

**MCHENRY COUNTY COLLEGE  
REQUEST FOR PROPOSALS #04202012  
BOOKSTORE SERVICES**

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**Summary**

McHenry County College requests proposals from companies to provide **Bookstore Services** for MCC.

Issued:	March 26, 2012
Service Requested:	Bookstore Services
RFP Closing Date/Time:	April 20, 2012, 10:00 a.m. CST
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

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Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 20, 2012, 10:00 a.m. CST. There will not be a public bid opening.

**All late proposals will be rejected.**

All proposals must be signed by a duly authorized representative of the firm.

**All unsigned proposals will be automatically rejected.**

McHenry County College administration will competitively evaluate all qualified proposals and present a recommendation to enter into an agreement with the Board of Trustees at the May 24, 2012 Board meeting.

We appreciate your interest in McHenry County College and look forward to your response.

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**REQUEST FOR PROPOSAL**



**BOOKSTORE SERVICES**

**RFP# 04202012**

**Issue Date: March 26, 2012**

**RFP Response Deadline: April 20, 2012**

McHenry County College  
8900 US Highway 14  
Crystal Lake, Illinois 60012-2761  
Telephone: (815) 455-3700

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**1.0 INTRODUCTION**

**1.1 PHILOSOPHY OF SERVICE**

This Request for Proposal (RFP) is for the professional management and operation of Bookstore and related services. McHenry County College (College) requests proposals from qualified Bookstore management companies (Contractor) desiring to enter into an Agreement for management and operation of the College Bookstore and its services.

The College maintains a Bookstore operation and its services as an integral element of its total educational and academic mission. This Bookstore is established and maintained solely for the convenience of students, faculty, staff, other employees, alumni, and guests of the College. McHenry County College expects the utmost in professional associations with its Contractors. We strive to work together in a harmonious relationship that will result in benefits for McHenry County College and the chosen Contractor.

**The providing of textbooks and related academic materials must always be considered the paramount service of McHenry County College Bookstore operations.**

Students, faculty, staff and the Community should all be considered valuable customers, regardless of the amount of business that they provide to the store. The staff that provides textbook services should consider their mission as a critical service to the College rather than that of a profit-making venture. Customers should always perceive Bookstore staff as being interested in providing the best possible service to the College community.

The Bookstore should continuously initiate new customer service programs, which are focused on the needs of the academic community. These programs should serve as an ongoing demonstration to both faculty and students that the campus Bookstore is the best place to fill their needs for textbooks and other course related books. The Bookstore should conduct specific and detailed measurement of customer service programs and implement appropriate plans to address findings as a method of continuous improvement.

**1.2 COLLEGE BACKGROUND**

McHenry County College is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago. MCC is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The College has one campus. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012, with an additional corporate training facility at the Shah Center in McHenry, IL.

McHenry County College offers dynamic programs for students of all ages and backgrounds. For the student who recently graduated from high school, McHenry County College offers a two-year college transfer curriculum that is articulated with all four-year universities in Illinois and select out-of-state. For the student seeking a two-year career degree or certificate, McHenry County College offers some of the finest career preparation curriculums in the state. For the displaced worker, the College offers the retraining programs necessary to regain the competitive edge in the labor force. In addition, McHenry County College has one of the largest adult and continuing education programs in the state and one of the strongest programs anywhere in business and industry.

The College is governed by a locally elected board of trustees and by a College president and vice-presidents for administration, business, and instruction.

The College operates on a semester academic schedule. Academic terms currently include the fall, spring and summer semesters including multiple sessions in each term. Classes are offered during the day, evening, and

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weekends as well as via the Internet and cable television. You can visit the College on the web at [www.mchenry.edu](http://www.mchenry.edu).

The Bookstore area occupies approximately 3,323 square feet of retail sales and storage space, with a shared receiving dock. The Bookstore may provide book sales at regional locations during the first week of each term. Bookstore operations at these sites will be conducted only during the first week of classes from temporary space made available for this purpose. The College's current academic calendar is attached, Appendix IV.

## **2.0 SOLICITATION AND INSTRUCTIONS**

### **2.1 INVITATION**

Sealed Proposals for BOOKSTORE SERVICES will be received by McHenry County College at the office of Business Services, Building A, Room 246, 8900 US Highway 14, Crystal Lake, IL 60012, until April 20, 2012 at 10:00 a.m. CST. There will be no public opening of any proposals received. All Contractors will be informed in writing of the College's decision concerning the selected Contractor within thirty days of formal award.

This Request for Proposal is an instrument for enabling McHenry County College in making the best possible decision in creating a business relationship with the selected Contractor. This RFP specifies the expected minimum level of service in the Bookstore. It is important that each Contractor provide McHenry County College with the information requested in this RFP, in the manner in which it is requested. Proposals submitted by any Contractor must respond to all proposal and proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in this Request for Proposal. All inquiries regarding this proposal are to be directed only to Jennifer Jones, Director of Business Services, by email at [jjones@mchenry.edu](mailto:jjones@mchenry.edu).

Information provided must be in complete compliance with the instructions. The information requested and the manner of submission are essential to permit equitable evaluation of all proposals. McHenry County College may choose to reject any proposal in which information requested is not furnished or where incomplete information is provided. Wherever repetition occurs in the Request for Proposal, with regard to similar requests for information, Contractors need not repeat the information. However, reference should be made to the specific location in the proposal where the information is already recorded.

In submitting a proposal, the Contractor agrees that the proposal remains valid for ninety (90) calendar days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement.

### **2.2 INSPECTION OF SERVICE LOCATIONS**

All Contractors submitting proposals for services are required to visit the campus and public service locations specified herein prior to proposal opening for the purpose of determining conditions pertinent to their proposals. Failure to do so will not relieve the Contractor of his/her duties required under this proposal. Submission of a proposal shall indicate that such an inspection has been made by the Contractor. The successful Contractor shall not receive consideration or relief because of adverse site conditions, whether or not observed or realized by such Contractor prior to submission of proposals.

### **2.3 PROPOSAL SECURITY DEPOSIT**

Each proposal shall be accompanied by a proposal security deposit in the form of a certified proposal bond or cashier's check payable to McHenry County College in the amount of **10%** of the annualized Total Guarantee Amount or a minimum of \$10,000, whichever is greater. The proposal security deposits of all unsuccessful proposers will be returned within ninety (90) days after the submission of the proposals. In the event that a Contractor selected by the Board of Trustees to provide requested services fails to sign the Agreement submitted by

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McHenry County College or to provide the performance bond and the insurance coverage specified herein, his/her proposal deposit may be retained by McHenry County College as liquidated damages for the College having to re-solicit proposals or use an alternative proposer, and not as a penalty.

**2.4 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will be held at McHenry County College. This conference may be recorded. Following is information regarding that conference:

Location: Board Room, Building A, Room 217  
8900 US Highway 14  
Crystal Lake, IL 60012  
Date/Time: April 5, 2012, 10:00 a.m. CST

Please RSVP to the Business Services office at [jjones@mchenry.edu](mailto:jjones@mchenry.edu) with the number of attendees for the pre-proposal conference so that adequate seating can be arranged.

**2.5 SCHEDULE OF EVENTS**

Issue of Request for Proposal	March 26, 2012
Pre-Proposal Meeting / Site Visit and Inspection	April 5, 2012
Proposers Questions due to College	April 9, 2012, 10:00am CDT
College Response to Questions posted to <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	April 12, 2012
Proposal Due Date	April 20, 2012
Administrative Evaluation by	April 30, 2012
Presentation to Board of Trustees	May 24, 2012
Award of Agreement by	May 29, 2012
Start up (tentative)	July 1, 2012

**2.6 CONTRACTOR'S RESPONSE**

Proposals shall be submitted at the time and date stated above. Any proposal received after the time and date stated above will be returned, unopened to the sender, no matter what date it was mailed. The College shall not be responsible for delivery delays of any kind. Offers submitted as part of this proposal must be firm. No proposal will be accepted on the basis of price prevailing at time of services or conditional to any other event. Any information received as part of any proposal shall become the property of McHenry County College.

Proposals shall be typed and prominently identified with the project title, submittal date, time and the name and address of the company. The company name shall appear on each page of the proposal. All submittals shall contain a total of **five (5) copies** of the proposal and shall be delivered in scaled cartons also marked with the identifying information stated above. Proposals shall incorporate all terms, provisions and specifications of the Request for Proposal. Contractors are required to complete proposal forms, and all appendices in their entirety. Failure to complete said proposal forms may result in rejection of proposal.

Contractors are required to prepare the proposal based on the specifications set forth in the RFP documents without considering any exceptions or alternatives that may be set forth on this form. In the event the Contractor takes exception to the RFP specifications or provisions included in the RFP or wishes to propose an alternative, they may set forth those exceptions or alternatives. Each exception or alternative must be presented separately by stating the specific exception or alternative.

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**2.7 TOTAL RETURN**

Proposals shall show total return to McHenry County College for the services specified. Should Contractor notice obvious omissions in the outline of service, such omissions should be included and noted in Contractor's response proposal. Hidden cost(s) revealed during the performance of the Agreement will be construed as misrepresentation of service and shall void award of the Agreement.

**2.8 PROJECT CLARIFICATIONS**

If any contractor submitting a proposal for this project is in doubt as to the true meaning of the specification or other documents or any part thereof, he/she shall request clarification from the Director of Business Services, Jennifer Jones, [jjones@mchenry.edu](mailto:jjones@mchenry.edu). All requests for clarifications, or other type of communications regarding this proposal, must be submitted in writing. No questions or clarifications shall be accepted for this proposal after April 9, 2012, to allow the College sufficient time to respond. All questions shall be answered in writing through a proposal addendum, and both the question and response shall be posted at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). All addenda shall become part of the proposal/Agreement documents. The College shall not be responsible for any explanation, interpretation or communication made that does not follow this procedure.

**2.9 ERRORS AND OMISSIONS**

All proposals shall be submitted with each space properly completed. The special attention of Contractors is directed to the policy that proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation. Should a Contractor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Director of Business Services in writing, who will issue the necessary clarifications to all prospective Contractors by means of addenda.

**2.10 REJECTION OF PROPOSAL**

The Contractor acknowledges the right of the College to reject any or all proposals received, to negotiate with any contractor considered qualified, and to make award without further discussions, or to waive any informality or irregularity in any proposal received, and to accept that proposal which is considered to be in the best interest of the McHenry County College. In addition, the Contractor recognizes the right of the College to reject a proposal if the Contractor failed to submit the data required by the proposal documents, if the proposal is in any way incomplete or irregular, or if a proposal is not deemed suitable for the purpose for which it is intended by the College.

Non-acceptance of a proposal shall mean that another was deemed more advantageous to the College, or that all proposals were rejected. Contractors whose proposals are not accepted shall be notified after a binding contractual agreement between the College and the selected Contractor exists, or after the College has rejected all proposals. Notification of award to the chosen Contractor is tentatively scheduled to take place approximately sixty (60) days after the due date. The Board shall be the sole judge of whether any proposal is the most responsible or qualified. Any such decision shall be considered final.

**2.11 PROPRIETARY DATA**

All items developed and submitted in response to this Request for Proposal shall become the property of McHenry County College and the Contractor shall not use, disclose, or furnish others any information relative to such items without first obtaining the written consent of McHenry County College, and then only subject to such conditions as McHenry County College may prescribe. Any restrictions on the use of data contained within a proposal must be clearly stated on the proposal itself. Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable McHenry County College procurement regulations, available upon request. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

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However, should the determination of any proprietary information or exempt trade secrets be challenged, the College will tender the defense of the action to the Contractor's company and expect you to defend, indemnify and hold the College harmless from any and all liability including attorney's fees (5 ILCS 140/11 (1j)). All proposals indicating any such restrictions must be acknowledged in writing as a part of this proposal, that the Contractor's company will defend, indemnify and hold the College harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment.

**2.12 COMPLIANCE**

Submissions under this Request for Proposal shall be for services at least equal to or exceeding the quality and performance characteristics stated herein. The Contractor warrants that he/she is familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. Failure to provide complete documentation of the project compliance with specifications required may result in rejection.

**2.13 REGULATIONS**

Contractor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination, and intimidation of employees. Any company or organization to be awarded an Agreement for services must be in compliance with and all rules and regulations associated with the Fair Employment Practice Act, Federal E.E.O.C., Title VII of the Civil Rights Act, Americans with Disabilities Act and the Illinois Human Rights law. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

**2.14 QUALIFICATIONS**

In order for a Contractor to be considered for award, he/she must be well recognized for their Bookstore services capabilities. Contractors must possess the necessary authority to do business in the State of Illinois and present to the College as part of this proposal, its Certificate of Authority and Good Standing issued by the Office of the Secretary of State. The Contractor must be ordinarily engaged in the business of operating Bookstores on college campuses and have sufficient experience and financial resources to provide the services specified in this proposal. The Contractor shall have available adequate staff, expertise, experience, organization, and support personnel to perform this work within the time frame specified. Contractors must also adequately demonstrate the capability and expertise necessary to cope with the requirements of the work to be performed.

The Contractor must have successfully operated a Bookstore of a similar nature and size for a minimum of three (3) years and must presently be engaged in at least three (3) such operations. Comparable experience must include educational institutions at a post-secondary level with preferred enrollment of at least 12,000 FTE or Bookstore sales of \$6,000,000 or greater at a single location. The Contractor must submit with its proposal, sufficient financial information, such as a Dun & Bradstreet Supplier Evaluation Report and the most recent company annual report, to allow the College to evaluate the financial condition of the Contractor and its ability to meet the responsibilities of the Agreement.

The Contractor must submit with its proposal, references of at least ten (10) successful Bookstore operations. Additional references may be included if available. Information provided must include persons to contact with

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addresses and phone numbers, the size of the institution served (FTE students), the physical size of the Bookstore, average inventory levels, annual gross sales and other pertinent information which would aid in the determination of an experienced contractor. The Contractor shall also specify those college Bookstores, which Contractor previously held a contract to operate since January 1, 2007, but does not currently operate.

The College reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Request for Proposal.

**2.15 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of proposals. However, no proposal shall be withdrawn for a period of ninety (90) days after the date of receipt without the consent of Board of Trustees.

**2.16 ACCEPTANCE**

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein. Each Contractor by making their proposal represent that they have read and understand the proposal request and the specifications; and that they have visited the site and have familiarized themselves with the local conditions under which the services are to be performed; and that their proposal is based upon the labor and materials required to perform the work in its entirety.

**2.17 INVESTIGATION OF CONTRACTORS**

The Director of Business Services will make such investigation as is necessary to determine the ability of the Contractor to fulfill proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in this proposal. The Board of Trustees reserves the right to reject any proposal if it is determined that the Contractor is not properly qualified to carry out the obligations of the proposal.

**2.18 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP**

Each Contractor shall disclose the name of each individual having a beneficial interest of more than 7½%, in the Contractor's enterprise and, if the Contractor is a corporation, the names of all its officers and directors. Said disclosure shall be in writing and attached to the proposal when submitted. The Contractor is further obligated to notify McHenry County College of any changes in its ownership or officers at the time the change occurs.

Prior to the award of any Agreement, the successful Contractor shall certify in writing to the College that no relationship exists between the successful Contractor, its owners, partners or employees and the College that interferes with fair competition or is a conflict of interest, and that no relationship exists between the successful Contractor and another person or organization that constitutes a conflict of interest with respect to an Agreement with the College. The College reserves the right to waive this provision, in writing, if these relationships of the successful Contractor will not be adverse to the interests of the College.

**2.19 EXECUTION, NEGOTIATION AND AWARD**

McHenry County College intends to execute an agreement with the Contractor whose proposal, in the sole judgment of McHenry County College, is most advantageous to McHenry County College. Proposals from the Contractors should be submitted to McHenry County College on the most favorable terms possible from the standpoint of revenue and technical capability. The College will carefully consider all qualifications submitted with the proposal, however, such consideration does not mean that all qualifications will be accepted.

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McHenry County College reserves the right to negotiate with any proposer, accept other than the highest revenue proposal, to reject any or all proposals, and to waive any or all technicalities. Upon selection of the Contractor, McHenry County College and the Contractor will enter into a Bookstore Services Agreement.

**2.20 BASIS OF AWARD**

2.20.1 The award will be made to the Contractor whose proposal is determined to be the most responsible and qualified Contractor best meeting the specifications, needs and objectives of the College based upon evaluation of the information furnished, as required under this Request for Proposal.

2.20.2 In awarding the Agreement, the College will consider a number of factors in combination in evaluating the proposals submitted. The major factors will include the following which are not listed in order of importance:

- a) Contractor's responsiveness to College's objectives.
- b) Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provisions.
- c) Contractor's record of performance and service in post-secondary education Bookstore operations.
- d) Contractor's size, credit standing, financial record, stability, and management.
- e) Types and level of Bookstore services proposed.
- f) Contractor's pricing, buy back, exchange and refund policies.
- g) Contractor's order processing policy and delivery of textbook adoptions.
- h) Creative marketing efforts and sales promotions to increase Bookstore traffic and sales during non-rush periods.
- i) Personnel deployment aspects of Contractor's proposal.
- j) Financial offer to the College.
- k) Level of technology integration in Bookstore operations.
- l) Contractor's plan for transitioning store operations.

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

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

2.20.4 After proposals have been reviewed, visits may be made to selected institutions under Agreement with Contractors to assist the College in its choice of Contractor.

2.20.5 The College may request additional information for clarification while proposals are under consideration.

**3.0 GENERAL INFORMATION AND PROPOSAL REQUIREMENTS**

**3.1 SCOPE OF PROPOSAL**

3.1.1 McHenry County College will accept proposals for exclusive on-campus Bookstore and on-line Bookstore services combined. Contractors shall submit proposals specifying the Rental fees and/or Guaranteed Total Amount that they will pay based upon the terms and provisions of the proposal specifications

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3.1.2 During the term of the Agreement between the College and Contractor, the Contractor shall operate the College Bookstore and provide services for College students, faculty, staff, and community in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

3.1.3 Contractor shall provide the College with services usually expected of a top quality college Bookstore.

3.1.4 The Contractor shall manage and operate the College Bookstore for the purpose of providing Bookstore services to the College and for no other purposes except as may be hereinafter expressly provided.

3.1.5 On-campus retail operations are maintained on the Crystal Lake campus, first floor of Building B, Room 162. The College reserves the right to add additional locations and times as necessary to meet the needs of the students.

### **3.2 TAXES, PERMITS AND LICENSES**

The Contractor shall be responsible for obtaining, at their expense, all required permits, licenses, and bondings to comply with pertinent College, municipal, county, State and Federal laws and regulations and assume liability for all applicable taxes and assessments including, but not limited to, sales, franchise, excise, income tax withholding, social security, etc.

In the event the Illinois Department of Revenue or any other governmental agencies, assesses any sales or use tax liability, or other taxes, fines, or penalties against the College resulting from the Contractor's operation of the Bookstore pursuant to this Agreement, the Contractor agrees to defend and indemnify and hold the College, its board members, officers, and employees and each of them, forever harmless from and against any and all such taxes, fines, penalties or other costs assessed by the Illinois Department of Revenue or any other governmental agencies or incurred by the College in defending such claims.

The value of the lease, less services reimbursed to the College, is currently assessed by the McHenry County Assessor and property taxes assessed on the net difference as a result of the Contractor's operation pursuant to this Agreement. McHenry County College shall assume responsibility and be responsible for payment of such property tax assessed by the McHenry County Assessor or other governmental agency, contingent upon the Contractor's best efforts to cooperate with the College in identifying and valuing services in an attempt to genuinely minimize such taxes.

The College is exempted from all applicable Federal, State and Local sales tax. Retail sales tax shall not be included in any computation or passed on to the College in any form. The College will provide tax-exempt certificates upon written request.

### **3.3 USE OF CREDIT**

The Contractor shall make all purchases in its own name and not use the credit of the College in any manner. The Contractor alone shall be responsible for purchases and contracts made by him/her, and the College at no time and for no reason shall be responsible for any goods purchased by the Contractor, or for any other obligations or liabilities assumed or created by the Contractor. The Contractor shall not use the name of the McHenry County College, except as, from time-to-time, specifically authorized in writing, by the College through its Director of Business Services.

### **3.4 LAWS AND REGULATIONS**

Contractor warrants that they are familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts, administrative bodies, or tribunals in any manner affecting the performance of the Agreement, including without limitation, Workmen's Compensation

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Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. In addition, Contractor shall also comply with all College Board policies, procedures and regulations as may currently and/or in the future pertain to service under the Agreement. These laws, ordinances, regulations, and policies shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

**3.5 COMPLIANCE**

Contractor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination, and intimidation of employees. The Contractor must be in compliance with all rules and regulations associated with the Fair Employment Practice Act, Federal E.E.O.C., Title VII of the Civil Rights Act, Americans with Disabilities Act and the Illinois Human Rights law. Provisions of said acts are hereby incorporated by reference and become a part of this Agreement.

**3.6 INDEMNIFICATION**

The Contractor agrees to defend, indemnify and hold harmless the McHenry County College, members of its Board of Trustees, administrators, officers, agents *and* employees from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of loss or damage to any property or injury or death of any person, or in any way connected with the performance of the Agreement hereunder, or any renewal or extension thereof, whether or not caused or contributed to, by, or on account of any acts or omissions on the part of the Contractor or of any subcontractor or any of their respective agents, servants or employees or any negligence or alleged negligence on the part of the McHenry County College, the Board of Trustees, its members, individually and collectively.

To the extent permitted by applicable law, the College agrees to defend, indemnify and hold harmless the Contractor, its affiliates, directors, officers and employees from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of loss or damage to any property or injury or death of any person, or in any way connected with the performance of the Agreement hereunder, or any renewal or extension thereof; which results from or arises out of any negligence or willful acts on the part of the McHenry County College, the Board of Trustees, its members, individually and collectively.

**3.7 CONTRACTOR'S STATUS**

It is understood and agreed that nothing contained herein is intended or should be construed, as in any way creating or establishing the relationship of partners between the College and the Contractor. The Contractor is an independent contractor and in providing services hereunder shall not be deemed to be the agent of the McHenry County College. The College does not guarantee in any way, a profit to the Contractor. All persons performing work hereunder for the Contractor shall be employees or subcontractors of the Contractor, and not of the McHenry County College. The Contractor shall be as fully responsible to McHenry County College for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. The sole interest of the College in respect to performance is to ensure that duties are performed in a competent, efficient, professional and satisfactory manner.

**3.8 ASSIGNMENT AND SUBCONTRACTING**

This Agreement and the obligations contained herein and attached hereto, shall be binding upon each party and shall not be assigned, transferred, devised or subcontracted, by the Contractor in whole or in part, without the express written consent of the College, nor shall the Contractor have the right to authorize or permit the use of the Bookstore

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facilities by other third parties without the express written consent of the College through its Director of Business Services.

**3.9 TERM**

3.9.1 The Agreement awarded hereunder shall be for a fixed term of approximately five years from July 1, 2012 through June 30, 2017.

It is the intent of the College to award an Agreement to a qualified Contractor in sufficient time for the Contractor to assume operation of the Bookstore on or about July 1, 2012. The specific commencement date shall be determined by mutual agreement between the College and the successful Contractor in order to best meet the needs of the students. The actual commencement date of this Agreement shall have no impact on the Agreement expiration date of June 30, 2017.

3.9.2 At the expiration of the selected term, this Agreement may be renewed at the mutual option of both the College and the Contractor for up to an additional five (5) years, provided that renewal negotiations shall be initiated by written request of either party no less than 180 days prior to the expiration date of the Agreement, and renewal terms agreed upon no less than 120 days prior to the expiration of the Agreement.

3.9.3 The Contractor shall schedule transition of management responsibility at the end of this Agreement at the convenience of the College, resulting in an actual termination date that may vary up to 60 days after the stated termination date of June 30, 2017 at the sole discretion of the College. The Contractor shall maintain normal store hours and services throughout the last day of any transition period agreed upon, unless approved in writing by the Director of Business Services, no later than two weeks prior to the agreed upon transition date. The convenience of the students shall be the primary focus in any transition of service.

3.9.4 If the Agreement is awarded to another Contractor after expiration of the initial term of this Agreement, or any extension thereof, the College will require any new contractor to be obligated for any reasonable quantities of crested or imprinted clothing and gift items in clean saleable condition, which shall be purchased by the new contractor at actual wholesale invoice cost.

**3.10 TERMINATION**

**3.10.1 Termination Without Cause**

Either party may terminate the Agreement for any reason, provided the following procedure is followed:

- 1) Written notice must be given by the party terminating to the other party prior to the effective date of termination. The Contractor may terminate by giving not less than one-hundred-twenty (120) days notice to the College. The College may terminate by giving not less than sixty (60) days notice to the Contractor.
- 2) Termination of this Agreement by the Contractor for any reason, shall not obligate the College for any inventories, advance payments, investments made or in any other way. Termination without cause shall cancel any obligations for future guaranteed payments, unless previously notified of breach.
- 3) Termination of this Agreement by the College, prior to the expiration date of this Agreement without cause, shall not obligate the College for any inventories or advance payments except reasonable quantities of crested or imprinted clothing or gift items in clean saleable condition, which shall be either purchased by a new contractor or by the College, at actual wholesale invoiced cost. The College shall not be responsible for the undepreciated amount of any investment or leasehold improvement provided as part of this Agreement.
- 4) All written notices regarding termination shall be sent via certified or registered mail.

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3.10.2 Breach of Agreement

The College may cancel this Agreement for breach, as determined solely by the College. In the event the Contractor fails to carry out, comply or perform under the terms of the Agreement, including but not limited to, failure to consistently provide sufficient quantities of text materials, failure to provide text materials in a timely manner, failure to pay amounts when due, failure to provide sufficient insurance coverage or failure to operate in a reasonable manner for the best interests of the College and its students, the College may give the Contractor written notice of its failure to perform, and will provide the Contractor thirty (30) days to respond with a plan to correct the issue(s). If the Contractor fails to provide a suitable plan or correct the default within thirty (30) days, the College shall have the right to cancel and terminate the Agreement without additional notice.

In such case, at the College's option, the Contractor may be required to continue operation until relieved by a subsequent operator chosen by the College, for a period of up to one-hundred-twenty (120) days after receipt of such written notice. Contractor shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing the terms of this Agreement.

Upon cancellation of the Agreement due to breach by the Contractor, the Contractor shall pay the College all guaranteed payments owed for the term of the Agreement, less the value of any guaranteed payments provided by a subsequent operator for the same period. Cancellation by breach shall not obligate the College for any inventories, cash advances, investments, or leasehold improvements made or in any other way.

In addition to the rights listed above, the College may, by giving written notice to the Contractor, call for the acceleration of the Agreement's terms, and that the balance of any guaranteed payments are immediately due and payable within thirty days of the notice.

3.10.3 Premises

Upon termination of the Agreement or any renewals hereof, the Contractor shall vacate the premises and deliver premises to the College in the same condition the premises are in at the time the Contractor enters into such agreement, reasonable wear and tear excepted; provided, however, that the College, by written notice may require that any or all of the alterations, additions, and improvements to the premises *not* be removed by the Contractor, the same being a part of the premises. Notwithstanding the foregoing sentence, the Contractor shall have the right upon termination of the Agreement to remove such furniture, furnishings, equipment, trade fixtures, and other personal property of the Contractor placed in or upon the premises provided the Contractor shall, at its sole expense, repair any damage to premises caused by such removal.

3.10.4 Timely Payments and Bankruptcy

If at any time during the term of this Agreement, the Contractor fails to make timely payment of any Rental fees, or any petition of bankruptcy shall be filed by or against the Contractor, or if it shall be adjudged a bankrupt, or a receiver shall be appointed by any Court of competent jurisdiction, to take possession of this property or if it shall make any assignments for the benefit of creditors, then this Agreement shall immediately cease, terminate, and expire; and the College shall have the right forthwith, by force or otherwise, to re-enter the premises, to have, repossess, and to enjoy without liability for damages, the Bookstore space and all equipment and furniture contained therein, anything in this Agreement to the contrary notwithstanding. Contractor shall provide the College written notice of any bankruptcy filing within twenty-four (24) hours of such filing. Contractor shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing this term of the Agreement.

In the event the Contractor repeatedly fails to make timely payment of any Rental Fees, the College may give the Contractor written notice of its failure to perform, and will provide the Contractor thirty (30) days to correct the

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issues(s). If the Contractor fails to correct the default within thirty (30) days, the College shall have the right to cancel and terminate this Agreement immediately, in accordance with Section 3.10, Termination.

**3.11 LIABILITY INSURANCE**

- A) The Contractor shall secure, pay for and maintain throughout the term of the Agreement awarded hereunder and any renewal or extension thereof, such insurance as will protect McHenry County College, the Board of Trustees, its members, individually and collectively and the Contractor or any subcontractor or assignee from claims under the Workmen's Compensation Act (including Occupational Diseases and Employers' Liability Coverage), and from any other claims for damage to property or for bodily injury, including death, which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the Contractor has assumed at any and all College authorized locations. The required coverages and minimum limits of liability are set forth in paragraph B hereof and these policies shall name McHenry County College as an additional named insured to the limits set forth in paragraph B, Section #3.11. All policies shall be written with insurance companies licensed to do business in the State of Illinois. The College reserves the right to verify any information with the carrier.

Before proceeding with any work the Contractor shall furnish to the Director of Business Services, certificates of insurance executed by insurance companies approved by McHenry County College evidencing the required insurance coverages. The certificates of insurance shall contain a covenant requiring thirty (30) days written notice to the College before cancellation, reduction or other modification of coverage. The coverage is modifiable or cancellable only on written notice by registered or certified mail from the insurance companies, mailed to the Director of Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, Illinois 60012. These policies shall be primary and non-contributing with any insurance carried by the College and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Copies of these policies and receipts for all premium payments made thereon of the stated policies shall be furnished to the Director of Business Services as they become due and are paid for the duration of the Agreement. In the event that Contractor fails to maintain and keep in force fire, casualty, and general liability insurance with a legal liability endorsement thereto and worker's compensation insurance as herein provided, the College shall have the right to cancel and terminate this Agreement immediately.

B) <u>Coverage</u>	<u>Minimum Limits of Liability</u>
1. Workmen's Compensation and Occupational Disease	Statutory Limits
2. Employer's Liability	\$500,000 each accident
3. Comprehensive General Liability (including Blanket Contractual Liability and Products Liability)	
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence

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\$1,000,000 aggregate

4. Excess Liability

\$5,000,000 Umbrella

5. Automobile Liability Insurance shall be carried to cover any liability arising out of the use of any automobile. This insurance shall cover owned, non-owned, leased and hired automobiles to protect claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. Combined Single Limit of \$1,000,000 for both bodily injury and property damage.

C) The insurance shall be executed by insurance companies (1) approved by McHenry County College and (2) having a policyholder's and financial rating not lower than "A VI" in the latest edition of Best's Insurance Guide and (3) authorized to do business in the State of Illinois.

D) All supplies, fixtures, equipment, products and receipts furnished or received in connection therewith pursuant to the Agreement, shall remain the property of the Contractor. The Contractor shall, at its expense, provide fire insurance and extended coverage in the amount sufficient to cover the value of inventory, equipment and other property owned by the Contractor, and such other insurance as it considers necessary to protect itself from loss due to damage to, or destruction or theft of any such supplies, fixtures, equipment, products or receipts. McHenry County College shall not be liable to the Contractor, or any person, for any such loss.

E) It is expressly agreed that the College shall be totally relieved from any liability to compensate the Contractor for any property damage incurred by the Contractor as result of fire, water, vandalism, or any other natural disaster. The parties agree that Contractor's general liability and property insurance shall be the sole source of compensation for the Contractor in the event of a loss resulting from a physical or natural disaster.

### **3.12 PROPRIETARY DATA**

During the term of this Agreement, McHenry County College acknowledges that it may acquire or obtain access to Proprietary Information of the Contractor. As used in this Agreement, "Proprietary Information" shall mean trade secrets or confidential information related to the business of the Contractor or its affiliates which includes, but is not limited to, technical and non-technical data related to the operations, computer programs, software, videotapes, methods, techniques, processes, finances, actual or potential customers and suppliers, existing and future products, procedure and/or personnel manuals and employees of the Contractor and its affiliates. Proprietary Information also includes information, which has been disclosed to the Contractor by a third party, which the Contractor is obligated to treat as confidential.

All Proprietary Information and all physical embodiments thereof are confidential to and will remain the sole and exclusive property of the Contractor. In the event the College receives, obtains access or otherwise is exposed to any Proprietary Information, the College will, and shall cause its officers, employees and agents to, (1) hold the Proprietary Information in trust and in strictest confidence, (2) not produce, use, distribute or otherwise disseminate the Proprietary Information or any physical embodiments thereof; except to the extent necessary to aid the performance of the Bookstore operation, and (3) otherwise protect the Proprietary Information from disclosure.

However, should litigation be initiated by any party challenging the determination of exempt trade secrets and Proprietary Information, the College will tender the defense of the action to the Contractor to defend, indemnify and hold the College harmless from any and all liability including attorneys fees (5 ILCS 140/11 (I)). Should the Contractor fail to undertake the defense of any such action, the College may without any liability elect to turn over the documents to the person or persons so requesting the alleged exempt trade secrets or Proprietary Information.

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The Contractor will defend, indemnify, and hold the College, its officers and agents harmless from any and all claims arising under the Freedom of Information Act which may disclose any of the Contractor's Proprietary Information whether disclosed to the College within this Agreement, the Request for Proposal, the Response or otherwise.

**3.13 ORCE MAJEURE**

Neither party shall have any obligation to the other for its inability to perform its obligations hereunder by reason of fire, flood, unanticipated labor disputes, federal, state or local legislation, or regulations issued in connection therewith, or for any other reason beyond the party's control, provide that the affected party uses its best efforts to thereafter renew its performance hereunder as expeditiously as possible.

**3.14 EXECUTION OF AGREEMENT**

The Contract will be in the form of an Agreement. Within thirty (30) calendar days after award, Contractor will furnish insurance documents as required in Section #3.11. The Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

The Agreement with the successful Contractor(s) will incorporate all of the specifications, requirements, terms, conditions, and provisions included in the RFP and any addenda thereto, and any additional elements of the Contractor's proposal which the College deems relevant for inclusion. The Contractor will be expected to properly and promptly execute this Agreement with the College.

**3.15 RENTAL FEES**

In consideration of the rental space and service provided by the College, and other rights and privileges conferred upon the Contractor by this Agreement, the successful Contractor agrees to pay as rent to McHenry County College, based on a percentage of annual net sales with a minimum Guaranteed Total Amount in accordance with section 4.16

McHenry County College requests that the Rental fees proposed to be paid to McHenry County College should be clearly outlined, describing in full detail the parameters the fees are based on and supported by pro forma information. The specific Rental Fee proposed will be submitted by the Contractor as part of the proposal response in Section 6.20.

**4.0 BOOKSTORE OPERATIONS**

The requirements contained in this proposal shall apply to proposals for an exclusive combined on-campus and on-line Bookstore agreement. Contractors submitting proposals for either a separate on-campus or separate on-line Bookstore proposal shall also incorporate these same requirements as applicable. It is the College's preference to award a single combined Bookstore services agreement.

**4.1 OBJECTIVES**

The College's objectives for the Bookstore operation and services are to support the College Philosophy and Mission by providing the College community with the optimum range of merchandise, services, and pricing expected from a quality academic Bookstore, as indicated below. Contractor shall use their best efforts to support, uphold, and contribute to the objectives of McHenry County College in the fulfillment of this Agreement.

**4.1.1 Books**

- a) To have sufficient quantities of specified textbooks, including course packets and related supplies

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and materials, as required or recommended by the faculty for academic courses, available for purchase by the students at the specific times the items are required per this Agreement.

- b) To provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the College.
- c) To provide timely response to customers requiring special order literature and other such material.
- d) To provide textbooks, including course packets and other merchandise to the College community under pricing policies that are both fair and competitive with other college Bookstores and also with retail establishments in the surrounding area.
- e) To minimize out-of-stock situations on textbooks.
- f) To make maximum possible use of used books in order to decrease book costs to students.
- g) To ensure that the specified edition is available for sale.
- h) To promptly notify the faculty and associate deans of situations where the edition has changed, is out of print or is no longer available.

**4.1.2 Merchandise**

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

**4.1.3 Service**

- a) To provide courteous and helpful service to all customers.
- b) To provide for efficient customer traffic flow during rush period.
- c) To provide multiple channels of distribution which meet the varied needs of students.
- d) To meet the community needs for access to handicapped students and all ADA requirements.
- e) To provide appropriate service programs which are responsive and sensitive to the needs of students, faculty, and staff and compatible with the educational and cultural objectives and atmosphere at the College.
- f) To become involved in the academic, cultural, and social environment of the College taking advantage of opportunities to offer special merchandising and/or assistance based upon the College's ongoing and unique activities.
- g) To utilize new and emerging technology to improve the services of the Bookstore.

**4.1.4 Marketing**

- a) To offer a continuous program of marketing and promotional initiatives to promote sales of both textbooks and non-textbook merchandise.
- b) To provide special promotions frequently throughout each year of the Agreement.

**4.2 SERVICES, CHARGES, AND DISCOUNTS**

4.2.1 Contractor shall provide Bookstore services for the College in the existing Crystal Lake campus location. The Contractor shall also provide for sales of textbooks and other educational materials required for off-campus courses at satellite instructional sites as designated by the College. Contractor sales handled at any of these locations shall be the sole responsibility of the Contractor and shall include transportation and delivery expenses related to providing such services. Any consignment sales of textbooks or any other materials consigned to other than the Contractor's employees, shall be done by mutual agreement between the Store manager and the individuals concerned. McHenry County College will assume no responsibility, other than making space available for the sale of the books or any other materials.

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Contractor shall provide sales of textbooks at additional or different satellite locations as determined mutually by the Contractor and the College to meet the needs of the student population.

4.2.2 Contractor shall provide a Bookstore website for access by students to order textbooks and other course materials and obtain pertinent information on the worldwide web. The website shall include a user-friendly web-based on-line ordering system which incorporates the text and course materials to the section level. The system should allow the College to provide course section level data, which can be imported and exported to and from the system. Contractor shall be responsible for all design, maintenance and support of the website and periodically assess and update the site to meet student needs. The website design shall be easy to navigate and provide a state-of-the-art order processing and fulfillment operation. The website shall contain at a minimum the following on-line features:

- a) A "shopping cart" concept to accumulate the order and provide cumulative pricing information.
- b) Identify the College's booklist information by department, class and section to facilitate the sale.
- c) Provide information about current availability, cost, and ISBN number of each title.
- d) Search general book features by title, author, and ISBN.
- e) Provide for charge sales through major credit cards consistent with types utilized in the on-campus Bookstore.
- f) Provide electronic confirmation notice with unique identification number.
- g) Provide a process for canceling orders prior to shipping.
- h) Order status tracking capability.
- i) Provide electronic notification of any order or delivery problems.
- j) Identify a telephone number, e-mail address and mailing address for customer service concerns. If the customer service telephone number is outside of the Chicago Metro calling area, a toll free number will be provided.
- k) Provide a secure environment for the transmission of confidential information over the internet.

Contractor shall provide adequate services to minimize customer delivery time and to maximize customer convenience. The Contractor may hold all on-line orders until two (2) weeks prior to the start of a term. After that time, the Contractor shall ship all previous orders and any new orders received within 24 hours of receipt of order. The Contractor shall provide electronic order confirmation notification within 24 hours of receipt of order and electronic notification of any order processing or delivery problem to the customer within 24 hours of origination of the problem. Such notices shall detail the cause of the problem, the anticipated duration until the problem is resolved and instructions for canceling the order if desired. Normal shipping shall be made via UPS Ground or comparable service. Contractor shall provide a premium shipping service for 2nd day and next day delivery. Contractor shall provide a printed receipt reflecting the sale with all shipments. Each shipment shall also contain instructions for returning merchandise and a mailing label provided with the original packing slip for such purposes. Actual charges for orders shall not be incurred until the date the book(s) or materials have shipped. Pricing for shipping services shall conform with pricing outlined in Section 4.5, "Pricing and Refund Policies". The College shall reserve the right of final determination as to whether Contractor's actions are sufficient.

4.2.3 Contractor shall stock in sufficient quantities, display, and offer for sale:

- a) All required, recommended, and suggested text and course books, both new and used if available, in the editions specified by the College and all other required, recommended, and suggested course-related supplies and materials.
- b) Other educational materials and supplies used by the College's students in pursuing their courses.
- c) Merchandise such as books, magazines, greeting cards, soft goods, stationary, imprinted sporting goods, other emblematic merchandise, desk accessories, software, software reference books, computer supplies and accessories and other items normally sold in a college Bookstore, to the extent that the sale of such items is compatible with the educational mission of the College and the Bookstore's purposes.
- d) Supplies used by faculty and staff of the College.

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- e) Food and other items only with specific prior approval by the College's Director of Business Services. Pricing on all food items shall be priced no less than the current price of the comparable item sold through Dining Services locations.
- f) Other services for the convenience of students.

4.2.4 Contractor shall provide, support and maintain a store website that provides operating information pertinent to the Bookstore operation. Information shall include, but not be limited to hours of operation, refund policies, store directory, book ordering options, store management and customer service contact information. The website shall provide a link to the Bookstore's on-line textbook ordering system.

4.2.5 Contractor shall provide alternative delivery services for text materials through mail order shipping as well as a textbook reservation system for pick-up of text materials ordered by telephone, FAX or e-mail. The Contractor may not charge any additional service charges for these orders except for actual shipping costs. All orders for mail order delivery shall ship within one (1) business day of receipt of order and required information. Normal shipping shall be made via UPS Ground or comparable service. Contractor shall provide a premium shipping service for 2nd day and next day delivery. Pricing for shipping services shall not exceed the actual shipping charges from the carrier service.

All orders for textbook reservation pick-up shall be made available within one (1) business day of receipt of order and required information or as scheduled by the customer. Orders for textbook reservation pick-up may be placed up to 4 weeks in advance of the beginning of each term. The Contractor shall have orders ready for pick-up no later than the first day of classes for each term and designate a space for pick-up of reserved orders that is separate from the daily walk-in customers to minimize transaction time. Textbook reservation orders that are not claimed by the end of the first full week of the term may be canceled and returned to the general inventory.

4.2.6 The Contractor shall provide notification of any order processing or delivery problem to the customer within one (1) business day of receipt of order. Such notice shall indicate the cause of the problem, the anticipated duration until the problem is resolved and instructions for canceling the order if desired. Credit card transactions may not be recorded prior to the time of shipping or actual pick-up.

4.2.7 Contractor shall provide special order services for books and other merchandise not ordinarily in stock for students, faculty, and staff, and make every effort to obtain the earliest possible delivery. The Contractor shall not charge any type of fee for this service, however, appropriate deposits may be required by the Contractor for its protection.

4.2.8 Contractor shall maintain a quality trade book inventory which is current, relevant and supportive of the curriculum and interests of the faculty, students and staff. The Contractor agrees to be responsive to advice relative to the stocking of tradebooks.

4.2.9 Contractor shall provide a service to facilitate the obtaining of permission to use copyrighted materials for the purpose of compiling specialized course materials. The costs for such service shall be fully incorporated into the selling price of the material. Contractor shall also provide for the production and duplication of all requested course packets and custom publishing according to Copyright law, using the same pricing policies that are applicable in Section 4.5 "Pricing and Refund Policies." Course packets may include, but are not limited to, course syllabi, supplemental anthologies of articles, or other materials gathered by a faculty member, which may be in the form of electronic or printed mediums, either on campus or through a custom publisher.

4.2.10 Contractor shall provide for the sale of College produced educational materials. Educational materials may include, but are not limited to, instructional audio tapes for language arts, independent learning and telelearning courses offered by the College each term. The Contractor shall order and purchase audio tapes and/or other educational materials produced by the College. All audio tapes shall be sold at a price, negotiated with the College, to cover any reasonable handling fees, but shall not include any direct profit. In return, all obsolete or defective

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audio tapes shall be returnable to the College for full credit. These sales shall be considered discounted sales and excluded from net sales.

4.2.11 Contractor shall provide text materials for various high school and other youth education programs offered by the College throughout the year. Subject materials in the Youth Education program include math, science and computers to art, reading and foreign languages at the high school level. Peak enrollment is experienced during the summer term with over 100 classes offered that require textbooks to be purchased with class sizes ranging from 8 to 16 students per class.

4.2.12 The Contractor shall provide the sales of keepsake, souvenir or disposable graduation cap and gowns, when requested by the College. These services will be treated as regular sales under the Agreement, and subject to rent commissions. Mark-up on student cap & gowns shall be in accordance with pricing policies contained in Section 4.5.1 of the Agreement. The Contractor shall be responsible for ordering, providing, measuring, selling and distribution of disposable student cap & gowns for commencements in accordance with a master contract established by the College. Delivery of student cap & gowns are to be received six weeks prior to commencement to provide sufficient time for sales and distribution to students. Cap and gowns may be ordered by the College under a separate contract as determined by the College. The Contractor may also serve as receiver and distributor of faculty graduation regalia as requested by the College.

4.2.13 Contractor shall provide additional staff and additional cash registers or point of sale equipment in sufficient numbers to minimize customer traffic flow problems and to maximize customer convenience during rush periods. The Contractor shall strive to achieve a wait time for customers of less than 15 minutes. The College shall reserve the right of final determination as to whether Contractor's actions are sufficient, while concurrently taking into consideration the space limitations within the existing Bookstore locations.

4.2.14 In support of the College's educational, cultural, and other programs, the Contractor shall provide services in other locations on campus or other College controlled property in connection with special College events (i.e., symposia, lectures, concerts, athletic events) subject to advance College approval.

4.2.15 Contractor may provide and operate a Central Stores operation that sells and delivers a wide variety of supplies to the College Departments. All deliveries must be delivered to the individuals' desktop and accompanied by individual packing slips and must be signed by the recipient. Such supplies shall be priced competitively with the local market. The Contractor shall provide next day notice of any out of stock or backordered items.

Contractor shall bill the College directly for all Bookstore purchases and services provided to College departments, offices, and College funded student organizations, and the College shall pay Contractor within thirty days after receipt of the invoice. Contractor shall bill the College on a monthly basis, detailing the invoice by department budget account with summary, and providing monthly usage reprints. All billings shall be submitted to the Director of Business Services by the 20th calendar day of each month for approval.

The College shall grant the Contractor the right to sell supplies under this Agreement, however, this right is not exclusive and Contractor acknowledges that the College may enter into an agreement with another entity to provide such service at its sole option.

4.2.16 Contractor shall provide a continuous used book buy-back program and shall buy back textbooks no longer needed by the students, during normal Bookstore hours, at the end of each term and every day the store is open. Adopted textbooks, in acceptable condition, will be purchased in accordance with pricing policies per Section 4.5.3 of this Agreement. The Contractor shall have a written buyback procedure that provides for consistent levels of service.

The Contractor may differentiate between new and used selling prices if the buyback policy is prominently posted in all areas where buybacks occur. Such posting shall include at a minimum the following information:

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The Bookstore will pay up to 50% of the purchase price of a book as follows:

- Books purchased as new will be bought back at up to 50% of the new price;
- Books purchased as used will be bought back at up to 50% of the used price;
- Used books will be sold at 75% of the new price.

4.2.17 Textbooks that originally contained electronic media may be bought back from students provided that the Contractor repackages these texts with new electronic media to restore the item to the equivalent contents of new texts being offered for sale.

4.2.18 The Contractor shall be responsible for the disposition of any surplus books or other distress merchandise acquired regardless of the cause.

4.2.19 Contractor shall provide for direct billing of sales to the College for materials sold for official use by College departments, offices, and College funded student organizations, when purchased in accordance with the College standard purchasing procedures, billed monthly and payable thirty (30) days from the statement date.

4.2.20 Contractor shall provide for charge sales of all Bookstore merchandise through major credit cards including American Express, Discover Card, Master Card and Visa, and consistent with types utilized by the College. The College encourages the Contractor to accept debit cards in addition to credit cards for student purchases.

4.2.21 Contractor shall accept personal and College checks from students, faculty, and staff in reasonable amounts in relation to purchase amounts, subject to appropriate identification and credit checks.

4.2.22 The collection of payments, either directly at the time of sale or through charges or invoices, from the sale of all Bookstore merchandise and services to individual College students, faculty, and staff for their personal use, and to any other non-College customers shall be the responsibility of the Contractor.

4.2.23 Contractor shall provide an automated process to transfer pertinent account information between the College's Datatel financial aid system and the Contractor's POS system to facilitate the timely processing of student book purchases. This system shall link the College's financial aid system to the Contractor's POS system, populating necessary student data for the accurate and timely transfer of financial aid awards on at least a daily basis. The Contractor shall accept electronic vouchers for all student purchases for books and supplies as authorized by the College. The Contractor will provide the necessary documentation to the College for payment of these authorizations for students on financial aid or receiving funding from a third party.

4.2.24 Contractor shall provide a minimum of 10% discount on purchases exceeding \$1.00, including adopted textbooks, retail books, and other non-sale merchandise to all budget units of the College and to College faculty, staff and authorized student employees. Purchases for budget units of the College shall exclude purchase of textbooks or text materials for distribution or resale to students or other non-college entities. Employee purchase of textbooks may be limited to a single copy for personal use. Hardware, software, tapes, CDs, and sale merchandise may be exempt from the discount. Student employees shall be eligible for a 10% discount on textbooks only.

4.2.25 Contractor shall provide a detailed sales receipt to the customer for all sales transactions.

4.2.26 Contractor shall assist and support College student organizations and student activities whenever possible with respect to Bookstore services and merchandise. This could include, but not be limited to, sale of merchandise at cost and donations of merchandise for student events and activities as approved by the Director of Business Services.

4.2.27 The College shall grant the Contractor the right to sell College licensed products; however, this right is not

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exclusive. The Contractor agrees to purchase materials, goods, promotional items and/or advertisements bearing the name, seal, logos and other indicia of the College from appropriate trademark licensees, that are in accordance with College guidelines.

The Contractor shall not knowingly buy products from manufacturers who are using poor or dangerous working conditions. The Contractor shall immediately cease buying products from manufacturers who have been identified as using sweatshop labor from a legitimate source or upon request by the College.

The Contractor shall support industry wide labor standards and codes of conduct for the manufacturing of apparel and other items sold in college Bookstores, as developed by the Apparel Industry Partnership, U.S. Department of Labor, Fair Labor Association or comparable group or agency that meets the needs and concerns of the students.

4.2.28 The College reserves the right to exercise its judgment in respect to any item(s) that may be offered for sale which, in the College's view, might be considered objectionable. In such cases, the College may prohibit both the display and sale of any objectionable item(s). Such College requests shall be based on any reasonable grounds including, but not limited to, perceived safety, health, or security concerns; competent legal counsel, or with respect to items affecting the education program. The decisions of the College in respect to such matters shall be final and conclusive.

4.2.29 The Contractor shall establish and implement quality assurance programs that respond to serving the needs of the College. The Contractor shall conduct annual customer satisfaction surveys to provide a measure of operational success with the community being served and identify measures for continuous improvement. Such surveys shall include a representative sample of the target population(s). A report shall be submitted on an annual basis to the Vice President for Administrative Services summarizing the survey and plans for any proposed improvements.

4.2.30 Contractor shall provide an automated link to the Contractor's on-line textbook system to facilitate student's on- line book purchases. This system shall link from the College's registration system to the textbook ordering system, populating all textbook requirements, schedule information, and student statistics without re-entering data.

4.2.31 Contractor shall provide an automated textbook inventory system feature integrated into their textbook sales and ordering systems. The system shall track textbook sales, inventory levels and automatically reorder to ensure books and merchandise are always in stock. The system shall keep historical information for a minimum of 18 months.

4.2.32 Contractor shall be knowledgeable about changing college Bookstore trends, new marketing ideas, new merchandise items, and changes evolving throughout the general Bookstore industry. Contractor shall respond to these changes with appropriate programs and activities in addition to on-going promotional themes.

4.2.33 The Contractor shall provide additional Bookstore services as are reasonably requested by the College and may propose additional services to the Director of Business Services for approval.

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**4.3 HOURS OF SERVICE**

4.3.1 The Contractor shall establish a schedule of store hours which are convenient to students, College staff members, and others, and shall adjust these hours at the beginning of each academic term as requested by the College through its Vice President for Administrative Services. The Contractor shall, at a minimum, adhere to the following hours of service:

- A) Crystal Lake Campus - **Regular Hours**- Commencing the second full week of each academic term ending on the last day of final **examinations**:

Monday - Thursday	8:00 a.m.- 7:30 p.m.
Friday	8:00 a.m. - 4:30 p.m.
Saturday	1 <sup>st</sup> Three and Last Two of Fall & Spring Semesters 8:30 a.m. - 1:00 p.m
Sunday	CLOSED

Hours may be modified upon mutual agreement between the Contractor and the College, and if sufficient rationale exists to support such requests.

- B) Hours for all satellite locations shall be negotiated between the Contractor and the College to meet the needs of the students at these locations.

4.3.2 The Bookstore may be closed on all College Holidays.

4.3.3 The Contractor shall provide on-line Bookstore services for all classes on a 24-hour by 7-day basis.

4.3.4 The Contractor shall provide additional hours of service in the Bookstore during other days and times or in other locations that are consistent with other college service areas, as is reasonably requested by the College.

4.3.5 Any requested changes in all above hours of service in the Bookstore must be approved in writing by the College, one hundred twenty (120) days in advance.

4.3.6 The Bookstore shall remain open during normal hours for purposes of inventory.

**4.4 TEXTBOOK SELECTION AND ORDERING PROCESS**

4.4.1 It shall be mutually agreed and understood, that the selection of course texts and text quantities shall be the exclusive decision of the faculty members or associate deans, and as an academic matter, selection shall not be within the discretion of the Contractor.

4.4.2 In the provision of books, supplies, and materials, the Contractor shall provide a procedure for ordering textbooks and materials for each term, in a format and time schedule acceptable to the College. The College that the Contractor provide a process accomplished through a web based order entry system, provided by the Contractor, however, Contractor shall not require use of such a system. The system should allow the College to provide course section level data which can be imported and exported to and from the system and provide ease of use with minimal training to learn how to utilize the system. Contractor shall be responsible for all costs associated with any system implemented including maintenance, support, training or preparation and distribution of any forms, manuals or training materials required.

4.4.3 Contractor shall advise faculty and administration no less than two weeks prior to the deadline for ordering textbooks and provide confirmation of all textbook requisitions received. In addition, the Contractor shall annually inform

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faculty and administration regarding the benefits of timely adoption through methods deemed appropriate such as orientation materials, flyers or special e-mails.

4.4.4 The Contractor shall advise faculty and administration on a bi-weekly basis of any missing textbook adoptions. Such notice shall commence starting no later than two (2) weeks after each established adoption due date and continue until the time at which 95% of all textbook adoptions have been received by the Bookstore or two (2) weeks prior to the beginning of the term. This communication shall be provided to the appropriate division secretary, associate dean, dean, vice president and College Liaison each time the list is updated.

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

- For the fall semester, beginning in August on or before **April 15**.
- For the spring semester beginning in January on or before **October 15**.
- For the summer semester beginning in May on or before **March 15**.

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

4.4.6 Contractor agrees to accommodate any modifications in the schedule resulting from authorized changes in the College calendar and in the schedule of classes.

4.4.7 The Contractor shall make every effort to insure that, for all requisitions which are received from the College by the specified due date, said books will be available in the Bookstore no later than two weeks prior to the first day of classes for each term. All text orders submitted on time by the College shall be shipped next day air delivery, at the Contractor's expense, if shipping less than 2 weeks prior to the start of a term. These additional shipping costs shall be fully absorbed by the Contractor and shall not be included in the calculation of textbook sales prices or reduce the financial return to the College.

4.4.8 The Contractor shall order all texts at 100% of the quantities requested on the text adoption forms for the first full year of the Agreement, unless specific written authorization is received from the appropriate faculty member or associate dean for that area to decrease this quantity. The College reserves the right to negotiate this percentage during the term of the Agreement if sufficient order history exists. The Contractor shall continue to order at 100% in subsequent years unless specific authorization is requested in writing by the Contractor, and such request is approved by the College Liaison in writing to change such percentage. Contractor shall continue to notify the College Liaison when decreasing any requested quantity by more than 20%.

4.4.9 The Contractor shall order all text and course materials for text adoptions received on time, no later than seven (7) weeks prior to the start of the Fall, Spring and Summer terms.

4.4.10 The Contractor shall provide the College Liaison with a complete compiled listing of all textbook ordering data for an academic term, in either a paper or electronic format as requested by the College, no later than the start of each term. The College will use its best efforts to maintain the confidentiality of the information and the Contractor shall be responsible for marking any documents generated under this agreement as such. Contractor agrees to defend any challenge in accordance with Section 3.13, Propriety Data.

4.4.11 The Contractor shall provide timely reports to associate deans, faculty members and other designated staff as appropriate on the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, out of stock, etc. The Contractor shall make best

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efforts to obtain status information at least four (4) weeks prior to the beginning of each term. Notices shall be sent out no later than 3 working days from receipt of such information by the Bookstore. Periodic reports shall be made until textbooks have been received or the request has been canceled by the College.

The Contractor shall also provide alternate types of notification during the summer term to ensure adequate notice is provided for faculty who may not be on campus during the summer term.

4.4.12 The Contractor shall provide a weekly written communication on the status of all out of stock texts beginning two (2) weeks prior to the start of each quarter and continuing on a cumulative basis until all text issues are resolved. This communication shall be updated at least weekly to include updated status information and any new items that have sold out. The communication shall contain at a minimum the course number, course name, author, text title, adoption date, order date, date of receipt, anticipated ship date, explanation of problem and any other comments applicable to the situation. All updated communication shall identify the divisions that experienced revisions as well as highlighting the revisions on the status report. This communication shall be provided to the appropriate division secretary, associate dean, dean, vice president and College Liaison each time the list is updated. In addition, the Contractor shall provide notice of all text titles received any time after 2 weeks prior to the start of a term.

4.4.13 The Contractor shall not be responsible for books or other items not being ready for sale to students due to the failure of the College to submit timely order requests. However, the Contractor shall make every reasonable effort to supply books and other items requested, even when such requests are not timely. The Contractor shall submit all late orders via phone, fax or similar direct electronic communication system within 5 working days of receipt of text adoption form. All text orders submitted late by the College shall be shipped UPS Ground or comparable service unless specifically requested and paid for by the College. The College shall be charged only for the additional costs beyond the normal shipping method.

4.4.14 Contractor shall be committed to immediate re-order of all textbooks that are out of stock, with next day air delivery. These additional shipping costs shall be fully absorbed by the Contractor and shall not be included in the calculation of textbook sales prices or reduce the financial return to the College.

The Contractor shall post information regarding status of out of stock required textbooks on each title as appropriate. This information shall include the date the book was reordered and the anticipated date of receipt in the Bookstore when reasonably known by the Contractor.

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

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

4.4.17 The College shall provide the Contractor access to the College's e-mail system for purposes of communicating Bookstore related information. Contractor shall be subject to all College computer usage and security policies and procedures.

4.4.18 Subject to the provisions of state and federal laws, the Contractor will have access to all the College's data pertaining to such information as book adoptions, class schedules, enrollment levels, etc. for internal use only. The Contractor shall be solely responsible for any unauthorized or unprivileged use or distribution of such student information. The Contractor is encouraged to be proactive rather than reactive in regard to changes in enrollment levels or increases in class sections, etc. Any data provided to the Contractor in connection with this Agreement shall remain the property of the College and shall not be used by the Contractor for purposes other than the fulfillment of this Agreement.

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**4.5 PRICING AND REFUND POLICIES**

4.5.1 While sales prices shall be determined by the Contractor, merchandise sold through the or on-line website shall be uniformly priced at all locations or service points, competitive to the local area, and generally not to exceed the industry's normal pricing procedures.

The Contractor shall operate according to the following pricing policies, or propose improved pricing alternatives as part of their proposal response.

a) New Textbooks (with Suggested Retail Price)

Contractor shall sell new textbooks, which are shipped from publishers with a suggested retail price and invoiced at a regular discount from this suggested retail price, at a price no higher than the publisher's suggested retail price, or at a price based on a gross margin on net cost exclusive of shipping, not to exceed 20%, whichever is lower. Gross Margins shall be calculated as net sales minus cost of goods sold and shall be in accordance with National Association of College Stores (NACS) guidelines [ex. Selling price = Net cost (excluding shipping) divided by .80]. Lower mark-ups are encouraged.

In addition, shipping costs may be added to the selling price of a textbook on a pass-through basis with no margin or mark-up applied. Contractor may utilize a percentage add-on for shipping based on McHenry County College's historical shipping costs of the prior fiscal year. This percentage shall be reviewed and revised periodically by the Contractor or upon request by the College.

In the event that the publisher imposes a non-returnable or return-restricted policy on non-standard textbooks (course packs, packages, sets, or bundles of text materials that are not effectively eligible for buyback), a pass-through cost for restocking fees and return penalties may be added to the selling price. The Contractor may utilize a percentage add-on for restocking fees and return penalties based on the Contractor's national average for the prior fiscal year. This percentage shall be reviewed and revised periodically by the Contractor or upon request by the College. Contractor shall provide the College with a list of publishers that impose non-returnable and return-restrictive policies on a periodic basis, typically at the mid-point of each term.

Final selling price of textbooks shall be calculated using the determined margin with shipping, return, and re-stocking charges included as a pass-through and then rounded to the next highest interval of no more than \$.05 (only after margin is calculated and pass-through costs are applied). However, Contractor may utilize a formula with adjusted percentages for shipping, return, and re-stocking charges that equal the same cost. The Contractor shall provide sufficient documentation to support the calculation of any pass-through cost if requested by the College.

b) New Textbooks (Net Priced)

Contractor shall sell new textbooks, which are shipped from publishers without a suggested retail price and invoiced at a net cost, or at a price based on a gross margin on net cost exclusive of shipping, not to exceed 205%. Gross Margins shall be calculated as in Section 4.5.1.a and in accordance with National Association of College Stores (NACS) guidelines. Lower markups are encouraged.

c) Used Textbooks

Contractor shall sell all used textbooks in saleable condition, whether cloth, paperback, or otherwise, at a price of no more than 75% of the current retail new selling or publisher's list price, whichever is lower.

d) Trade Paperback Technical Reference Books

Contractor shall sell all trade, paperback, technical, and reference books at a price based on a gross margin on net cost exclusive of shipping, not to exceed 30% or no higher than the publisher's suggested retail or list price, whichever is lower.

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- e) Non-Book Merchandise  
Contractor shall sell all non-book merchandise at prices based on markups or margins not higher than the normal gross profit margins for such merchandise within nationally accepted standards for such pricing with respect to the college and university market and that are competitive to the local area.
- f) Non-Book Merchandise (Net Price)  
Contractor shall sell all net priced non-book merchandise at prices based on markups or margins not higher than the normal gross profit margins for such net priced merchandise within nationally accepted standards for such pricing with respect to the college and university market and that are competitive to the local area.
- g) Hardware/Software/Electronics  
Contractor shall sell all computer hardware/software or electronics at or below the manufacturer's academic or educational resellers suggested price, whichever is lower. In the absence of academic or educational pricing, margins shall not exceed the current National Association of College Stores (NACS) median margins for each category.
- h) Shipping  
Contractor shall charge a graduated scale shipping charge, based on weight or value, for web orders or alternative delivery services. Contractor may charge only actual shipping costs on orders. Shipping for standard, 2nd day or overnight delivery shall not exceed normal industry pricing for comparable service.

4.5.2 The College may request evidence that the above pricing policies are being followed. The Contractor shall not unreasonably deny such request and such information must be provided at the earliest possible time following its receipt of the College's request.

4.5.3 Used books shall be purchased from students at the highest market value consistent with adoption information, inventory status, and condition. The Contractor shall purchase used books from students on a continuous basis, according to the following policies:

- a) If the Contractor has a textbook requisition indicating that a book will be a course adoption for a following term, it will pay no less than 50% of the new selling price. A lesser amount may be paid only if copies required for textbook requisitions are filled from used book sources or if a book is in substandard or unusually poor condition.
- b) If the Contractor does not have information as to the future use of a book or if the book will not be used in a following quarter, or will shortly be replaced by a revision announced by the publisher, the Contractor shall pay at prices in accordance with their general market value, as listed in a textbook buying guide which the College and the Contractor agree to use for this purpose. The buying guide may be the Contractor's most recent textbooks buying guide that is constantly revised to ensure current prices.
- c) The Contractor shall not buy back as used books such books that can be identified by the Contractor as complimentary, not for resale books which publishers have provided to faculty members.
- d) The Contractor shall prominently post the buyback policy in all areas where buybacks occur. Such posting shall include at a minimum the following information:

The Bookstore will pay up to 50% of the purchase price of a book as follows:

- Books purchased as new will be bought back at up to 50% of the new price;
- Books purchased as used will be bought back at up to 50% of the used price;
- Used books will be sold at 75% of the new price.

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4.5.4 The Contractor shall make every possible effort to maximize used book sales by retaining used-books purchased at the College, if required for the following term, and by purchasing or acquiring used books from other Bookstores and companies, if necessary. The Contractor shall use their best efforts to provide reports indicating quantities of used books purchased by title, as requested by the Contract Liaison.

4.5.5 The Contractor shall provide for a refund of purchases according to the refund policy as follows:

- a) New textbooks must be in new condition.
- b) Defective textbooks, course materials or other merchandise shall be replaced at no cost.
- c) A valid cash register receipt or other proof of purchase must accompany requests for refunds or adjustments.
- d) New and used textbooks and all other required course materials, in unused condition, may be returned for full refund within the following periods:
  - i) 14 calendar days from the first day of each term that the book was purchased for all terms of 12 weeks or greater.
  - ii) 12 calendar days from the first day of each term that the book was purchased for all terms of less than 12 weeks and greater than 8 weeks.
  - iii) 10 calendar days from the first day of each term that the book was purchased for all terms of 8 weeks or less.
  - iv) Exceptions shall be allowed for classes that begin after the normal start of any full term. Such refunds shall be allowed the same number of calendar days from the scheduled first day of the class, as provided for classes starting at the beginning of that term.
- e) Clearance items, tradebooks, final sale textbooks, opened software or electronics shall be neither returnable nor refundable. These items shall be exchanged for like items when there is an issue of quality or defect.
- f) All other books, supplies, and merchandise may be returned in unused condition for full refund anytime within 30 calendar days from the date of purchase, with receipt.
- g) Refunds shall be issued in the same form that sales were made, i.e. cash for cash, etc.
- h) Exceptions shall be allowed for medical reasons, classes officially dropped by the end of the third week of the term, or other reasons as approved by the Vice President for Administrative Services.
- i) No textbook refunds shall be permitted during the last week of classes or during other examination periods.
- j) Shipping charges shall not be refundable, unless the reason for the return was the result of an error made by the Contractor.
- k) Store managers shall have the discretionary authority to extend the refund policy in the interests of advancing customer relations.

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

4.5.7 The Contractor shall post, in conspicuous places, Bookstore policies concerning refunds, buy-backs, exchanges, discounts, shipping, special orders, out of stock titles, defective merchandise and customer service contacts. These policies shall be posted in conspicuous places in the on-campus store as well as made available on the on-line website. In addition, the Contractor shall distribute, at a minimum, the refund policy and customer service contact information with all transactions through methods such as bookmarks, flyers, etc.

4.5.8 The Contractor shall post pertinent book information that may impact the resale value of textbooks purchased on each title as appropriate. This information may include when a book is an old edition, a consumable book, or other information that may impact the future use of the book when reasonably known by the Contractor.

4.5.9 Contractor agrees to prominently post the prices at all times for all merchandise items sold.

4.5.10 Any changes in pricing and refund policies must be approved in writing by the College.

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4.5.11 Contractor shall provide a "Low Price Guarantee" program which applies to advertised in-stock items and offers customers a refund on the difference in price should customers find the exact item for less at another local retailer.

**4.6 USE OF COLLEGE NAME AND ADVERTISING**

4.6.1 The Contractor may utilize McHenry County College Bookstore name for purposes such as advertising, signage or promotion, only when accompanied by a notation or indication of the Contractor's corporate identity. The Contractor may negotiate with the College, through the designated Liaison, to eliminate the requirement for display of corporate identity. Such approval, if granted, shall be submitted in writing and made part of this Agreement as an attachment.

4.6.2 The Contractor may utilize McHenry County College name as a client for purposes such as advertising, promotion or press releases. The College shall approve any and all uses of its name prior to release through the Vice President for Administrative Services.

4.6.3 The Contractor may advertise in the College's student newspaper or other media source at the Contractor's sole expense. The Contractor shall withdraw any advertising from any location or media at the request of the College.

4.6.4 Any domain name utilized for the operation of the College Bookstore and containing the College name or identification in the URL shall be registered in the name of, and remain under the ownership of, McHenry County College.

**4.7 COLLEGE SUPERVISION AND LIAISON**

4.7.1 Liaison between the College and Contractor shall be the responsibility of the Vice President for Administrative Services.

4.7.2 The Contractor, specifically including the Bookstore Manager, shall work cooperatively with the College Liaison in the development and improvement of the Bookstore's services, operations, programs, and policies. Contractor shall make every reasonable effort to comply with requests from the College Liaison for the improvement of College Bookstore services, operations, programs, and policies.

4.7.3 Authorized representatives of the College shall have full right of access to all Bookstore areas during normal operating hours of service, at other times for scheduled maintenance and repairs of a non-critical nature, and at any time during emergencies. The College shall use its best efforts to notify the Contractor when emergency access is necessary.

4.7.4 The College reserves the right to monitor all aspects of said overall College Bookstore operations and request information deemed pertinent to the performance of the Agreement. Such requests shall not be unreasonably denied.

4.7.5 The College reserves the right to exercise its judgment in respect to any links or advertisements that may appear in print or on the Contractor's website which, in the College's view, might be considered objectionable. In such cases, the College may request the elimination of any objectionable item(s) from the applicable medium. Such College requests shall be based on any reasonable grounds including, but not limited to, perceived safety, health, or security concerns; competent legal counsel, pornographic or sexually oriented material or with respect to items affecting the education program (i.e. links to term paper or test banks). In the event the Contractor, fails to respond to the College's request for removal of item(s) deemed objectionable, the College shall have the right to cancel this Agreement without penalty or financial obligation to the College in accordance with Section 3.10, Termination.

4.7.6 Contractor shall withdraw from display or sale any item which the College should reasonably request not be displayed or sold.

4.7.7 The College shall reserve the right of final approval over all new merchandise items, merchandise categories, and

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services which the Contractor desires to offer in the College Bookstore.

4.7.8 The College shall reserve the right of final authority as to who will sell what merchandise or services, if a competitive situation develops between the College Bookstore Contractor and a College department or another College contractor.

4.7.9 An institutional advisory committee will be formed by the College's designated representative for the express purpose of advisement to that office with current appraisal of Bookstore operations. The Director of Bookstore operations for the Contractor, and other management personnel, will be invited to each meeting. There will be at least three (3) meetings each year, scheduled to coincide with the mid-point of each instructional term.

#### **4.8 MANAGEMENT**

4.8.1 Contractor shall specify the managerial staff positions that shall be maintained during the term of the Agreement. The College expects management staff to be experienced and knowledgeable of all aspects of conducting a college Bookstore operation. The College reserves the right to be consulted regarding the appointment, service, transfer and dismissal of all the Contractor's management personnel serving on campus.

4.8.2 The College shall have the right to review the credentials and qualifications of all management personnel hired by the Contractor and provide input into the selection of these positions. The Contractor shall use their best efforts to fill all positions within thirty (30) days of initial vacancy. The College reserves the right to have the Contractor change its Bookstore Manager and other management staff at its sole discretion.

4.8.3 The Contractor shall have exclusive responsibility for supervision and control of the management of the Bookstore. Moreover, it shall provide adequate services which are deemed by the College to be in the best interest of the students, faculty, and staff of the College, and it shall stock merchandise and sell those books and commodities which are normally sold in college and university Bookstores and will consider selling other specific products which may be requested for sale by the Vice President for Administrative Services.

4.8.4 In connection with the performance of work under the Agreement, Contractor agrees to comply with all applicable federal, state, and local laws or regulations relating to employment or provisions of services. The Contractor shall not discriminate against any persons on the grounds of age, ancestry, disability, national origin, religion, race, or sex.

4.8.5 The Contractor shall employ an adequate and experienced staff of managerial, sales, stockroom, and clerical personnel, and shall maintain this staff in sufficient quantities to ensure efficient operation and meet the sales demand of the students and College staff members on a daily basis, with emphasis on the positive practice of customer service. Contractor shall add staff as necessary during rush periods. Part-time and temporary help may be hired from employment agencies or other non-College sources.

4.8.6 All staff working in the Bookstore shall maintain proper standards of courtesy, service and professionalism in dealing with the College community. This includes proper attire and handling of customer requests and complaints. Contractor shall provide adequate notice to customers regarding customer service contacts including identification of Bookstore contact, location and phone number through various methods such as signage, bookmarks or other methods.

4.8.7 The Contractor shall pay all employees, at wage rates competitive with the local market to facilitate hiring and maintaining qualified employees at the store level.

4.8.8 All employees of the Contractor, including student workers, shall be employed in the Contractor's name. All of the Contractor's personnel shall be subject to re-assignment by the Contractor at the request of the College for conduct inconsistent with the interests of the College or its students.

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4.8.9 The Contractor shall provide regular and on-going staff training programs for all staff employed by the Contractor. Training shall be focused on the positive aspect of customer service, prompt response to communication and inquiries and provide sufficient knowledge to completely answer basic customer questions. Staff shall be trained to refer questions that they are unable to accurately answer to a member of the management staff.

4.8.10 The Bookstore Management will meet regularly with designated College officials and Bookstore Advisory Committee and will work cooperatively with the College in the development and improvement of the Bookstore program, operations, services, and policies. These meetings shall be used to maintain good public relations, solve problems and to initiate any changes in operations for improvement of Bookstore operations.

4.8.112 Contractor shall provide support to the College to facilitate successful operation of the on-line website service, by assigning a customer service contact to assist with textbook adoptions, booklist processing, custom publishing requests and inventory level maintenance. Contractor shall provide the name, telephone number, and e-mail address of the customer service contact that shall be maintained during the term of the Agreement. The College expects the contact to be experienced and knowledgeable of all aspects of conducting on-line Bookstore sales.

4.8.12 Contractor shall make provisions for the completion of criminal background investigation checks prior to employment of all employees that have key access to College facilities. Upon receipt of the background check results, the College's Liaison will be consulted for interpretation and determination of relevance to the position, to the extent allowable by law. If it is determined that the results of the check are unacceptable for the given position, the applicant will be rejected.

4.8.13 The Contractor shall provide headquarters management staff, made known to the College by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the College on current and future service programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of the Agreement. Headquarters management staff shall be required to attend the advisory committee meetings held at the College to report on operations and respond to client concerns.

#### **4.9 FACILITIES AND EQUIPMENT**

4.9.1 The College shall lease to the Contractor, spaces for a Bookstore to be used and operated by the Contractor solely to stock, store, display, and sell books, stationery, clothing, supplies, and other items usually sold by College and University Bookstores, and access to adequate dock facilities for shipping and receiving books and other merchandise. The Contractor shall promptly remove and unpack all materials received in the dock area. The spaces presently occupied by the college Bookstore for permanent operations of display, selling of books and merchandise, processing of requisitions, etc., shall be the only space made available under the terms of the Agreement. The spaces designated under this Agreement shall be located exclusively in Building B, Room 162. However, the College shall allow the Contractor to provide temporary operations for the purposes of book sales, book buybacks or other miscellaneous activities mutually agreed upon by both parties. Any temporary operations shall not exceed a period of 30 consecutive calendar days, per activity.

4.9.2 The Contractor shall not alter the facilities assigned for its use without obtaining the written approval of the Vice President for Administrative Services prior to making any such alteration. Any changes, modifications, or alterations in the permanent allocated spaces will be by mutual written consent of both parties. Contractor must submit all requests for proposed renovations, signage, alterations, modifications or additions, including but not limited to, painting, wallpaper, redecorating, to the Vice President for Administrative Services thirty (30) days prior to the proposed date of construction, installation, or purchase. All requests must receive written consent from the Vice President for Administrative Services prior to the initiation of all proposed renovation, alteration, or modification. The Contractor shall not be allowed to alter any other College facilities under any circumstances.

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4.9.3 The Contractor shall provide, and have the sole responsibility for, all equipment, furnishings and any other support items that are necessary for the successful operation of the Bookstore, including, but not limited to, office furniture, store fixtures, interior signage, store equipment, office equipment, computers and point-of-sale cash registers. Any equipment so purchased will remain the property of the Contractor and may be removed upon expiration or termination of the Agreement. The College shall bear no cost for the provision, maintenance or replacement of these items. The Contractor will provide an inventory of these items within thirty (30) days of the date of the Agreement and that inventory, when accepted by the College, will then be made a part of this Agreement.

4.9.4 Contractor shall take reasonable and proper care of the facilities provided by the College. In the event of damages due to negligence on the part of Contractor's employees, Contractor shall repair, replace or reimburse College for the cost of repair or replacement of same. The College shall require prior written approval of the plans and name of contractor who will complete the work required. Any reimbursement payments shall be made within thirty (30) days of occurrence but not later than thirty (30) days after Agreement termination.

4.9.5 The Contractor shall bear the costs of all expenses for any renovations, alterations, changes or modifications initiated by the Contractor and shall not be reimbursed by the College at the expiration of the Agreement period. Said changes shall have the prior written approval of the College. Any modifications, renovations, alterations, or changes must be in compliance with all applicable College, State and Federal requirements.

4.9.6 Upon termination or expiration of the Agreement or any extension thereof, Contractor shall promptly cease operation, and shall return the facilities to the College in as good a condition and in the original physical configuration, as at the beginning of the Agreement, less normal wear and tear or College approved alterations.

4.9.7 Not later than the date of termination of the Agreement or on a date agreeable to the College, the Contractor will remove from the College premises all of its equipment, furniture, fixtures and all merchandise inventories. Contractor shall at its sole expense repair any damage caused by such removal. If the Contractor should fail to remove such property, the College may move such property into storage and charge the Contractor for the costs of such move and storage. The College shall have no liability to the Contractor for any property lost or damaged as a result of such move or storage.

4.9.8 The Contractor shall have access to shared dock facilities for the purpose of receiving and shipping materials associated with the operation of the Bookstore. The Contractor shall promptly unload and store any Bookstore shipments delivered to the College, within the Bookstore's assigned space and be responsible for area cleanliness after use. Storage and delivery of merchandise to and from the Bookstore will be at the Contractor's risk and expense.

4.9.9 If merchandise must be transported by the Contractor in order to provide the required Bookstore services, the Contractor shall provide appropriate vehicles at its own expense.

4.9.10 Contractor shall provide and install all necessary internal signage for the operation of the Bookstore. All exterior signage and locations shall be the responsibility of the College and provided solely at the discretion of the College.

#### **4.10 MAINTENANCE AND SANITATION**

4.10.1 The College shall be responsible for and assume the cost for daily custodial service (3 hours daily, Monday through Friday) to include trash removal, periodic major floor cleaning (not less than two times per year), and replacement of light bulbs or tubes for permanent building lighting fixtures. Periodic maintenance of permanent premises shall be in accordance with College's maintenance standards as dictated by the offices of the Vice President for Administrative Services and Physical Facilities, and shall be at the expense of the College.

4.10.2 Subject to the prior approval of the College, Contractor may utilize additional College custodial or other services, at the sole expense of the Contractor, at a cost mutually agreed to between the College and the Contractor.

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4.10.3 The Contractor shall be responsible for housekeeping to the satisfaction of the College, for all Bookstore areas, equipment and supplies. This shall include, but not be limited to, retail sales area, receiving and dock area, storage, trash and garbage areas, service areas, walls, ceilings, windows, vents, floors, display equipment, movable fixtures, furniture, and equipment in all above areas.

4.10.4 The College shall be responsible for any pest control and extermination services necessary on a periodic basis in order to maintain sanitary standards and cleanliness in the Bookstore facilities. Contractor shall cooperate by strictly adhering to required sanitation practices. In the event the College is dissatisfied with Contractor's efforts to keep all areas free from insects, pests, roaches, etc., the College reserves the right to take such steps as necessary to correct any problem of this nature, at the Contractor's expense.

4.10.5 Contractor shall be responsible for the cost of and for providing for the proper maintenance and repair of Contractor-owned movable fixtures, furniture, and equipment, including related repair parts and supplies. The Contractor shall also be responsible for providing and maintaining all computers, cabling, connections and POS cash registers required for the Bookstore operation.

4.10.6 Contractor shall report promptly to the College normal wear and tear and requiring repairs such as, but not limited to, painting, light bulb or lamp replacements, ceiling tile replacements, etc.

4.10.7 The College will be responsible only for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees. If such repairs are required, the cost of repairs shall be borne by the Contractor. Such repairs will be made, as the College should decide, either by the College or by an independent Contractor. The College, through its authorized representatives, reserves the right to enter the Bookstore for purposes of inspecting the same or of making repairs, alterations, and additions thereto or to other parts of the building in which the Bookstore is located.

#### **4.11 UTILITIES AND SERVICES**

4.11.1 The College shall be responsible for and assume the cost of all utilities reasonably required for the operation of the Bookstore, including electricity, water, heat, and air conditioning.

4.11.2 The College will provide standard telephones necessary to support the normal operations as determined by the McHenry County College; however, the Contractor shall be responsible for the payment of all telephone calls, except intra-campus telephone calls within the College. The provision and maintenance of wireless, cellular or other non-standard phones shall be the responsibility of the Contractor.

The College shall provide normal maintenance on the telephone equipment located in the Bookstore. The Contractor may request modifications to the system through the Liaison. Such requests shall be approved at the discretion of the College. All service or modification to the telephone system shall be authorized by the College prior to any work and provided through College approved services.

4.11.3 The College shall not guarantee an uninterrupted supply of utilities, but it agrees to use its best efforts to restore service following any such interruption. The College shall not be liable for any loss, cost, damage, or expense which may result from interruptions, quality, quantity or failure of any such utility service.

4.11.4 The Contractor may specify reasonable additional utility requirements which the College shall provide at an additional cost to the Contractor. The College shall not be required to provide or pay for the installation of additional electric lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Contractor. No installations may be made without prior written consent of the College.

4.11.5 The College may provide additional services to the Contractor, upon its request, for services not specifically provided in this Agreement, including, but not limited to, mailings, duplicating, printing, word processing, etc. The

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Contractor shall pay the College within thirty (30) days of invoicing for any of these services provided by the College

4.11.6 The Contractor shall cooperate with the College's recycling coordinator in the collection and or disposal of recyclable materials generated by the Contractor and utilize energy conservation measures wherever possible.

**4.12 SECURITY AND ILLEGAL ACTS**

4.12.1 Contractor shall be responsible for the securing of alimonies and for armored vehicle delivery services that it deems prudent and necessary. The Contractor shall consider armored vehicle delivery services during all rush and buy-back periods to provide a safe environment for customers in consultation with the Public Safety Department.

4.12.2 Contractor shall be responsible for the cost of contracted security personnel that it deems prudent and necessary to be on duty in the Bookstore. Contractor shall hire College police officers as available to fill these needs whenever possible. Contractor shall coordinate use of any contracted guard service with the College's Public Safety Department.

4.12.3 The College shall provide and maintain, an electronic security system for the Bookstore premises which will be used by the Contractor during the term of this Agreement. Contractor may install a different security system as long as ownership of this system is transferred to the College at termination of this Agreement or security system is restored to original working condition.

4.12.4 The Contractor shall provide and be responsible for all closed circuit television monitoring systems in the Bookstore. The Contractor shall provide at a minimum, closed circuit color television monitoring of the buy back area with viewing and recording capabilities to help in the prevention of book theft.

4.12.5 Risk of loss or damage to inventory while in transit to or from the Bookstore or while on display or within the premises provided to the Contractor by the College, will be borne by the Contractor. The Contractor shall also bear all risk of loss of money and merchandise as well as any dishonest acts on the part of its employees. The income to the College from gross sales shall not be reduced by such losses.

4.12.6 The key control system for the Bookstore shall be separate from the general College key control system and coordinated by the Department of Campus Public Safety. The Contractor shall exercise control over the distribution of keys to Bookstore space, except that keys shall be provided to designated officials of the College for use in monitoring or inspecting alarms, providing for building and property security, and emergency responses only. It shall be understood that any such entry on the Bookstore premises without prior knowledge of the Contractor's representative shall be in emergency situations and the College will use their best efforts to report such occurrences to the Contractor.

4.12.7 The Contractor shall collaborate with the Vice President for Administrative Services concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The Contractor shall refer observed or suspected acts of property damage, theft of merchandise or money, or fraudulent acts with respect to the Bookstore operation, to the College's Public Safety Department.

Contractor shall not have College students arrested by public authorities or prosecuted without prior consultation with the College's Department of Public Safety or without the prior authorization of the College's Vice President for Academic and Student Affairs or designee. If the decision is not to have the student arrested by public authorities, the College's internal student disciplinary system will be utilized to adjudicate the matter.

Contractor shall seek the prosecution of 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 requesting the prosecution of such individuals.

4.12.8 The Contractor shall provide the College with a list of emergency contact personnel, including addresses and telephone numbers. At least two members of the managerial staff, one of which must be the Bookstore Manager, must be

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available by telephone or beeper in case of an emergency. The College Public Safety Department shall call the Contractor to gain access to the Bookstore, except when an emergency situation clearly precludes this.

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

**4.13 REPORTS, ACCOUNTING RECORDS, ACCESS, AND AUDITING**

4.13.1 Contractor shall provide College Liaison with a complete and detailed operating statement for the Bookstore on both a monthly and an annual basis. This operating statement shall detail sales by category and location, and be in a format which is mutually agreeable to the College and Contractor. This statement shall be submitted no later than thirty (30) days following the close of the Agreement anniversary date. If the College should so request, representatives of the Contractor shall review all such operating statements and related records with College representatives. The Contractor shall submit a typical pro-forma Profit & Loss statement, for both on-campus and on-line operations, which must indicate sales by New Textbooks, Used Textbooks, Tradebooks, Supplies, Gifts, Clothing, Sundries, Candy and Snacks, Electronics, Computer Hardware, Computer Software, Rings, and Other Sales. The statement must itemize expenses minimally by Cost of Goods sold for each of the revenue accounts indicated above, managerial salaries, managerial benefits, non-managerial wages, non-managerial benefits, Rental fees, Direct Store Expenses (include description), Advertising and Promotion, Contracted Services, Insurance, and Corporate Support Services. The College reserves the right to request and receive interim operating statements or other information concerning the sales and expense activity of the Bookstore.

4.13.2 The Contractor shall furnish regular and detailed periodic reports to the College Liaison, as defined in Section #4.13.1, which reconcile in total to the periodic Rental fees check. The reports shall include the following detail for Bookstore operations:

A) On-Campus Bookstore (Brick & Mortar)

- 1) Gross Sales
- 2) Net Sales
- 3) Sales by Product Groups
  - a) New textbooks
  - b) Used textbooks
  - c) General (trade) books
  - d) Supplies
  - e) Gifts
  - f) Clothing
  - g) Sundries
  - h) Candy and Snacks
  - i) Electronics
  - j) Computer Hardware
  - k) Computer Software
  - l) Rings
  - m) Other Services
- 4) Refunds
- 5) Book Buybacks
- 6) Rental fees Earned
- 7) E-Book Fees Earned

B) On-Line Bookstore (Internet)

- 1) Gross Sales
- 2) Net Sales
- 3) Sales by Product Groups

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- a) New textbooks
- b) Used textbooks
- c) General (trade) books
- d) Supplies
- e) Gifts
- f) Clothing
- g) Sundries
- h) Candy and Snacks
- i) Electronics
- j) Computer Hardware
- k) Computer Software
- l) Rings
- m) Other Services
- 4) Refunds
- 5) Book Buybacks
- 6) Rental fees Earned
- 7) E-Book Fees Earned

C) The Contractor shall furnish an annual summary of all gross sales and all Rental fees amounts in the same format as required for "subtotals", "totals", and "Grand Totals" for each of the two types of report breakdowns as detailed herein. The annual summary shall be for the period of one year from July 1 -- June 30 for the purpose of audit.

D) The Contractor shall furnish periodic reports on inventory status and as requested by the College.

4.13.3 The Contractor shall maintain a modern and up-to-date accounting procedure. The Contractor shall furnish McHenry County College with a complete outlined description of its own system for accountability and record keeping by which its auditors verify the accuracy and thoroughness of controls. This report is for the purpose of instructing the McHenry County College's auditors as to the most effective methodology to use in ascertaining the propriety and accuracy of Rental fees due and paid to the McHenry County College. All of the Contractor's records related to product dispersal and sales collections covered by this Agreement shall be made available in its principle office in Illinois upon demand of McHenry County College for the purpose of audit.

4.13.4 Contractor shall maintain and make available promptly upon request complete and accurate accounts, books documents and records, in compliance with whatever laws may pertain and with generally accepted accounting practices and standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the Bookstore operations provided under the terms of the Agreement. All such accounts and records shall be retained by the Contractor for a period of two years from the close of each year's operation and may be inspected, reviewed, or audited by a staff member from the College or the College's independent auditor at any time during regular working hours with or without prior notice. The Contractor shall provide supporting statement documentation such as, but not limited to, cost of goods invoices, payroll cost breakdowns, other operation expense invoices, bank deposits, bank statements, cash register tapes, revenue receipts, and supporting records related to sales, if requested by the College. The College may inspect on a semi-annual basis any and all records relating the Contractor's operation of the Bookstore. Contractor will make available these records and a financial statement to the College within thirty (30) days of the close of their annual year (June 30), each year of this Agreement.

4.13.5 The Contractor's store records shall be audited, in the third year of this Agreement, by an independent certified public accounting firm and a copy of the audit shall be sent to the attention of the College Liaison within sixty (60) days of the close of the Agreement anniversary date. Such certified public accounting firm shall also certify the accuracy of the total rent payment to the College for this fiscal year of operation. In addition, Contractor shall provide a copy of their corporate audit to the attention of the College Liaison each year of the Agreement.

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4.13.6 The College may, once in any Agreement year, cause an audit of the business of the Contractor to be made by a certified public accountant of the College's own selection, and if the statement of gross sales previously made by the Contractor to the College shall be found to be less than 97 percent of the amount of the Contractor's gross sales shown by such audit and if Rental fees are found to be due, the Contractor shall pay for the cost of such audit as well as the additional Rental fees therein shown to be payable by the Contractor to the College; otherwise the cost of such audit shall be paid by the College.

4.13.7 In the event that any statement of gross sales as used herein by the Contractor is found to be less than 97 percent of the amount of the Contractor's gross sales as shown by such audit and if Rental fees are found to be due, the College may, at its sole option, conduct additional audits for the next consecutive rental period at the sole expense of the Contractor irrespective of the results of such subsequent audit until and through such audit which reveals that gross sales as reported are not less than 97 percent of the Contractor's actual gross sales.

4.13.8 Contractor considers reports included within the scope of this Section 4.13, as confidential and proprietary. Such reports shall be duly marked as confidential and propriety and shall not be disclosed to any third party without the written consent of the Contractor unless required by law. The College will use its best efforts to maintain this confidentiality and the Contractor shall be responsible for marking any documents generated under this agreement as such. Contractor agrees to defend any challenge in accordance with Section 3.13, Proprietary Data.

**4.14 FINANCIAL**

4.14.1 Contractor shall pay the College a Rental Fee based on a percentage of net sales (*or alternate proposal*) and shall specify the percentage in its proposal. Further, the Contractor shall provide a Guaranteed Total Amount that shall be paid to the College in the event that the above percentage does not produce the anticipated Rental Fee amount. The Contractor shall pay the College, as a minimum, one-twelfth (1/12) of this amount within thirty (30) days of the conclusion of each monthly period.

Contractor shall specify this Guaranteed Total Amount in the proposal response.

In consideration of the rental space and service provided by the College, and other rights and privileges conferred upon the Contractor by this Agreement, Contractor agrees to pay as rent to the McHenry County College, based on a percentage of annual net sales (*or alternate proposal*) with a minimum Guaranteed Total Amount, in accordance with the following:

Contractor will pay McHenry County College a Guaranteed Total Amount of at least:

\$ \_\_\_\_\_

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

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

or according to the following schedule, whichever is greater:

Specify estimated annual sales: \$ \_\_\_\_\_

\_\_\_\_\_ % of annual net sales up to \$ \_\_\_\_\_

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4.14.2 As used herein, "gross sales" shall be defined as total combined revenues from both the sales conducted in or from the on-campus Bookstore, as well as sales conducted from the on-line Bookstore, whether such orders are filled from the Bookstore or elsewhere, including, but not limited to the sale of textbooks, general supplies and intra-company sales made by the Contractor, to any other store or subsidiary owned or operated by the Contractor. Each charge or sale upon credit shall be treated as a sale for the full price in the month such charge or sale shall be made, irrespective of the time when the Contractor shall receive payment.

4.14.3 As used herein, "net sales" shall be defined as the total combined gross sales of both the on-campus Bookstore as well as the on-line Bookstore, less the exclusions and deductions as follows:

- a) Sales of merchandise for which cash have been refunded, provided that they shall have previously been included in gross sales.
- b) The price of merchandise returned by customers for exchange, provided that such merchandise shall have been previously included in gross sales, and provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales.
- c) The amount of any sales tax collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and actually paid by the Contractor to a governmental authority.
- d) The amount of any shipping expenses for merchandise sold during the payment period, not paid by the customer.
- e) Discounted sales to budget units, college employees, Contractor funded scholarship students, or sales of merchandise at Contractor's cost to the College or to its student organizations which are subject to the prior authorization of the College Liaison and on an exception basis only.
- f) Intra-company or transfer sales at wholesale to another store or parent company.

No other deductions will be allowed from gross sales for the purpose of arriving at net sales.

4.14.4 Within thirty (30) calendar days following the last day of each monthly accounting period, Contractor shall submit to the Vice President for Administrative Services or Liaison, its detailed operating statement as defined herein for that period along with a single check for one-twelfth (1/12) of the Guaranteed Total Amount. The Rental fees check shall be made payable to the McHenry County College.

4.14.5 Within thirty (30) calendar days following the last day of each quarterly accounting period, the Contractor will pay the College any additional amounts or balance which may be due under the percentage calculation of rental fees required in the Agreement.

4.14.6 Within sixty (60) days after the end of each Agreement year, the Contractor shall furnish the College with a statement to be certified as correct by the Contractor or an employee of the Contractor authorized to so certify, which shall set forth the Contractor's gross sales and shall pay to the College simultaneous with the submission of said statement any remaining amount of percentage commission or Guaranteed Total Amount which is payable to the College as computed on the cumulative Contractor's net sales.

4.14.7 Upon termination or expiration of the Agreement, Rental fees shall be paid to the College on sales up to the final day the Bookstore is operated under the Agreement. The Guaranteed Total Amount and Rental fees due the College for any portion of an Agreement year shall be calculated on a daily prorated basis.

4.14.8 Any other amounts owed the College by the Contractor shall be paid within thirty (30) days after receipt of the invoice. The College may charge the Contractor interest on all above outstanding receivables thirty (30) days past due at the greater of one percent (1%) per month, or the highest interest amount allowed by applicable state law.

4.14.9 Contractor shall bill the College directly for all Bookstore purchases and services provided for College departments, offices, and College funded student organizations and the College shall pay Contractor within thirty days after receipt of the invoice.

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4.14.10 The collection of payments, either directly at the time of sale or through charges or invoices, from the sale of all Bookstore merchandise and services to individual students, faculty, and staff for their personal use, and to any other non-College customers shall be the sole responsibility of the Contractor.

4.14.11 The Contractor must purchase any inventory of crested or imprinted clothing and gift items in clean saleable condition, if any, from either the previous contractor or the College, at actual wholesale invoiced cost.

**4.15 EXCLUSIVE RIGHTS**

4.15.1 The Contractor shall be granted exclusive rights to be the official on-campus and on-line Bookstore for the McHenry County College. The College agrees to acknowledge the Contractor as the official on-campus bookseller for the sale of textbooks and other course related materials regularly stocked by the Contractor. In the event the Contractor is unable to obtain any specific titles required by the College, the College may use alternative sources for those titles. The College shall provide space in the College's class schedule listing for information pertaining to the on-campus Bookstore hours of operation and textbook sales locations, as well as the Bookstore's on-line URL address.

4.15.2 The College agrees to prohibit the sale and buy-back of textbooks, trade, paperback, technical, and reference books, and other course related materials regularly stocked by the Contractor, by any private individual or business organization other than the Contractor anywhere on property controlled by the College, including the use of hyperlinks to alternate text material sources from official College web pages, except in those situations that are individually reviewed and approved by both parties, the College and the Contractor.

4.15.3 Contractor's exclusive rights described above does not include merchandise and services currently sold or offered elsewhere within the College by departments, student organizations, or through other existing contract arrangements. The College reserves the right to conduct book sales such as college group fund-raisers, or student run book exchanges permitted under the auspices of the Vice President for Administrative Services. Such activities that involve any third party organization other than the Contractor, shall be individually reviewed and approved by both parties, and such approval shall not unreasonably be withheld.

4.15.4 Contractor shall be aware that the College has a food service agreement with Ace Coffee Bar which provides exclusive rights to certain food products and all catering at College locations, through June 30, 2016. The College reserves the right to extend its current food service agreement with the incumbent, or enter into a new agreement with another contractor, at the expiration of the current food service agreement. In either case, the Contractor shall honor such exclusivity rights granted under that Agreement and any subsequent agreement.

**4.16 MISCELLANEOUS**

4.16.1 All notices and communications permitted or required by this Agreement shall be in writing and shall be certified or registered mail, return receipt requested, postage prepaid or hand delivered to the other party, at the address set forth above (or at such other address as either party shall designate in writing to the other party during the term of this Agreement). Notices shall be deemed received upon actual receipt by the addressee.

4.16.2 Both parties represent and warrant to each other that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement has been duly authorized to enter into this Agreement on behalf of the parties. Both parties also agree that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on behalf of the parties.

4.16.3 In case one or more of the provisions contained in this Agreement, or parts hereof should for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this Agreement, or part hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable

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provision, or part hereof, had never been contained herein.

4.16.4 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, notwithstanding any additional, conflicting or different terms that may be contained in any quotation, acknowledgment, confirmation, purchase order, invoice, billing, or other form of either party. Further, neither party has relied on any representation, promise, agreement, condition or understanding which is not expressly set forth herein. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties hereto specifically referencing this Agreement and by direct reference therein made a part of this Agreement.

4.16.5 This Agreement and the rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by the College and the Contractor, and its lawful successors, representatives and assigns and shall be assignable by either the College or the Contractor, only upon the prior written approval of the other party.

4.16.6 If the College must take any legal action against the Contractor for the enforcement of this Agreement, the College shall be entitled to its reasonable attorneys' fees and court costs incurred in pursuing such action against the Contractor.

4.16.7 No failure or delay on the part of either party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof, shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All remedies are cumulative hereunder. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

4.16.8 The parties hereto acknowledge and agree that this Agreement shall be deemed as having been executed at the College. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action related to this Agreement shall be in McHenry County, Illinois. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement.

4.16.9 All headings and captions appearing herein are inserted for purposes of convenience and reference only, and shall not be used to construe or interpret any provision hereof

## **5.0 SCHOLARSHIPS AND LEASEHOLD IMPROVEMENTS**

### **5.1 SCHOLARSHIPS**

5.1.1 Contractor may propose, at its own discretion, to establish a textbook scholarship program, or any other enhancement to student life. These findings will be in addition to the Rental fees and the Guaranteed Total Amount provided.

5.1.2 Contractor shall present policies and procedures of a scholarship program and make recommendations regarding efforts to promote applications and utilization of these scholarships.

### **5.2 LEASEHOLD IMPROVEMENTS**

5.2.1 Contractor may propose, at its own discretion, to make an investment for leasehold improvement projects which will enhance the on-campus or on-line Bookstore services and/or facilities or any other enhancement to student life. Such projects may include renovation or remodeling of the existing facilities or include new services provided. These funds will be in addition to the Rental fees and the Guaranteed Total Amount provided. The Contractor shall specify in its proposal specifically how the investment will enhance the College's position.

5.2.2 Contractor shall present details of any investment, including a description of the scope of work, the dollar amount of this investment, and the basis for the cost estimates of same.

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5.2.3 Contractor agrees that the extent and nature of any above investment and scheduling of same shall be mutually agreed upon with the College.

5.2.4 After the completion of leasehold improvement project, Contractor shall submit the actual cost of the project and sufficient supporting documentation, including but not limited to invoices, to justify this actual cost.

5.2.5 Contractor agrees that at the end of five years, the investments indicated above will have been fully amortized and shall become the property of the College. Should the Agreement be terminated prior to the scheduled termination date, all investments are assumed to have been depreciated in equal monthly amounts since the commencement of the Agreement.

5.2.6 In the event that this Agreement is terminated by the College for any reason other than cause, the unamortized portion of these capital investments shall be repaid to the Contractor provided that the Contractor has maintained adequate records thereof and can satisfy the College that such investments have in fact been made. Such payment will be made no later than 60 days from the Agreement termination date. In the event that this Agreement is terminated for any reason by the Contractor, or terminated by the College for cause, the investments will be considered fully amortized and shall become the property of the College at no additional cost to the College.

## **6.0 PROPOSAL FORMAT**

In order to be considered responsive to the RFP, Contractor's proposal will be structured in accordance with the following outline and will include **five (5)** copies of all materials in its proposal. If any Contractor feels that a specific section of the format is not applicable to the service option being proposed, indicate such information by submitting "not applicable" as a response.

6.1 Executive Summary which includes the scope of services options proposed and the most important elements included in the Contractor's proposal.

6.2 Each Contractor shall provide as complete data as possible about themselves to enable the College to determine which Contractor is best able to meet all of the criteria which are to be considered in the award of this Agreement. In this regard, each Contractor shall furnish as a part of this RFP a complete description of their capabilities in the field of college and university Bookstore operations. Included shall be the following:

- a) Name and address of company and a list of affiliated or related companies.
- b) List of the names of all owners of the company or officers of the corporation and statement of disclosure and relationship.
- c) A list of 10 locations with web site addresses where the Contractor is currently operating a college or university Bookstore with on-line Bookstore. For at least 3 locations of a similar type as the College, indicate:
  - i) The length of time the Contractor has held the Agreement for the operation of the Bookstore,
  - ii) Full-time equivalent enrollment of the college or university for the most recent year referenced,
  - iii) Sales revenues during the most recent two years of the operation of the Bookstore under the management of the Contractor,
  - iv) Name, address, and telephone number of a college or university official with the authority over the Bookstore operation who can be contacted concerning the operation of the Bookstore.
  - v) Contractor shall also specify the names and terms of those college or university campus Bookstores which Contractor previously held Agreement to operate, but no longer operates (since January 1, 2007).
- d) The duration and extent of Contractor's experience and qualifications in the operation of college and university Bookstores. Explain in detail
- e) A copy of a Dun & Bradstreet Supplier Evaluation Report, or other financial support documentation.

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- f) Pro forma financial statement for the Contractor's first year of operation of the Bookstore.
- g) Description of corporate support services and programs that will be offered by the Contractor.
- h) A description of internal systems of the Contractor for:
  - i) Inventory controls for textbooks, trade books, and general merchandise.
  - ii) Recording, checking, and reporting of sales.
  - iii) Control of cash and refunds.
  - iv) Internal audit.
  - v) Order processing and delivery of regular textbook adoptions.
  - vi) Order processing and delivery of late textbook adoptions.
  - vii) Order processing and delivery of textbooks required due to shortage of books.

6.3 Statement of Contractor's philosophy toward providing college and university Bookstore services and the important facets involved.

6.4 Contractor's service strategy and commitment to being the best available source for all students who wish to purchase a course textbook to find that book (e.g. use of unconventional means of acquiring texts, such as immediately purchasing out of stock texts from other off campus sources, regardless of the costs or effort involved), including any price or availability guarantees.

6.5 Contractor's explanation of what specific actions it shall undertake with respect to implementing and maintaining positive and effective public relations and communications with the College's students, faculty, staff, and alumni.

6.6 Describe the Contractor's pricing, refund, buy back and discount policies. Identify any associated guarantee programs for pricing, buyback, etc.

6.7 Contractor's plan for competitive pricing strategy. The Contractor should clearly define its policy on what competitive pricing is (e.g. within two percent of a competitor on any textbook) and what it will do if a customer can purchase a textbook for a lower price (e.g., refund the difference to the customer if a lower price is found at a local competitor) and the pricing margin to be utilized for each category.

6.8 Contractor's plan for marketing, promotions and methods for increasing non-peak sales. Explain in detail the suggested promotions for the first academic year of the Agreement.

6.9 Description of the Contractor's internal order processing procedures for text adoptions. Specifically address how the Contractor will deal with the process for ordering and delivering late textbook adoptions and faculty orders.

6.10 A description of the Contractor's access to wholesale used books and Contractor's plan to maximize the number of used books available to students.

6.11 Description of the operational structure of the Contractor's on-line book ordering system. Explain the logistics of ordering a textbook from the students' perspective, the location where the orders are received and processed from, capability of providing ISBN numbers, and provide details on the extent of security and encryption methods used for the transmission of confidential information from the website.

6.12 Contractor's ability to provide textbook sales at alternative off-campus locations such as company retail stores.

6.13 Description of the operational structure of the Contractor's on-line text adoption system. Explain the logistics of placing an adoption for the first time, access to historical records, adoption confirmations, and other pertinent features.

6.14 Description of Contractor's system for providing an on-line link from the College's existing on-line registration system or on-line class schedule to the Contractor's on-line book ordering system.

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- 6.15 Description of Contractor's system for providing an automated transfer of account information between the College's existing financial aid system and the Contractor's POS system.
- 6.16 Description of Contractor's ability to provide a payment plan to allow students to pay for textbook purchases over time. Provide a complete description of the scope of services, payment methods, and detail of any costs to the students for the plan.
- 6.17 Description of Contractor's ability to assist with the College's compliance of the Higher Education Opportunity Act.
- 6.18 Statement of how Contractor intends to utilize new and emerging technology to provide enhanced services to the College community and in the management of the Bookstore. Specifically indicate whether Contractor will utilize and provide Point of Sale terminals, text inventory and associated systems. Also indicate how and to what extent Contractor will utilize the Internet (ex. For sales to students and for receiving book orders from faculty).
- 6.19 Statement of Contractor's quality control methods in relation to;
- a) Provision of service to customers (including customer satisfaction surveys);
  - b) Actions to maintain and improve public relations and ensure customer satisfaction.
  - c) Merchandise items (including used books for sale);
  - d) Timely and accurate ordering and delivery of all textbooks and academic materials;
  - e) Method, frequencies and communication of quality control reviews.
- 6.20 Contractor's financial arrangements for being awarded the contract:
- a) Contractor's financial proposal including Rental fees structure and Guaranteed Total Amount.
  - b) Contractor's proposal for scholarships or other financial incentives.
  - c) Contractor's proposal for any investment project that the Contractor desires to make and the dollar amount of such investment.
  - d) Contractor's alternate financial proposal based on a variable margin scale for new textbooks based on net cost of: <\$100 @ 25%; \$100-149.99 @ 23%; ≥\$150 @ 21%.
- 6.21 Contractor's plan for managing and staffing the Bookstore.
- a) Plan shall delineate use of full-time, part-time, student employees, and agency employees along with associated schedules and labor hours.
  - b) The staffing description should include the Contractor's policy on customer service and outline the plan for staff training.
  - c) Description of proposed College Bookstore management operation, full scope and types of services, service guarantees, promotions, merchandising plans, employee relations, and training.
  - d) Description of Contractor's personnel policies pertaining to benefits, salaries, etc. of managerial and non-managerial personnel as well as the educational or training programs for managers, supervisors, and employees. Explain in detail the Contractor's staff training programs which impact on customer service.
  - e) A complete organizational chart and the proposed Bookstore staffing model, clearly delineating between management, non-management, student, and temporary staff. Resumes of proposed Bookstore managers and other managerial staff and resumes of Contractor's key support personnel must be included.
  - f) Description of the Contractor's role and level of participation in a Bookstore advisory committee.
- 6.22 Contractor's transition plan for managing, staffing and operations including specific plans with respect to;
- a) Management and staffing positions,
  - b) Acquiring inventory,
  - c) Purchase orders for textbooks and supplies required for the Fall 2012 term.

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- 6.23 Summary of all specifications, requirements, terms, conditions, and provisions in the College's RFP to which the Contractor will not conform.
- 6.24 Contractor's compliance documents including:
- a) Completed Candidate's Qualification Statement with signature of authorized officer of the Contractor, with names and titles of each person signing typed or printed below the signature.
  - b) The Contractor's Certificate of Authority and Good Standing.
  - c) Summary of all proprietary data and acknowledgement statement.
- 6.25 Other such information as the Contractor deems pertinent for consideration by the College.

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**CONTRACTOR'S QUALIFICATION STATEMENT**

**APPENDIX I**

This statement is to be filed with the proposal; attach separate sheet as necessary.

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

To: McHenry County College  
8900 US Highway 14  
Crystal Lake IL 60012

Attention: Ms. Jennifer Jones  
Director of Business Services

Submitted by: Name: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Corporation  Partnership  Individual  Joint Venture

How many years has your organization been in business as a Bookstore contractor? \_\_\_\_\_

How many years has your organization been in business under its present business name? \_\_\_\_\_

If a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name(s): \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If individual or partnership, answer the following:

Date of organization: \_\_\_\_\_



**If other than a corporation or partnership, describe organization and name principals:**  
(If additional space is needed, report on a separate sheet.)

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List the College University Bookstore experience of the principal individuals which will be responsible for this account.  
(Include proposed regional and site manager):  
(If additional space is needed, report on a separate sheet.)

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Trade References:  
(If additional space is needed, report on a separate sheet.)

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Bank Reference:  
(If additional space is needed, report on a separate sheet.)

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Dated at this \_\_\_\_\_ day of \_\_\_\_\_, 2012

Name of Organization: \_\_\_\_\_

By: Title:

\_\_\_\_\_, being duly sworn deposes and says that he (she) is the \_\_\_\_\_ of the Contracting firm and that answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn before this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission Expires:

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**BOOKSTORE SALES DATA**

**APPENDIX II**

MCC BookStore  
Income Statement  
From 07/01/2008 to 06/30/2009

<b>Revenue</b>		
Sales:		
Books	\$	2,439,261.65
Gifts		16,284.58
Software		24,133.26
Supplies		94,686.37
Clothing		11,919.08
<b>Gross Sales</b>	<b>\$</b>	<b><u>2,586,284.94</u></b>
Cost of goods sold:		
Beginning Inventory	\$	503,540.56
Purchases	1,920,450.42	
Available / Goods for sale	2,423,990.98	
Ending Inventory	(587,275.96)	
<b>Cost of goods sold</b>	<b>1,836,715.02</b>	<b>(1,836,715.02)</b>
<b>Gross Profits from sales</b>	<b>\$</b>	<b><u>749,569.92</u></b>
<b>Other Bookstore related Income</b>		
Discounts Earn	3,147.90	
Buyback Commissions	13,080.05	16,227.95
<b>Total bookstore revenue</b>	<b>\$</b>	<b><u>765,797.87</u></b>
<b>Operating Expenses</b>		
Salaries	228,476.11	
Employee Benefits	34,875.95	
Contractual Services	9,856.01	
Conference & Meeting	2,250.07	
<b>Total Expenses</b>	<b>275,458.14</b>	<b>275,458.14</b>
<b>Operating Income (Loss)</b>	<b>\$</b>	<b><u><u>490,339.73</u></u></b>

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MCC Bookstore  
Income Statement  
From 7/1/2009 to 6/30/2010

Revenue			
Sales:			
Books		\$	3,030,325.91
Gifts			15,120.65
Software			33,773.65
Supplies			138,963.83
Clothing			20,528.08
<b>Total Gross Sales</b>		<b>\$</b>	<b>3,238,712.12</b>
<b>Cost of Goods Sold:</b>			
Beginning Inventory	\$	587,275.96	
Purchases		2,296,043.53	
Cost of good available for sale		<b>2,883,319.49</b>	
Ending Inventory		(440,017.46)	
<b>Cost of Goods Sold</b>		<b>2,443,302.03</b>	<b>\$ (2,443,302.03)</b>
<b>Gross Profit from Sales</b>		<b>\$</b>	<b>795,410.09</b>
<b>Other Bookstore related income:</b>			
Discounts Earn		2,212.71	
Buyback Commissions		18,295.14	
<b>Total Other Income</b>			<b>20,507.85</b>
<b>Net Bookstore Revenue</b>		<b>\$</b>	<b>815,917.94</b>
<b>Operating Expenses</b>			
Salaries		202,723.47	
Employee Benefits		26,017.26	
Contractual Services		11,704.07	
Conference & Meeting		1,330.91	
<b>Total Operating expenses</b>	<b>\$</b>	<b>241,775.71</b>	<b>\$ 241,775.71</b>
<b>Operating Income</b>		<b>\$</b>	<b><u>574,142.23</u></b>

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MCC Bookstore  
Income Statement  
From 7/1/2010 to 6/30/2011

<b>Revenue</b>		
<b>Sales:</b>		
Books	\$	2,412,118.99
Gifts		16,526.27
Software		73,112.18
Supplies		136,867.44
Clothing		10,526.57
Book Rentals		80,863.85
Rental Rebate		33,924.75
<b>Total Gross Sales</b>	<b>\$</b>	<b>2,772,940.05</b>
 <b>Cost of Goods Sold Schedule:</b>		
Beginning Inventory	\$	440,017.46
Purchases		2,146,692.07
Cost of good available for sale		2,586,709.53
Ending Inventory		(529,139.00)
<b>Cost of Goods Sold</b>	<b>\$</b>	<b>(2,057,570.53)</b>
 <b>Gross Profit from Sales</b>	 <b>\$</b>	 <b>715,369.52</b>
 <b>Other Bookstore related income:</b>		
Discounts Earn		3,510.71
Buyback Commissions		11,442.74
<b>Total Other Income</b>		<b>14,953.45</b>
<b>Net Bookstore Revenue</b>	<b>\$</b>	<b>730,322.97</b>
 <b>Operating Expenses</b>		
Salaries	\$	211,222.50
Employee Benefits		29,489.85
Contractual Services		11,471.51

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**STUDENT ENROLLMENT DATA**

**APPENDIX III**

Term	Headcount Including Adult Education	Headcount Excluding Adult Education
Summer 2011	3990	3380
Fall 2011	7104	6549
Spring 2012	7024	6351

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**COLLEGE CALENDAR**

**APPENDIX IV**

***Spring Semester, 2012***

- January 12, Thursday - Opening Semester meeting for all employees; full-time and adjunct faculty workshops
- January 13, Friday - Friday Night Credit Classes Begin
- January 14, Saturday - Saturday Credit Classes Begin
- January 16, Monday - Weekday Credit Classes Begin
- January 23, Monday - Adult Education Classes Begin
- March 5-9, Monday through Friday - Mid-Term Week
- March 5 - Summer 2012 Priority Registration begins for students with 42 college credits or more
- March 12, Monday - Start of Second 8-Week Credit Classes, Summer 2012 Registration for new or returning students
- March 25-April 1, Sunday to Sunday - Spring Recess, No Classes (Offices remain open until 4:30 p.m.)
- March 31, Saturday - No Saturday Classes – College Closed
- April 2, Monday - Weekday Credit Classes Resume
- April 6, Friday - Last Day for Withdrawals (For most 16-week classes)
- April 19, Summer and Summer Intersession 2012 tuition and fees due, drop for non-payment
- April 23, Fall 2012 Priority Registration begins for students with 42 college credits or more
- April 30, Fall 2012 Registration for new or returning students
- May 4-5, Friday-Saturday Final Exams for Friday Night and Saturday Credit Classes
- May 7-11, Monday through Friday - Final Exam Period for Weekday Credit Classes (including Friday day classes)
- May TBA - Commencement
- May 12, Saturday - Last Day of Adult Education Classes

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***Summer Intersession, 2012***

- May 14, Monday - Credit Classes Begin
- May 28, Monday - Memorial Day, College Closed
- June 7, Thursday - Final Exam Period for Credit Classes

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***Summer, 2012***

- June 8, Friday through July 27 - College closed on Fridays
- June 11, Monday - Credit Classes Begin
- June 11, Monday - Adult Education Classes Begin
- July 4, Wednesday - Independence Day Observance, College Closed
- July 3-6, Tuesday through Friday - Mid-Term Week
- July 27, Friday - Last Day for Withdrawals (For most 8-week classes)
- July 30, Monday - Last Day for Withdrawals **in-person only**. (For most 8-week classes)
- August 2, Thursday, Fall 2012 Tuition and fees due
- August 3, Friday - Last Day of Adult Education Classes
- August 6-10, Monday through Friday - Final Exam Period for Credit Classes

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***Fall, 2012***

- August 16, Thursday - Opening Semester meeting for all employees; full-time and adjunct faculty workshops
- August 17, Friday - Friday night credit classes begin
- August 18, Saturday - Saturday credit classes begin
- August 20, Monday - Weekday credit classes begin
- August 27, Monday - Adult Education classes begin
- September 3, Monday - College closed for Labor Day recess
- October 8-12, (Monday-Friday) - Mid-term week
- October 16, (Tuesday) - Professional Development Day, no day or night classes; College offices closed
- October 17, (Wednesday) - Start of second 8-week credit classes
- November 9, Friday - Last day for withdrawals (for most 16-week classes)
- November 21-23, Wednesday-Friday - College closed for Thanksgiving recess

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- November 24, Saturday - College closed, no Saturday classes
- November 26, Monday - Classes resume
- December TBA - Commencement
- December 7-8, Friday-Saturday - Final Exams for credit classes meeting only on Friday or Saturday
- December 10-13, Monday-Thursday - Final Exam Period for weekday credit classes
- December 15, Saturday - Last day of Adult Education classes
- December 24, 2012-January 1, 2013, Friday-Monday - College closed



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**COLLEGE MAP**

**APPENDIX VI**

<http://www.mchenry.edu/maps/index.asp>