record) deadline may return their books for a full refund, anytime prior to the close of business, on the next business day following the NGR drop date. Proof of an NGR drop in the form of an Admissions & Records class schedule printout or Class-Web printout is required.
- c) Books for Late Start, Fast Track, and summer semester classes may be returned for a full refund for seven (7) days from the start of the class.
- d) All books and course-related supplies must be returned in original condition. Items sold in shrink-wrap must be returned unopened to receive a full refund. In limited situations, at the discretion of the management, a used book refund may be available for shrink-wrapped items that have been opened.
- e) The customer must have the original register receipt to receive a refund. Purchases made on a credit card must be refunded to the same credit card, and the customer must have the card with them at the time of the return. In some situations (at the discretion of the management) where the customer has lost a receipt or the credit card account is no longer active, a Chabot College Bookstore Gift Card may be issued to the customer for the amount of the refund in lieu of cash or credit card refund.

16) Advertising Materials

Chabot College shall have the right of prior approval of all signs, posters, ad copy, or other Bookstore advertising materials or advertisements placed on Chabot College premises, or in publications, or otherwise placed by CONTRACTOR.

17) Marketing Plan

CONTRACTOR will provide Chabot College with a formal, detailed marketing plan on or before July 30, 2016, and on or before December 1, of each contract year when the plan shall be updated. The marketing plan shall address each item currently for sale in the bookstore and any new items proposed by CONTRACTOR. Such plans shall target year-to-year result of increasing sales.

18) Promotions

As an important part of the merchandising program, CONTRACTOR will offer major theme promotions and events throughout the school year. These promotions include offering high quality books and merchandise for sale to the Chabot College community at significant savings.

CONTRACTOR will work closely with Chabot College, the Chabot College Foundation, various community groups on campus, and alumni groups affiliated with Chabot College. The goal will be the development of various promotional programs designed to stimulate the continued support of Chabot College through the sale of emblematic clothing, and other high-quality books and merchandise. Promotions and events shall be planned in collaboration with the Chabot College representative.

19) Customer Service

Chabot College's goal for this contract is to provide **extraordinary customer service** to its students. CONTRACTOR shall adopt this same philosophy and have a sincere interest in service with pride. Additionally the Bookstore staff should be sensitive and responsive to the needs of both students and faculty, and be compatible with the educational and cultural objectives and atmosphere of Chabot College.

20) Merchandise Delivery / Shipments

- a) CONTRACTOR shall make all arrangements for delivery, unloading, receiving, and storage of merchandise. Chabot College will not assume any responsibility for receiving or handling these shipments.
- b) CONTRACTOR shall bear all costs and responsibilities for handling outgoing and incoming U.S. mail and package shipping and receiving.

21) Retail Selling Prices

- a) On new textbooks and trade books, not more than the publishers' list price.
- b) On e-books, e-course packs, course packs, text "packages," "kits," "sets," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin.
- c) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices.
- d) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

22) Textbook Buy-Back

- a) CONTRACTOR shall re-purchase used textbooks from students on a year-round basis.
- b) Used textbooks, in good condition, shall be repurchased at the buy-back price at least **50%** of the retail price if CONTRACTOR has determined that the textbooks are necessary for the following academic term and that current stock levels require book purchases.

23) Retail Selling Prices of Used Books

- a) All used book materials in good condition shall be sold at no less than **75%** of the current retail price. CONTRACTOR agrees to provide written proof of pricing when requested by Chabot College.
- b) Chabot College and CONTRACTOR agree that the sale of used textbooks will benefit the students, and every effort shall be made to offer as many used textbooks as is possible.

24) Textbook Price Increase / Re-pricing Policy

Chabot College recognizes publishers normally annually attempt to pass on an industry wide price increase. CONTRACTOR will make every effort not to increase prices on textbooks already in stock during the registration and returns period. CONTRACTOR will notify Chabot College's Representative of any instance where a price increase occurs.

25) Textbook Adoptions

- a) CONTRACTOR's store manager(s) shall maintain close communications with academic departments and administrative staff to ensure a regular and timely exchange of information on required texts and supplemental material utilized by the faculty.
- b) CONTRACTOR's store manager(s) shall provide each department with text purchase history each semester. The store managers shall develop and enhance electronic systems for updating class registration information to optimize the correctness of the number of textbooks ordered for each course.

- c) Chabot College staff shall complete Textbook Adoption forms and return them to the Bookstore in a timely manner. The completed forms shall include, but not limited to:
 - 1. Quantity of books required
 - 2. Title
 - 3. Edition
 - 4. Study Guide and other peripheral items needed for each class
- d) With exception of the Fall Term, CONTRACTOR and Chabot College shall make every effort to insure that the bookstore receives the necessary textbook adoption information at least eight (8) weeks preceding the beginning of a new term. Textbook adoptions for the **Fall Term** must be received by the Bookstore no later than the end of the preceding April. Chabot College shall notify CONTRACTOR of both estimated and actual class enrollment figures.
- e) CONTRACTOR shall ensure that all textbooks are received prior to the first day of classes.
- f) CONTRACTOR shall ensure that stock levels are sufficient to provide books to all students registered in accordance with the class enrollment figures provided by Chabot College.

26) Stock-Outs

- a) Stock-outs are unacceptable. CONTRACTOR shall ensure that textbooks are available for all registered students.
- b) Any quantity of textbooks needed, but not in stock at the required time (where sufficient notice was given), will be ordered/shipped “next day or second day air” at CONTRACTOR’s expense to assure prompt textbook availability for the students.

27) Textbook Rental Program and e-Textbooks

CONTRACTOR shall implement industry leading, best practices with regard to Textbook Rental Programs and e-Textbooks.

28) Financial Aid

CONTRACTOR shall be prepared to, during the term of this contract; grant credit to students who receive financial aid in accordance with Chabot College procedures. Chabot College may, at some point in the near future, provide CONTRACTOR with access to student's financial aid award balances, and CONTRACTOR shall be responsible for posting charges against these balances. Credit shall be limited to books and/or supplies as specified by Financial Aid, Grant, or Agency. A valid invoice for payment must include all required back-up documentation to be considered complete.

29) Utilities

- a) Chabot College shall provide all electrical utilities, HVAC, and pest control services necessary to operate the bookstore. CONTRACTOR shall pay its pro rata share. Chabot College shall provide semi-annual invoices payable within thirty (30) days of the invoice date.
- b) CONTRACTOR shall provide telephone, data, and janitorial/cleaning services necessary within the store areas.
- c) Chabot College shall provide dumpster services. All cardboard containers/boxes must be broken down and taken to a designated area. CONTRACTOR shall comply with all recycling policies and programs established by Chabot College.

30) Security

- a) Chabot College provides Campus Security.
- b) CONTRACTOR shall cooperate fully with Chabot College's representative Director of Campus Safety and/or Vice President of Administrative Services and campus security on issues of discipline, college regulations, internal security, and theft control in the bookstore. CONTRACTOR may have individuals arrested for criminal activity such as theft and shoplifting. CONTRACTOR shall inform Chabot College's Representative, prior to prosecution, of any Chabot College student or employee. Chabot College reserves the right to have input into disciplinary matters for its students.
- c) CONTRACTOR shall provide a set of door keys to Chabot College's Maintenance & Operations and Security Departments, but it is understood that CONTRACTOR will control all door keys to the bookstore. CONTRACTOR may install a security system on the doors and windows of the bookstore facilities. In the case of emergency, entry into the bookstore by Chabot College, without prior knowledge of CONTRACTOR's store manager(s), must be reported to the bookstore manager(s) as soon as possible.

31) Access to Facility

From time-to-time, a Chabot-Las Positas Community College District representative must gain access to the Bookstore for the purpose of life safety, sanitary, and fire inspections, or other emergency. These inspections may be performed during spring, winter, and holiday breaks, or other times when the Bookstore is closed.

32) Furniture, Fixtures, and Equipment

- a) CONTRACTOR shall provide all furniture, fixtures, and equipment required for the proper execution of bookstore operations. This will include but not be limited to:
 - 1. Office furniture

2. Office equipment
 3. Display cases
 4. Shelving
 5. Cash registers
 6. Computers
 7. Merchandising units
 8. Storage for students items / Lockers
 9. Copier
- b) CONTRACTOR shall provide a personal storage area for students being served by the bookstore.
 - c) CONTRACTOR may provide and maintain display cases for Bookstore use at one or more locations on campus.
 - d) If CONTRACTOR installs any permanent or semi-permanent fixtures or equipment, it shall remain the property of CONTRACTOR and must be removed from the premises at the end of the contract. Any damage to the facility caused by such removal will be repaired by CONTRACTOR at its cost and to the satisfaction of Chabot College.
 - e) CONTRACTOR shall be responsible for all maintenance and repairs of its furniture, fixtures and equipment. Chabot College shall not be responsible for providing any equipment.

33) Premises Alterations

- a) Chabot College may make improvements to the Bookstore site. Should CONTRACTOR choose to make any improvements to the Bookstore site, it shall be solely at CONTRACTOR's expense. Chabot College shall not reimburse any costs for improvements to the premises. All costs of such renovations shall be borne by CONTRACTOR.
- b) CONTRACTOR shall make no changes or alterations to the premises unless authorized in writing by Chabot College's Vice-President of Administrative Services.
- c) Naming rights in accordance with District Policy 2313. (Exhibit C)

34) Insurance

- a) During the performance of the Services under this Contract, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in California.
 1. **General Liability** Insurance with:
 - i. bodily injury limits of not less than \$3,000,000 for each occurrence, and
 - ii. Property damage limits of not less than \$3,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with
 - i. bodily injury limits of not less than \$3,000,000 for each person, and
 - ii. not less than \$3,000,000 for each accident, and
 - iii. Property damage limits of not less than \$3,000,000 for each accident.

3. **Workers' Compensation Insurance:**

- i. in accordance with statutory requirements, and
 - ii. Employer's Liability Insurance with limits of not less than \$100,000 for each accident, and
 - iii. \$100,000 for each disease, and
 - iv. \$500,000 aggregate.
- b) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of insurance issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of California, and which maintain a Rating of "A- " or better, and a Financial Size Category of "VII" or better, according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self- insurer by California Statute 440.572.
- c) Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- d) CONTRACTOR shall furnish Chabot College **certificates of insurance** which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to Chabot College. CONTRACTOR shall include Chabot College as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Contract. All of CONTRACTOR's sub-contractors shall be required to include Chabot College and CONTRACTOR as **additional insured** on their General Liability insurance policies.
- e) If an "ACORD" Certificate of Liability Insurance form is used by CONTRACTOR's insurance agent, the words "*endeavor to*" and "*... but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives*" in the 'Cancellation' paragraph of the form shall be deleted.
- f) CONTRACTOR shall not commence providing services under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by Chabot College.

35) **Indemnification**

- a) Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, Chabot College and CONTRACTOR agree to allocate such liabilities as follows:
- b) CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chabot College, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which Chabot College, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of

CONTRACTOR, its employees, or agents, arising out of or connected with this Contract. CONTRACTOR shall not be required to indemnify Chabot College or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of Chabot College, or its agents, employees or representatives.

- c) Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

36) Independent CONTRACTOR

- a) CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. Chabot College shall have no right to supervise the methods used, but Chabot College shall have the right to observe such performance. CONTRACTOR shall work closely with Chabot College in performing Services under this Contract.
- b) CONTRACTOR shall not pledge Chabot College's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- c) CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

37) Authority to Practice

CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business, and that it will, at all times, conduct its business activities in a reputable manner.

38) Compliance with Laws

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

39) Federal and State Taxes

- a) Chabot College is exempt from Federal Tax and State Sales and Use Taxes. Upon request, Chabot College will provide an exemption certificate to CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for inventory or materials to fulfill contractual obligations with Chabot College, nor shall CONTRACTOR be authorized to use Chabot College's Tax Exemption Number in securing such inventory or materials.
- b) CONTRACTOR shall be responsible for payment of its own, and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

40) Governing Law and Venue

This Contract shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the Contract will be held in Alameda County and the Contract will be interpreted according to the laws of California.

41) Uncontrollable Forces

Neither Chabot College nor CONTRACTOR shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, and other acts of nature, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

42) Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

43) Non-Discrimination

CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, disability, age, or national origin.

44) Waiver

A waiver by either Chabot College or CONTRACTOR of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in

writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate, or be construed to operate, as a waiver of any subsequent default or breach.

45) Severability

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

46) Entirety of Contractual Agreement

Chabot College and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between Chabot College and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, or terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

47) Modification

The Contract may not be modified unless such modifications are evidenced in writing signed by both Chabot College and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

48) Successors and Assignment

- a) Chabot College and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, and legal representatives to the other party to this Contract. CONTRACTOR shall not assign this Contract without the express written approval of Chabot College via executed amendment.
- b) Should CONTRACTOR be sold to or acquired by another company, Chabot College reserves the right to give one hundred twenty (120) days notice that it shall issue a Request for Proposal and seek to re-procure bookstore services.

49) Contingent Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

50) Accessibility

CONTRACTOR shall provide handicapped access in accordance with ADA and Standard Requirements for a Retail Bookstore. Chabot College shall be responsible for any building alterations required by the city, state, or federal government.

51) Contract Administration

- a) Services of CONTRACTOR shall be under the general direction of Chabot College's Vice-President of Administrative Services, phone (510) 723-6618, who shall act as Chabot College's representative during the term of the Contract and shall provide daily coordination regarding the contract.
- b) CONTRACTOR shall make its corporate representatives reasonably available to Chabot College's Vice-President of Administrative Services to discuss and resolve any operational issues.

52) Conflict of Interest

During the course of any contractual relationship with Chabot College, CONTRACTOR agrees to promptly and fully disclose any direct potential conflict.

53) Drug-Free and Smoke-Free Workplace

Chabot College is designated as a Drug-Free and Smoke-Free Workplace. CONTRACTOR's employees shall abide by and adhere to this policy.

54) Notice

- a) Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Chabot College:

Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545
Attention: Vice President of Administrative Services

As to CONTRACTOR:

CONTRACTOR

- b) Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- c) Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and Chabot College.

55) Key Personnel

CONTRACTOR shall notify Chabot College in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to said changes. Chabot College has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Chabot College Bookstore Managers

56) Employees - Contractor

- a) Chabot College has the right to approve all campus bookstore employees hired by CONTRACTOR. Chabot College reserves the right to reject any bookstore employees who, in the judgment of Chabot College, is not qualified to perform the work or otherwise unsuitable to work on Chabot College's premises.
- b) CONTRACTOR's employees shall dress in a clean and neat manner, and shall comply with Chabot College parking, traffic, safety, security, and all other regulations on campus.
- c) No changes in staffing levels will be allowed without the consent of Chabot College.
- d) CONTRACTOR shall provide Chabot College's Vice President of Administrative Services with a copy of their Employee Handbook.

57) Employees - District

The Bookstore employees who are members of the bargaining unit as defined under the Collective Bargaining Agreement between Chabot-Las Positas and Local 1021, Service Employees International Union are referred to hereinafter as "Classified Employees". Subject to contract negotiations, the Bookstore currently employs eight (8) Classified Employees who shall continue working in their present positions in the Bookstore. ALL existing Classified Employees shall be maintained on Chabot College's payroll and employee benefit plans, and Chabot College shall provide pay and employee benefits, including group insurance coverage, retirement contributions, paid vacation, and sick leave to all Classified Employees in accordance with the terms of the collective bargaining agreement and applicable law. An annual performance evaluation will be conducted in conjunction with the Vice President of Administrative Services for all classified employees.

58) Hours of Operation

Hours of Operation shall, at a minimum, conform to Exhibit A. This schedule shall be applicable at all Chabot College Bookstore locations. Any change in the hours of operation shall require the approval of Chabot College's Vice President of Administrative Services.

59) Maintenance / Repairs to Facilities

Should there be a need for repairs to the facility, CONTRACTOR shall immediately notify Chabot College's Vice President of Administrative Services. Should the problem be of any emergency nature, and Chabot College's Vice President of Administrative Services is not available, CONTRACTOR shall immediately notify the Maintenance and Operations Department at the Chabot campus.

60) Bonds

CONTRACTOR shall be required to provide both a **Performance and Payment Bond** in the amount of **\$500,000**. The surety company must meet the provisions required by California Statute 287.0935. Should the surety company become insolvent during the term of the contract, CONTRACTOR shall provide an alternate bond, acceptable to Chabot College, within fifteen (15) working days from the date CONTRACTOR is notified of said insolvency, by any party.

61) Fidelity Bond

- a) CONTRACTOR agrees to provide and maintain fidelity bonds or equivalent insurance, with Chabot College as loss payee, in an amount not less than **\$10,000** for each employee.

- b) The bond amount for employees handling or responsible for the handling of daily Gross Revenues shall be **\$50,000**, in a form and drawn on such company as is acceptable to Chabot College.

62) Ownership of Documents / Information

- a) Any and all documents, records, disks, drawings, or other information shall become the property of Chabot College for its use and/or distribution as may be deemed appropriate by Chabot College. Electronic media shall not be password or otherwise protected. Data shall be easily accessible in Microsoft format.
- b) The foregoing (61a) shall apply to store financial information only, and not to CONTRACTOR's employment and payroll records, proprietary or licensed software, trademarks, copyrights, and other intellectual property, or other information required by contract or applicable law to be kept confidential. CONTRACTOR shall have a perpetual royalty-free license to use store financial information in its operations.

ATTACHMENT A
Non-Collusion Affidavit

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

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ATTACHMENT B

Drug-Free Workplace Certification

I, _____, am the _____ of _____
(Print Name) (Title)
_____. I declare, state, and certify to all of the following.
(CONTRACTOR Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of CONTRACTOR that a drug free workplace will be provided by CONTRACTOR by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in CONTRACTOR's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) CONTRACTOR's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by CONTRACTOR in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. CONTRACTOR agrees to fulfill and discharge all of CONTRACTOR's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. CONTRACTOR and I understand that if the District determines that CONTRACTOR has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. CONTRACTOR and I further understand that, should CONTRACTOR violate the terms of the Drug-Free Workplace Act of 1990, CONTRACTOR may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. CONTRACTOR and I acknowledge that CONTRACTOR and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that CONTRACTOR and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20____.
(City and State)

(Signature) (Handwritten or Typed Name)

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Exhibit A

Hours of Operation (Negotiable)

Chabot College Bookstore

Fall and Spring Term (Normal Schedule):

Monday through Thursday: 7:45 am - 7:30 pm

Friday: 7:45 am - 3:00 pm

(Hours subject to change during summer, holidays, and the first few weeks of semester)

During the first two weeks of each semester, Bookstore will be open on Saturdays.
Hours to be approved by College's Vice President of Administrative Services.

Exhibit B

Commencement Activities Procedures

CONTRACTOR will provide an array of services at the Chabot College bookstore:

- CONTRACTOR will partner with the leading suppliers of regalia in providing cap and gown rentals and sales to seniors graduating, as well as faculty and administrators involved with commencement activities.
- CONTRACTOR will consider any services required by Chabot College for regalia, announcements, and other commencement items.

Exhibit C

Access and Use of District Property

2313 Naming of Buildings, Facilities, and Memorials

The Board of Trustees has the final responsibility for the naming of any facility, (i.e. all buildings; portions of buildings; college streets or roads; stadium and athletic fields and courts and other areas of major assembly); plazas, malls, and other large areas of campus circulations; and all other highly visible facilities and properties, or memorials within the Chabot-Las Positas Community College District. The Board also has the final responsibility for altering, changing, removing, or renaming any building, facility, or memorial.

- 1.** The following purposes are appropriate for naming any District building or facility constructed with public funds:
 - a.** To designate the function of the building or facility.
 - b.** To reflect natural or geographical features.
 - c.** To reflect a traditional theme of the College or the District.
 - d.** To honor a living or deceased person(s), business or corporation, who, has directly contributed to the District in an exceptional way through service or monetary contributions. Proposals shall be submitted no earlier than one year following the retirement or death of the individual to be honored.
 - i)** If no major Gift is involved. It must honor a person who has made an extraordinary contribution to the college or community;
 - ii)** If a monetary gift is involved the board will take into consideration the significance and amount of the proposed gift in relation to the development of completion of a facility or to the enhancement of the facility's usefulness to the District. For an amount to be considered significant, it shall either cover the total cost of the facility to be named or provide funding for that portion of the total cost which would not have been available from any other source;
 - iii)** No gift shall be considered or accepted by the Board which contains conditions related to District operations, the curriculum, faculty, or any College or District program. However, the Board may consider accepting a gift that enables the District to establish a program if the program is deemed appropriate and useful;

- 2.** The following are examples of other District memorials that may be appropriately named:
 - a.** Endowed chairs of subject-matter disciplines.
 - b.** Endowed positions of classified service.
 - c.** Endowed curricula or educational programs.
 - d.** Endowed offices, institutes, conservatories, or centers.
- 3.** Requests for naming buildings, facilities or memorials are to be submitted to the Chancellor. All are to include the following:
 - a.** A rationale for requesting the naming of the building, facility or memorial.
 - b.** A description of the proposed memorial, if appropriate.
 - c.** Evidence of support for the naming.
 - d.** Specifics of the gift or donation, including maintenance, if appropriate.

Requests shall be reviewed by a committee from the college requesting the change consisting of two representatives each from the Associated Students, the Classified Union, the Classified Senate, the Faculty Senate, and the administrative staff. The appropriate college president will also serve. The Chancellor will chair the committee, and the committee will make a recommendation to the Board of Trustees.