



## COLBY COMMUNITY COLLEGE REQUEST FOR PROPOSALS

TITLE: **Bookstore Management Services**

ISSUE DATE: **November 26, 2018**

ISSUING AGENT: **Carolyn Kasdorf  
Vice President of Business Affairs**

Sealed Proposals subject to the conditions made a part hereof will be received until **January 31, 2019** for furnishing services described herein.

SEND ALL PROPOSALS TO THE ADDRESS NOTED BELOW.

Direct all inquiries concerning this RFP to:

**Carolyn Kasdorf  
Vice President of Business Affairs  
Colby Community College  
1255 S. Range Ave  
Colby, KS 67701  
785-460-5407**

A **MANDATORY** PREPROPOSAL CONFERENCE/SITE VISIT for all prospective Vendors can be scheduled up thru **January 25, 2019 at 5:00 p.m. (CST)** in the **Student Union**, of the campus of **Colby Community College**. Please contact Carolyn Kasdorf at 785-460-5407 to schedule a visit at your earliest convenience.

The purpose of these pre-scheduled conferences are to allow potential Vendors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Vendors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at one of these scheduled conferences will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Vendors who are represented at any of these pre-scheduled conferences.



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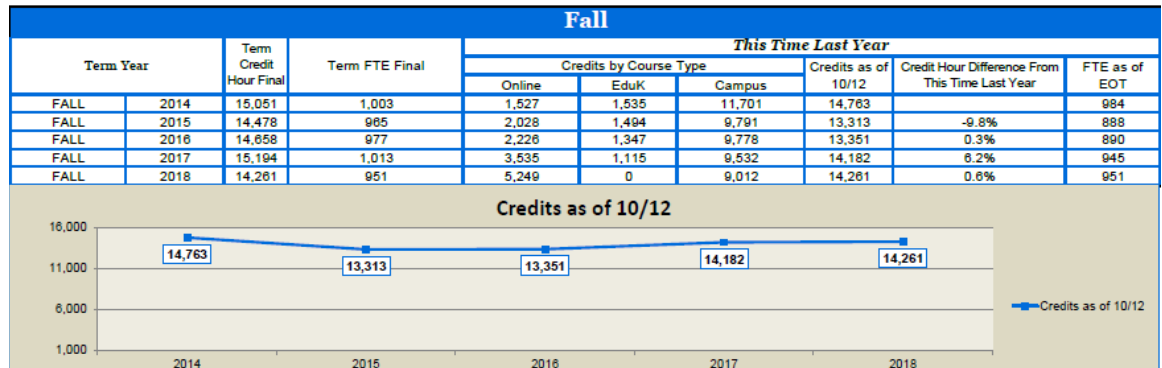
## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain sealed proposals from experienced firms in order to establish a contract through competitive negotiation for providing Bookstore Management Services for students, faculty and staff of **Colby Community College**, hereinafter referred to as the College.

## II. BACKGROUND

- A. Colby Community College is located in the northwest corner of Kansas, approximately 50 miles from the Colorado and Nebraska borders. The area is part of the High Plains, sweeping upward to the Rocky Mountains 250 miles to the west.

- B. Current Enrollment



Projected Enrollment is expected to remain flat.

- C. The College Bookstore currently maintains a 1,259 Sq Ft area.
- D. The current space and location of the campus bookstore will remain unchanged. However, any necessary renovations will be at the expense of the Bookstore Management Company.

E. As of October 30, 2018

	2019	2018	2017	2016
<b>REVENUES</b>				
<b>Bookstore Sales Revenues</b>				
New Textbooks	\$127,016.22	\$259,298.73	\$236,720.87	\$248,007.83
Used Textbooks	106,844.09	151,380.06	177,075.00	209,084.65
Paperbacks	135.16	789.73	972.50	900.49
Misc	452.23	1,244.49	1,360.53	1,984.99
Speciality Items	17,153.90	46,605.93	44,987.89	40,139.98
Postage Sales	2,834.22	5,131.65	2,685.00	3,948.29
Vending Sales	90.00	780.00	(2.00)	
Other Income		(280.94)	2,170.87	1,500.00
<b>Net Sales Revenue</b>	<b>254,525.82</b>	<b>464,949.65</b>	<b>465,970.66</b>	<b>505,566.23</b>
<b>EXPENSES</b>				
Salaries and Fringes				
Full Time Staff	8,583.30	33,660.00	33,000.00	57,393.03
Federal Workstudies	827.95	3,735.42	3,271.58	3,147.40
Hourly Employees		10,203.36	5,180.83	
Student Hourly		663.84		
Non Student Hourly		810.00	596.13	
Fringes	3,284.99	16,337.18	13,524.76	17,292.69
Services and Supplies				
Travel and Professional Development	94.02	350.00	350.00	
Services	6,000.00	6,006.97	10,922.48	6,620.80
Supplies	207,767.63	319,797.20	310,162.40	322,907.02
<b>Total Operating Expenses</b>	<b>226,557.89</b>	<b>391,563.97</b>	<b>377,008.18</b>	<b>407,360.94</b>
<b>Net Income (Loss)</b>	<b>27,967.93</b>	<b>73,385.68</b>	<b>88,962.48</b>	<b>98,205.29</b>
<b>Ending Net Assets</b>	<b>27,967.93</b>	<b>73,385.68</b>	<b>88,962.48</b>	<b>98,205.29</b>

F. The College currently uses Kaycee Software. Two integrations exist for Kaycee Software, and they include curriculum transfer and meal plans uploads.

G. Current positions, date of hire, status, salary and benefits.

Title	Date of Hire	Status	Salary	Benefits
Manger	Aug-99	Active - Fulltime	\$34,333	BCBS Health, Dental, Life KPERS (Kansas Public Employees Retirement System)
Assistant Manager	Aug-02	Active - Part-time	\$14,600	BCBS Health, Dental, Life KPERS (Kansas Public Employees Retirement System)

### III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

A. Program Objectives

**Colby Community College** is seeking a qualified vendor that will exemplify our institutions' mission by providing a full-service Bookstore with the highest caliber of services delivered to the **College** community. It is essential that the Bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices, and services must promote confidence that the **College** community is obtaining the best possible combination of quality, customer service and value.



B. Scope of Work

1. During the term of the Contract between the **College** and the Vendor, the Vendor shall operate the **College** Bookstore, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
2. The Vendor shall provide the **College** with the services and innovation expected of a high quality **College** bookstore.

C. Term

1. The Contract shall commence on **April 1, 2019** and continue for a period up to five years ending on or before **March 31, 2024**. Colby Community College is willing to review proposals that are beyond the specified timeframe. If it is deemed to be of mutual benefit to both parties, the **College** and the Vendor can mutually agree to renew the Contract beyond the original **agreed upon** period.

D. Proposal Preparation and Submission

1. Prospective Vendors are instructed to deliver **two** complete copies of their proposal, enclosed in one sealed box or other package, in a manner that assures receipt by **January 31, 2019 at 9:00 a.m.** Package must be sealed and prominently reflect "RFP Bookstore." All proposals must be received at **1255 S. Range Ave, Colby, Kansas 67701** by the **9:00 a.m.** deadline. **There will be a formal opening at that time.** Any proposal received after the bid closing date and time will not be accepted and returned unopened to the bidder.
2. Proposals may be withdrawn or amended at any time prior to the closing date and time.
3. 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 content.
4. Each copy of the proposal should be bound or contained in a single volume where practical.
5. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Kansas Freedom of Information Act. Trade secrets or proprietary information submitted by the Vendor shall not be subject to public disclosure under the Kansas Freedom of Information Act. Any confidential or proprietary data must be clearly marked.

E. Award

1. Award will be made to the Vendor who is determined by the College to best meet the needs and objectives of the College community. Vendors are encouraged to propose innovations. The College reserves the right to reject any or all proposals if they are in its sole discretion judged unacceptable. The College also reserves the right to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Vendor proposing the highest commission return according to its own judgment and in its best interest.

2. In awarding the Contract, the College will consider a number of factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
  - a. Vendor's record of performance and service in higher education bookstore operations.
  - b. Vendor's conformance to the RFP's specifications, requirements, terms, conditions, and provision.
  - c. Vendor's response to **College's** objectives.
  - d. Vendor's pricing and refund policies.
  - e. Service aspects of Vendor's proposal.
  - f. Financial return to the **College**.
  - g. Customer relations in existing Vendor operated bookstores.
  - h. Personnel aspects of Vendor's proposal.
  - i. Vendor's ability to create a dynamic retail environment
  - j. Review of recommendations with respect to Vendor's bookstore operations at other similar universities and colleges.
  - k. Vendor's size, credit standing, financial record, stability, and management.
  - l. Vendor's creativity
  - m. Vendor's technology plan
3. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College and/or be invited to meet with College officials for clarification and questions. The College will schedule the time and location for these presentations. Oral presentations are an option of the College and may or may not be conducted.
4. After proposals have been reviewed, visits may be made to selected institutions under contract with the Vendor to assist the College in determining its choice of Vendor.
5. Additional information may be requested while proposals are under consideration.
6. The successful Vendor will be notified of the award in writing.

F. Schedule

The schedule for this RFP is as follows:

Release of RFP	<b>November 26, 2018</b>
Pre-Bid Conference	<b>Scheduled on or before January 25, 2019 at 5:00 p.m. CST</b>
Vendors' Written Questions Due	<b>January 25, 2019</b>
Proposal Opening	<b>January 31, 2019</b>
Award	<b>February 18, 2019</b>

**\*\*Please Note\*\*** This schedule is subject to change. In the event the schedule does change, all vendors will be notified by addendum, which will become part of the Request for Proposal.

## IV. SPECIFIC REQUIREMENTS

### A. Company History / Qualifications

1. The Vendor shall be knowledgeable about the changing college bookstore trends, new technologies, legislation, new marketing ideas, new merchandise, and changes evolving throughout the general bookstore industry. The Vendor shall incorporate programs of action in response to these changes and trends into the College Bookstore operation and services, as deemed applicable to the College.
2. A detailed description of the Vendor's background, experience, and qualifications to operate a college or university bookstore. The Vendor must provide a list of **three** college/university references where the Vendor has operated for a minimum of five (5) years, or is currently operating a bookstore, preferably similar in student body size to Colby Community College. References must include name and address of facility, full time student enrollment, dates of service, and contact person's (with authority over bookstore operations) name, telephone number, and email.

### B. Textbook & Reference Book Offerings:

1. The Vendor shall provide course materials including:
  - a. All required, recommended, and suggested textbooks and course materials – new, used, custom in editions specified by the faculty or other designated departmental representatives;
  - b. Digital and e-textbooks strategies;
  - c. Textbook rentals
  - d. Other educational materials and supplies used by the College's students;
2. In its provision of books, supplies, and materials, the Vendor will prepare in a form acceptable to the **College** and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester. The **College** will make reasonable efforts to see that each Vendor's bookstore management is given timely notice by faculty members or authorized designees of the books, supplies, and materials requested for all courses offered, as follows:
  - a. For the Spring semester, beginning in January, on or before November 1;
  - b. For the Summer sessions, on or before March 15th; and
  - c. For the Fall semester, beginning in late August or early September, on or before April 15th.
3. The Vendor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Vendor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Vendor shall make every reasonable effort to supply items requested even when requests are not timely.
4. The Vendor shall provide for the sale of textbooks and other educational materials required for off-campus courses, if so requested by the College.
5. A description of the Vendor's plan to assist the College with the compliance requirements of the Higher Education Opportunity Act (HEOA) of 2010, as it may be applicable to the operations of the Bookstore.



6. The Vendor shall maintain a high quality reference inventory that is current, relative, and supportive of the curriculum and interests of the faculty, students, and staff of the College. The Vendor must be responsive to advice relative to the stocking of reference books suggested by the College faculty members and/or researchers.
7. Provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the College.
8. The Vendor shall promote book signings and other academic and scholarly events as appropriate.

C. Marketing & Promotions:

1. The Vendor shall provide special promotions frequently throughout each year of the contract, and will be expected to support New Student Orientation and other on-campus programs.
2. The Vendor shall provide in the Proposal a list of the promotions that will be provided during the academic year.
3. Identify the ways in which the Vendor will utilize social media and other technology advancements in the promotion of the **Colby Community College** Bookstore.

D. Website / Online Sales:

1. The Vendor shall develop a professional website which allows for online purchases. As a minimum, the website offered must be comparable to the present Bookstore website.
2. The website must allow students the option of purchasing or renting textbooks online, for pick-up in the Bookstore or for direct shipment to the student, with the Colby Community College receiving credit for the sale. The website should also be used as a means to market College merchandise and products to students, alumni, parents, prospective students, and others.

E. Merchandising:

1. The Vendor shall offer a selection of "soft goods", such as school and office supplies, **College** emblematic apparel, memorabilia, spirit items, computer supplies and software, technical supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
2. The Vendor shall have exclusive rights to operate the full service Bookstore located at the **College**, offering all goods and services normally found in **College** bookstores and any such additional services as may be required by the **College** during the term of the contract. The **College** shall grant the Vendor the right to sell **College** licensed products.
3. The **College** reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the **College** considers offensive or inappropriate.



4. It is important to the **College** that the Bookstore's merchandise assortment be tailored specifically to our campus community. Contractors must describe the level of decision making that will be granted to the on-site management team when selecting products to be offered for sale in the College Bookstore.
5. The Vendor is expected to uphold the **College's** strong commitment to social responsibility.
6. The Vendor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the **College**.

F. Personnel:

1. Training. The Vendor is to describe the training program(s) that it intends to use for the employees of the Bookstore, which will ensure ongoing staff developmental needs are met.
2. Adequacy. Vendor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Contractor, whom shall be solely responsible for the payment of their wages and benefits.
3. Current Employees. Current Bookstore employees are to be afforded the greatest level of personal and professional courtesy possible. All current employees working in the **College** Bookstore, in good standing will be interviewed by the Vendor and offered first consideration for continued employment.
4. Student Part-Time Employees. The Vendor is encouraged to employ Colby Community College students, when possible. Student employees of the Vendor are not to be paid less than the Federal minimum wage.
5. Employee Policies. Vendor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the Bookstore must be available for review by the **College**.
6. Equal Opportunity and Affirmative Action. The **College** is committed to Equal Opportunity and Affirmative Action. The successful Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status.
7. Managers. The Bookstore Manager and Departmental Managers assigned to the Bookstore by the Vendor must be approved by the **College**. Subsequent changes in these assignments are to be made by the Vendor only after prior consultation with, and approval of the **College**. The person selected by the Vendor to manage the Bookstore is to have extensive experience in the management of bookstore service in a **College** community. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with **College** students, faculty and staff.

8. Manager Replacement. The **College** reserves the right to request replacement of the Bookstore Manager for good cause as determined by the **College**, or for actions considered to be not in the best interests of the **College**. Such actions will be taken only after consultation with Contract Administrators.
9. Conduct. Vendor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the **College**.

G. Customer Service & Communications:

1. In order to determine that superior customer service is being provided to the **College**, a method to assess customer service shall be agreed upon by the **College** and the Contractor.
2. It is understood that the **College** reserves the right to establish a Bookstore Advisory Committee. The Vendor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and with **College** officials to review bookstore operations. Further, the Vendor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with **College** officials, in the development and improvement of the Bookstore's program, services and policies. The Vendor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from **College** officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

H. Sustainability Practices:

1. The Vendor is expected to uphold the **College**'s strong commitment to environmental consciousness and responsibility. Describe programs and processes the Vendor will use to support the **College**'s sustainability practices.

I. Technology:

1. Indicate the systems and procedures proposed for use in the following Bookstore functions or areas:
  - a. Textbook and course materials management
  - b. Merchandise management
  - c. Student financial aid
  - d. Campus Debit Card
  - e. General
2. KayCee Software provides Colby Community College its current POS system. Kaycee Software also provides the server and technical support. System backups run periodically throughout each day. Manual calculations and sales are the only method for operating in the event that the system is temporarily inoperative.

The College's POS system features inventory management, accounts receivable operations, all cash register functions (sales, returns, cash, check, debit/credit card and account sales), curriculum management which is connected to online sales,

purchase order system, vendor management and system reports. All functions are real-time.



3. Debit/credit card machine functions separately from the cash register.

J. Bookstore Policies:

1. Operating Schedule. The Vendor will be required to operate the Bookstore in the existing **College** Bookstore located in **the Student Union** on a 12-month basis, based on the **College's** academic calendar. The **College** reserves the right, upon consultation with the Contractor, to establish or change the service hours, plans or other methods of operation of the Bookstore.
2. The Vendor shall operate according to the following pricing policies:
  - a. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
  - b. Textbook Pricing Policy shall be clearly stated. Refer to the attachment of **College's** current Bookstore Textbook Pricing Policy. (There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.)
  - c. All other merchandise shall be marked up to reflect a normal gross profit margin the **College** bookstore industry or as pre-priced.
3. The **College** may request and shall receive from the Vendor proof that the above pricing policies are being followed. Information shall be provided by the Vendor at the earliest possible time following its receipt of the **College's** request.
4. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Vendor's control, the Vendor may request a mutual review and decision with respect to pricing policies at any time during the year. The **College** and Vendor shall determine the effective date of any such changes in policies.
5. The Vendor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express. The Vendor shall also provide for charge sales to **College** Departments where appropriate. The Vendor shall accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
6. The Vendor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business.
7. The Vendor shall purchase used books from the students, faculty and others at the **College** based on a schedule that is practical and convenient to both the Bookstore and the **College** community according to the following policy:
  - a. If the Vendor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
  - b. If the Vendor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Vendor shall pay the price listed for the book in a textbook guide which the **College** and the Vendor agree to use for this purpose.

8. The Vendor shall operate the Bookstore on a schedule that accommodates the academic calendar of the **College** community. As a minimum, operating hours are to be from **8 a.m. – 5 p.m.**, Other operating hours may be requested by the **College** to accommodate special events and, under such circumstances; the Vendor should make every effort to operate the Bookstore during such hours. Changes in the operating hours described above shall be approved by the **College**.
9. The Vendor shall provide the benefit of a minimum ten percent (10%) discount to departments, faculty and staff of the **College** for authorized sales of office and school supplies sold in the Bookstore. These sales shall not be considered a part of gross sales.
10. The Vendor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the **College** should reasonably request and, if the **College** should so request, shall cooperate with the **College** in the **College's** prosecution of such individuals. The Vendor shall not have **College** students arrested by public authorities or prosecuted without prior consultation with the **Thomas County Police**.

K. Facilities & Equipment:

1. The Bookstore operated by the Vendor shall be operated in the existing Bookstore space. Additions to or deletions from the existing space, or relocation of the Bookstore, may be made but must be agreed upon in writing by the Vendor and the **College's Vice President of Business Affairs**.
2. The Vendor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. The Vendor may elect to utilize equipment already in place in the Bookstore, but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the **College** upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected.
3. The Vendor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore. All renovations and finishing out, including color selections is subject to prior written approval by the **College**.
4. The **College** will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees.
5. Current maintenance contracts on the **College** equipment, which is made available for use by the Contractor, will remain in force until their normal expiration dates, unless otherwise provided in the maintenance contracts. The Vendor will have the benefit of such contracts until their expiration dates, and thereafter shall provide for

preventive maintenance and repairs of equipment at the Vendor's own cost and expense.

6. The **College** will provide all utilities to the space used by the Vendor including:



- a. Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
  - b. Office equipment (including computer equipment and safes), furniture and fixtures, file cabinets, telephones and telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore use. The Vendor shall pay for long-distance telephone service and any additional services.
  - c. Trash removal, snow removal (**optional to climate**) and extermination services for the Bookstore.
7. To the best of its knowledge, the **College** is not aware of any health or environmental problems, which currently exist or are likely to develop in the physical facility, which houses the Bookstore. The **College** shall be responsible for remedying promptly any health or environmental problems at the Bookstore, other than those caused by the Contractor, and notifying the Vendor accordingly.
8. Agents and employees of the Vendor working in the Bookstore will be provided access to parking lots utilized by **College** employees under the policies of Parking Services.
9. The Vendor shall cooperate with the **Thomas County** Police and with other **College** officials in the provision of security for the Bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.
- L. Financial Requirements & Administration:
  1. The Vendor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.
  2. The Vendor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source(s).
  3. Licenses, Permits, and Taxes:
    - a. The Vendor shall secure and pay for all federal, state, and local licenses and permits required for the **College** Bookstore operations provided for herein. The **College** will cooperate with the Vendor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Vendor shall pay for any and all taxes and assessments attributable to the operation of the **College** Bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
    - b. The Vendor will be granted the right to use the **College's** name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the **College**, if the **College's** name is not used for product endorsement.

4. The Vendor shall pay to the **College** a commission percentage based on gross sales as defined herein. The Vendor shall specify this commission percentage in its Proposal.
5. Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from the bookstore website: less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, eBook readers, discounted faculty/staff sales, pass-through income, bookstore issued scholarship sales, merchandise sales at less than a 20% gross margin such as computer hardware as reasonably determined by the Vendor, and other merchandise mutually designated as non commissionable. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales by other companies or organizations on the College Bookstore website.
6. Applicable payments as set in the Vendor's proposal shall be made **quarterly** by the Vendor to the **College** and shall be paid within **10 days** after the close of the **quarter** in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.
7. Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to the **College** upon request.
8. The **College** shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Vendor in the **College** Bookstore shall have non-changeable grand totals.
9. The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the **College** Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the **College**.
10. On termination of the Contract, commissions will be paid to the **College** on sales up to the final day the Bookstore is operated under the Contract. The commission due the **College** for any portion of a Contract year shall be calculated on a percentage basis.
11. The Vendor shall provide property and casualty insurance covering the Vendor's equipment and other personal property in the Bookstore. The **College** will provide property and casualty insurance, under the **College's** policy, covering Bookstore

space and fixtures and equipment owned by the **College**. **[University or College list minimum requirements]**.

M. Purchase of Merchandise & Inventory:

1. Upon commencement of this Contract, the Vendor shall purchase bookstore inventory then currently on hand using the following terms:

- a. New Textbooks
    - 1) All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by the Vendor.
    - 2) All excess textbooks not accepted for return will be purchased by the Vendor at the current wholesale price.
  - b. Used Textbooks
    - 1) At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased by the vendor.
    - 2) All excess adopted used textbooks will be purchased by the Vendor at the current wholesale price.
  - c. Trade, Paperbacks, Technical and Reference Books
    - 1) The Vendor will purchase all trade, paperback, technical and reference books in clean and saleable condition, less than six (6) months old.
    - 2) Books not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
  - d. School Supplies and General Merchandise
    - 1) This category includes all items not previously mentioned, including art, office and general supplies, stationary and greeting cards, etc.
    - 2) All of the above supplies and merchandise in clean and saleable condition, up to a six (6) month supply, will be purchased by the Vendor.
    - 3) Items not in clean and saleable condition will be set aside and purchased by the Vendor at a mutually agreeable price.
2. Upon the commencement of the Contract, the Vendor and the College will perform an inventory of any College's equipment that may have been used by the Vendor in the bookstore. The inventory will note the condition of the equipment, as agreed upon by the College and the Contractor.
  3. Upon the termination of the Contract, the College will purchase, or require the replacement vendor to purchase, bookstore inventory then on hand from the Vendor upon the same terms as described in subparagraphs IV.M.1 (a through d) above.