

REQUEST FOR PROPOSAL TO OPERATE

ONLINE BOOKSTORE AT

SUNY Sullivan County Community College

NUMBER: RFP-10.07.22\_SCCC

BID DUE DATE- January 13<sup>th</sup> 2023

Sullivan County Community College considers all information in this Request for Proposal to be privileged and confidential. All information is intended for the sole use of the individual or entity name in the cover attached to this document.

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ATTACHMENTS:

NOTE: To simplify the review process for the College, Administration and the Bookstore Evaluation Committee, and to assist with making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in Section 5, "Bookstore Program Requirements / Proposal Submittal Requirements." In addition, the Financial Bid Form (Attachment A) and the Iran Divestment Act of 2012 (Attachment D) must and signed by an authorized company representative.

SECTION 1: INSTRUCTIONS & TIMELINE
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I. GENERAL INFORMATION

- a. Sullivan County Community College (SCCC) invites your company to submit a proposal for Management of the Online Bookstore for a term of three (3) years, with the option to renew the contract for three consecutive one-year renewal terms. The Online Bookstore, as defined in this Request for Proposal (RFP), includes the following:
  - Bookstore Website
  - Occasional in person pop up (location and need are determined semester to semester)

- b. Your company's Proposal must remain in effect for a minimum period of one hundred fifty (150) days following the RFP opening date in order to allow for adequate time for the evaluation approval, and issuance of the award notice. The selected bidder's offer will remain firm for the duration of any resulting award and extensions.
- c. The College reserves the right to reject any or all Proposals, and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.
- d. By submitting a Proposal, your company acknowledges complete understanding of, and willingness to comply with, all of the instructions, conditions, specifications, and requirements contained in this RFP.
- e. By submitting a Proposal, your company agrees that neither you nor any other agent or representative of your company will initiate any communications to promote or advertise your Proposal to any SCCC Staff or Faculty or to any SCCC Board of Trustees members, except in the course of the college sponsored inquiries, briefings, interviews, or presentations.
- f. When this document is signed and submitted, this Proposal constitutes an offer to perform in accordance with the terms and specifications as stipulated herein.

## 1.2 Timeline

The Timeline of key dates is as follows:

ACTION	DATE
RFP Issue Legal Posting	Dec 6 <sup>th</sup> and 8 <sup>th</sup>
Bidders Written Questions Due	Dec 16 <sup>th</sup>
SCCC Issues Responses to Written Questions	Dec 20 <sup>th</sup>
Proposals Due	January Friday the 13 <sup>th</sup>
Review of Proposals by SCCC	TBA
Notice of Intent to Award Date	TBA

SUNY Sullivan reserves the right to revise the Timeline at its sole discretion.

## 1.3 Questions and Requests for Additional Information

- a. Questions must be submitted in writing or e-mailed by December 16th ,4:00 p.m. (Eastern Standard Time)
- b. All communication from contractors during the entire RFP process must be solely within the time period of Dec 6th through Jan 13th 2023

#### 1.4 Proposal Receipt

- a. Proposals must be submitted no later than 4:30 p.m. (Eastern Standard Time) on Friday January 13th 2023. In the interest of fairness to all participants, no extension or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Proposers.
- b. All proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One (1) original and three (5) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Stephen Samuel  
Coordinator of Purchasing  
112 College Rd Loch Sheldrake NY 12759  
[ssamuel@sunysullivan.edu](mailto:ssamuel@sunysullivan.edu)

The College reserves the right to select one or none of the Proposals submitted

#### 1.5 Presentation

After review of the Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length (Date TBD).

SECTION 2: INTRODUCTION
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#### 2.1 Invitation

The College recognizes that the traditional college bookstore business is in a transformational period, and it is the intent of the College to be on the cutting edge of campus retail services. Therefore, the College has initiated this Request for Proposal process to seek an innovative and proactive partner that is on the cutting-edge of campus retail services to effectively serve the SCCC community. The College's goal is to provide innovative, state-of-the-art retail services that will result in the following:

- Improved affordability for SCCC Students by reducing course materials costs
- Improved customer satisfaction through cutting-edge retail innovation
- Increased market share
- A state-of-the-art destination/retail facility that contributes to student life
- Financial contribution to the College, while achieving the qualitative and service goals of the RFP

Elements of innovative, state-of-the art campus retail services should include, but not be limited to, the following:

- Creating a customer-centric innovative retail environment.
- Supporting the academic mission of SCCC by providing efficient and effective course materials services to students and faculty.

- Creating and implementing effective strategies to reduce the cost of course materials to SCCC Students by offering a comprehensive textbook rental program, a strong used textbook and buyback program, an innovative digital textbook/course materials program, access to OER course materials, and access to emerging course materials programs and technologies.
- Leading the transformation from traditional textbooks to digital course materials. Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials.
- Developing a comprehensive e-commerce strategy long with social media engagement strategy.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions and ensuring efficient processing of all transactions.
- Supporting the academic mission of SCCC by providing products and services that support campus events (i.e.. faculty and alumni author events, speakers, and other campus academic and social events).
- Developing a comprehensive marketing and promotional strategy that will assist with advancing SCCC's Brand.
- Assisting with promoting and branding SCCC by offering a broad selection of emblematic clothing and gifts.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Utilizing state-of-the-art technology and emerging technologies for course materials operations (e.g., point-of-sale transactions, inventory status, registration integration, textbook rental, buyback, etc.).

## 2.2 Current Online Bookstore Operation

The Online Bookstore currently consists of the following operations/programs:

- Bookstore Website  
(Note: Throughout this RFP, the Bookstore and Website are referred to, collectively, as the "Online Bookstore.")

## 2.3 Proposal Evaluation Criteria

The criteria that will be used by the College to evaluate Proposals include but are not limited to, responses submitted to Section 5 of this RFP.

## 2.4 Online Bookstore Evaluation / Proposal Evaluation

A Evaluation Committee will be appointed by the College and the Committee will review each Proposal for compliance with requirements, and evaluate each Proposal in accordance with the defined criteria.

# SECTION 3: SCCC BACKGROUND INFORMATION

## 3.1 Background

Sullivan County Community College was organized and became a legal entity on September 13, 1962, when the State University of New York trustees approved its establishment as a two-year community college of the State University of New York (SUNY). On September 23, 1963, SUNY Sullivan welcomed its first freshman class.

The successful establishment of the college must be credited jointly to local citizens who conducted surveys and advocated for the creation of a college and to the county Board of Supervisors who saw the desirability and need for a community college in the Sullivan County area.

It has been over 50 years since the college moved from its modest quarters in a former South Fallsburg (NY) high school to the 405 acre site it presently occupies. It has grown from a faculty of nine and a student body of 72 (enrolled in three curricula), in its first year of operation in 1963-1964, to a full-time and part-time enrollment of more than 1400 students in over 40 degree and certificate programs. SUNY Sullivan is housed in facilities designed by the New York firm of Edward Durrell Stone . The academic buildings are connected to one another by enclosed corridors, making it a truly all-weather campus.

### 3.2 Enrollment

Fall 2022-2023

We enrolled 504.9 AAFTEs in Fall 2022 compared to 473.2 AAFTEs in Fall 2021, which was a significant improvement.

### 3.3 Academic Calendar

SCCC operates on Fall and Spring semesters, along with a Winter Session and two Summer Sessions.

## SECTION 4: ONLINE BOOKSTORE BACKGROUND INFORMATION

### 4.1 Products and Services

The Online Bookstore currently features products and services that include, but are not limited to; course materials, emblematic clothing and gifts, non-emblematic clothing and gifts, school supplies, general books, computer/technology supplies, electronics, convenience products etc.

### 4.2 Hours of Operation

On-line

(Note: Hours are extended during the first two weeks of the fall and spring semesters as well as the beginning of each summer session.)

#### 4.3 Follett Bookstore Sales

					Store 2236
SULLIVAN CC					
COMMISSION COMPUTATION					
JULY 2020 - JUNE 2021					
	Gross Sales	Less: Rent Exempt Sales	Commissionable Sales		
Jul-20	\$ 52.00		\$ 52.00		
Aug-20	\$ 7,195.93	\$ -	\$ 7,195.93		
Sep-20	\$ 22,893.51	\$ (69.95)	\$ 22,823.56		
Oct-20	\$ 1,433.93	\$ -	\$ 1,433.93		
Nov-20	\$ 68.25	\$ -	\$ 68.25		
Dec-20	\$ 462.68	\$ -	\$ 462.68		
Jan-21	\$ 19,263.12	\$ -	\$ 19,263.12		
Feb-21	\$ 5,226.22	\$ -	\$ 5,226.22		
Mar-21	\$ 886.86	\$ -	\$ 886.86		
Apr-21	\$ (528.94)	\$ -	\$ (528.94)		
May-21	\$ 2,530.78	\$ -	\$ 2,530.78		
Jun-21	\$ 355.86	\$ -	\$ 355.86		
	\$ 59,840.20	\$ (69.95)	\$ 59,770.25		
Commission:					
6%	Commission on sales		\$ 59,770.25	\$ 3,586.22	

#### Section 5: Online Bookstore Program Requirements/ Proposal

#### SUBMITTAL REQUIREMENTS

(Note: To simplify the SCCC review process, the format for all Proposals must be consistent with the information requested in the Submittal Requirements of this Section.) This Section includes Online Bookstore Program and Submittal Requirements. Contractors are required to respond to all Submittal Requirements included in this Section.

#### 5A. Company History and Background Submittal Requirements

##### 5.1 Company History and Background

a. Company Background. Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving public community colleges.

b. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for online

bookstore operations. Identify at least five (5) clients with online bookstores similar in nature to Sullivan County Community College's featuring specialty programs.

c. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past three years. Including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.

d. Financial Statements. Include your company's certified financial statements for the past two (2) years, along with your company's S&P or D&B rating.

## 5B. Operations Program Requirements

### 5.2 Operations

a. Online Bookstore Name. The name of the Online Bookstore shall be the "Sullivan County Community College Online Bookstore," or another name that is mutually agreed upon.

b. Contractor Duties/Responsibilities. The contractor shall operate the Online Bookstore on its own credit, and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the SCCC.

c. Products and Services. The contractor shall provide SCCC with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, Open Educational Resources (OER), rental textbooks, general books, bestsellers, reference books, supplies, art supplies, Technology Center (e.g., computer software, computer/technology products, etc.), course related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. The College strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the SCCC Community; generate traffic in the Bookstore; and assist with transitioning from a traditional college bookstore to a destination center offering state-of-the-art online campus retail services.

d. Right to Operate the Online Bookstore. The contractor shall have the right to operate the Popup Bookstore. However, the SCCC may authorize the sale of certain items by approved vendors, student groups, or SCCC organizations. The contractor must recognize that SCCC is focused on course material affordability for SCCC Students. As part of this focus, SCCC will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), etc. It is SCCC's hope that the selected contractor will bring value-added programs and services with respect to digital delivery.

e. Authority Re: Product Offerings. The contractor shall withdraw from display or sale, any item or items, which the SCCC requests not be displayed or sold.

f. Locations/Programs. The contractor shall manage and operate the following Online Bookstore locations and programs:

- Online Bookstore Website

g. Fixtures/Equipment for Special Events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on campus to capitalize on sales opportunities.

i. Website/Social Media. The contractor shall manage and operate a unique full- service Bookstore Website and unique Bookstore social media program for the Online Bookstore.

j. Reporting Requirement. The contractor shall report to SCCC for matters pertaining to the contract. The contractor's Regional Manager will meet with VP Marc Singer and Finance Officer on a quarterly basis, at a minimum, to review performance.

k. Licensing. Permits, Taxes. The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

## 5C. Operations Submittal Requirements

### 5.3 Operations

a. Acknowledge acceptance of SCCC Operations Program Requirements as described in Section 5.2 of the RFP.

b. Management Plan. Describe your management/operations plan for the Sullivan County Community College Online Bookstore described in Section 5.2 of the RFP.

## 5D. Customer Service Program Requirements

### 5.4 Customer Service

a. Customer Service Expectations. The contractor shall provide excellent customer service at the Online Bookstore.

b. Name Tags/identification Tags. The contractor shall ensure that all Bookstore employees wear name tags/identification tags and/or uniforms when on-site, at the request of the SCCC.

c. Image of the Online Bookstore. The contractor shall operate the Online Bookstore in a manner that reflects the image and reputation of SCCC and supports the mission of SCCC. The contractor shall become involved in the academic, cultural, and social environment at SCCC, take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of SCCC, and, where and when appropriate, create temporary selling points at various sites around the campus in connection with special events and programs.

d. Support of Student Organizations. The contractor shall cooperate to whatever reasonable extent possible in order to assist and support student organizations and student activities with respect to Online Bookstore services and merchandise.

e. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys and student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with SCCC Administration for evaluation and input.



f. Bookstore Advisory Committee. The contractor's Online Bookstore Manager shall meet up to four times per year with the Bookstore Advisory Committee and with the contractor's Regional Manager shall attend at least one Bookstore Advisory' Committee meeting per semester. Further, the contractor's Bookstore Managers shall work cooperatively with the Committee and with College officials in the development and improvement of Online Bookstore programs, merchandise selection, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from the SCCC officials to improve the program, services, and policies. The Online Bookstore Manager or his/her designee are also expected to meet periodically with deans, department heads, and other faculty members.

g. Refund Policy. The contractor's refund policy shall be sensitive to the needs of SCCC Students and customers.

5E. Customer Service Submittal Requirements

5.5 Customer Service

a. Acknowledge acceptance of the SCCC Customer Service Program Requirements as described in Section 5.4 of the RFP.

b. Customer Service. Describe in detail how your company will provide excellent customer service at the Online Bookstore.

c. Customer Feedback. Describe the methods your company will use to obtain regular feedback from Online Bookstore customers to ensure a high level of customer satisfaction.

5F. Staffing / Personnel Program Requirements

5.6 Staffing / Personnel

a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Online Bookstore in accordance with the requirements established by SCCC.

b. ADA. The contractor shall comply with the Americans with Disabilities Act

5G. Program Requirements

5.7 Course Materials

a. Comprehensive Course Materials Services. The contractor shall provide comprehensive course materials services and shall work closely with the College to support all Academic Programs.

b. Agent for the Collection of Textbook Adoptions. The contractor shall be the College's agent for the collection and compilation of course materials adoptions and provide course materials to students at RCC. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies including textbooks, OER course materials, course packs, software and materials published or distributed electronically.

c. Course Materials Quantities. The contractor shall provide sufficient quantities of course materials, custom-published materials, OER course materials software, and related academic supplies and materials, as required by the faculty for course work, to be available for purchase by students according to the schedule established by the College.

d. College Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by SCCC's Faculty or Staff is the property of the College. The contractor shall provide course materials adoption data and/or adoption forms to the College within twenty-four (24) hours of the College and the College's request for copies of such adoption data and/or adoption forms.

e. Early Textbook Adoptions. The contractor, working with SCCC Faculty, shall make every effort to obtain early course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Online Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.

f. Distance Learning/Online Courses/Extension Centers. The contractor shall provide course materials services for the College's current or future distance learning/online courses/extension center programs and other programs, as desired by the College.

g. Custom-Published Materials. The contractor shall provide custom-published materials (i.e., course packs). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.

h. Textbook Rental Program. The contractor shall provide a full-service textbook rental program at the Bookstore.

i. Digital Course Materials. The contractor shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. Throughout the contract, the College will continually evaluate digital delivery programs in the marketplace and will have the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the College.

j. Open Educational Resources. The contractor shall provide access to OER course materials to support academic programs as needed/required by SCCC Faculty.

k. Online Course Materials Ordering. The contractor's website for the Bookstore shall include but not be limited to, the ability for customers to order and reserve textbooks/course materials.

l. Students with Disabilities. The contractor shall provide required course materials services to students with disabilities through collaboration with SCCC.

m. HEOA/Other Laws. The contractor shall work with the College to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.

n. Desk Copies. The College prohibits the purchase and sale of complimentary/desk copies by the Online Bookstore.

## 51. Course Materials Program Submittal Requirements

### 5.9 Course Materials

a. Acknowledge acceptance of the SCCC Course Materials Program Requirements as described in Section 5.8 of the RFP.

- b. Course Materials Market Share. Include your plan to develop strong relationships with faculty and your plan to market and promote course materials to students at each campus.
- c. Services and Programs. Describe in detail the course materials services and programs that your company will provide to faculty and students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).
- d. Academic Programs. Describe your plans to provide comprehensive course materials services to support specialized Academic Programs at SCCC.
- e. Custom Publishing/Course pack Program. Describe your custom publishing/course pack program.
- f. Distance Learning/Online Courses/Extension Centers. Describe your plan to provide comprehensive course materials services to support current and/or future distance learning/online courses/extension center programs.

5J. Affordability / Pricing Policy Program Requirements

5.10 Course Materials Affordability / Pricing Policies

a. Course Materials Affordability. The College is extremely committed to making course materials affordable to SCCC Students. The contractor's course materials pricing policies should be innovative and exceed the pricing policy requirements as described in Sections 5.10b and c of the RFP.

b. Pricing Policy-Course Materials. The contractor shall adhere to the following course materials pricing policy:

- "List-Priced" new textbooks shall be sold at no higher than list price.
- "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
- "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc. bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Course related-supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin.
- Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
- (Note: Some digital course materials shall be sold at less than a 20% gross margin. See definition of Pure Digital Course Materials Sales, Section 5.23a of the RFP.)
- Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- Course packs and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.

- Textbook rentals shall be rented at competitive national prices. and on average shall not exceed fifty percent (50%) of the purchase price.

c. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., the pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

d. The C011eee Audit Rights. The College have the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

#### 5K. Affordability / Pricing Policy Submittal Requirement

##### 5.11 Course Materials Affordability / Pricing Policies

a. Acknowledge acceptance of the SCCC Course Materials Affordability/Pricing Policy Program Requirements as described in Section 5.10 of the RFP.

b. Course Materials Pricing Strategies. Describe your plans to address the pricing concerns of students at SCCC. Include a detailed description of your company's Price Match Guarantee Program, Price Comparison Software, dynamic pricing, or similar programs that your company will implement at SCCC in order to provide value. compete with online booksellers, and increase market share.

#### 5L. Other Course Materials Program Requirements

##### 5.12 Innovative Methods of Delivering Course Materials

a. Textbook Rental Program. The College is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of textbook rentals for SCCC Students.

b. Used Textbook Program. The College is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of used textbooks for SCCC Students.

c. Buyback. The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.

d. Digital Course Materials/innovative Course Materials Delivery Mechanisms. The contractor shall present all desirable innovations for the delivery of textbooks and course materials to SCCC Administration and Faculty. The contractor shall work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

- e. Open Educational Resources (OER). SCCC recognizes the value of OER and the contractor will need to accommodate the adoption of OER as requested by SCCC Faculty.

#### 5M. Other Program Submittal Requirements

##### 5.13 Innovative Methods of Delivering Course Materials

- a. Acknowledge acceptance of College's Other Course Materials Program Requirements as described in Section 5.12 of the RFP.
- b. Digital Delivery. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following: A detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.
- c. Open Educational Resources (OER). Describe any value-added service that your company can provide with respect to Open Educational Resources (OER) and other low-cost methods to deliver course materials to students and faculty.
- d. Textbook Rental Program. Describe in detail the textbook rental program that your company will provide.
- e. Used Textbook Program. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.
- f. Buybacks. Acknowledge your company's compliance with the buyback requirements, per Section 5.12c of the RFP. Provide additional details regarding your company's buyback program.

#### 5N. General Merchandise Pricing Policies Program Requirements

##### 5.14 General Merchandise Pricing Policies

- a. Pricing Policy-General Books. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.
- b. Pricing Policy-General Merchandise. The contractor shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry.

#### 5O. General Merchandise Pricing Policies Submittal Requirements

5.15 General Merchandise Pricing Policies

a. Acknowledge acceptance of the SCCC General Merchandise Pricing Policies Requirements as described in Section 5.14 of the RFP.

5P. General Merchandise and Marketing Strategy Program Requirements

5.16 General Merchandise and Marketing Strategy

a. General Merchandise Selection. The contractor shall provide a till range of general merchandise including emblematic clothing, emblematic gifts. computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies, course related supplies, , graduation related merchandise, and other services expected from a full-service Bookstore.

b. Emblematic Clothing and Gifts. The contractor shall promote and brand SCCC by offering a broad selection of emblematic clothing and gifts that comply with SCCC's current or future licensing requirements, design guidelines, and requirements tor branded products. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

c. Technology Center. The contractor shall provide a selection of technology products and services. Technology products shall include, but not be limited to, computer accessories, computer hardware, computer/technology supplies, etc.

d. General Books/Reference. The contractor shall provide a selection of general books and reference books, including a selection of general book Bestsellers.

e. Course Related Supplies. The contractor shall provide sufficient quantities of all course related supplies, including art kits, nursing patches, culinary knife kits, and other supplies as requested by SCCC Faculty.

f. New Product Lines. The contractor shall continually expand and introduce new product lines that appeal to customers (e.g.. students, faculty, staff, alumni, and visitors) and generate traffic into the Bookstore. At the request of SCCC, the contractor shall occasionally sell products in the Bookstore created and designed by SCCC Students.

g. Website/Social Media. The contractor shall manage and operate a unique full- service Bookstore Website and unique social media program for the Bookstore. The Website will feature a full range of emblematic merchandise. The contractor shall develop and implement a social media marketing and promotion strategy for the Online Bookstore and to the extent that the contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with College sites, the contractor shall be required to keep its posted information up-to-date, refresh its sites frequently; consistent with effective social media strategies, and conform to College social media standards and practices.

h. Graduation Merchandise. The contractor shall offer graduation merchandise (e.g., announcements, diploma frames, etc.) in the Bookstore and at other locations as designated by the SCCC during Graduation.

i. Licensing Program. The contractor shall only purchase branded merchandise from vendors who adhere to current or future SCCC Licensing Program requirements.

j. Vendor Code of Conduct. The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

#### 5Q. General Merchandise and Marketing Strategy Program Submittal Requirements

##### 5.17 General Merchandise and Marketing Strategy

a. Acknowledge acceptance of SCCC General Merchandise and Marketing

Strategy Program Requirements as described in Section 5.16 of the RFP.

b. Emblematic Logo Merchandise Sales. Provide a detailed description of your plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Website.

c. General Books/Reference. Provide a detailed description of your plans to provide a selection of general books and reference books, including a selection of general book Bestsellers, including your plan to ensure that the general book program supports the academic excellence of SCCC.

d. Technology Center. Provide a detailed description of your plans to provide a Technology Center in the Bookstore as described in Section 5.1 6c. Describe your company's experience providing Technology Centers at similar institutions, including institutions offering repair services. Include a description of your company's working relationship with third-party vendors (i.e., Apple).

e. Course Related Supplies. Provide a detailed description of your plans to provide sufficient quantities of all course related supplies.

f. New Product Lines. Describe your plans for new or expanded product lines and/or services to be offered at the Bookstore, including an emphasis on product lines and/or services that will meet the needs of students, faculty, staff and alumni.

g. Campus Events. Describe your plans to take advantage of campus events and activities at SCCC organized by other campus entities, and/or your plans to create your own campus events and activities in order to promote additional sales.

h. Marketing/Advertising/Social Media Plan. Describe your marketing, advertising, and social media plan for the Bookstore

i. Graduation Merchandise. Describe you plan to offer graduation merchandise (e.g., announcements, diploma frames, regalia, etc.) if requested, in the Bookstore and at other locations as designated by SCCC during Graduation.

#### 5.18 Financial Reporting

a. Monthly Reporting. On a monthly basis, the contractor shall submit a detailed sales report to SCCC, including total sales, website sales, sales by category/department, non-commissionable sales (with supporting detail). for the Bookstore.

b. Annual Reporting. On an annual basis, or as requested, the contractor shall submit a detailed Bookstore financial statement to the College. At a minimum, the Online Bookstore financial statement shall include the following:

- Sales by Category[Department including commissionable and noncommission able sales
- Cost of Goods Sold Gross Margin, Total Sales
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
- Commission Paid to SCCC
- Profit/Loss
- Dollar Amount of "Retail Textbook Buyback"
- Dollar Amount of "Wholesale Textbook Buyback"
- Course Materials Units Sold by Department
- Number of Website Orders
- Website Sales
- Other Reports as requested by SCCC(e.g., customer counts, unit sales, transaction size, etc.)

c. Contractor's Financial Statement. The contractor shall provide SCCC with a copy of its certified company financial statement on an annual basis.

#### 5U. Financial Proposal Submittal Requirements

#### 5.21 Financial Reporting

a. Acknowledge acceptance of College's Financial Reporting Requirements as described in Section 5.20 of the RFP.

#### 5.22 Financial Projections



a. Financial Projections. Provide financial projections for the first five (5) years of operation of the Bookstore. Projections must include the following:

- Sales by Category/Department
- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (e.g., Management Fee, Company Overhead Charges)
- Commission to SCCC
- Profit/Loss
- Website/E-Commerce Sales

#### 5.23 Financial Proposal

One of the goals of the College is to maximize the Bookstore's financial return by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit to the College will be comprised of the following components:

- Financial Return (see Section 5.23a)
- Signing Bonus/Transition Payment (see Section 5.23b)

a. Financial Return. Describe the financial return your company will remit for the operation of the Bookstore, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of Commissionable Sales (see definition, below)
- The commission on Pure Digital Course Materials Sales

The College's requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the Bookstore Website, or elsewhere. Gross Sales shall include any commissions, and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) for authorized sales by other companies or organizations on the Bookstore Website.
- "Commissionable Sales" shall be defined as Gross Sales less:
- Voids
- Customer refunds

- Handling fees associated with the non-return of rental textbooks
  - Discounted sales to authorized College Departments
  - Discounts (provided that the discount amount thereof was included in Gross Sales)
  - Sales tax paid by the contractor to any government agency which was collected from customers
  - Computer hardware sales
  - Sales made at no margin by the contractor at the request of the College "Pure Digital Course Materials Sales" shall be defined as digital-only content that is adopted by SCCC Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of NetPriced Bundled Packages or any other bundled packages of Course Materials adopted by SCCC Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Material Sales with a gross margin exceeding 20% shall be included in the calculation of Commissionable Sales for the full commission rates.
  - The contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual guarantee.
  - Payments shall be made to the College based on the Bookstore's
  - Commissionable Sales on a monthly basis via electronic funds transfer (EFT). The College shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by the College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
  - The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
  - The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives.
- b. Signing Bonus/Transition Payment. Provide the Signing Bonus/Transition Payment that you will submit to the College for the operation of the Bookstore.
- c. Additional Financial Incentives. Describe each type of additional financial incentive that your company will provide along with the corresponding amount for each incentive (e.g., Textbook Scholarships, General Scholarships, etc.).

## 5V. Technology Program Requirements

### 5.24 Technology

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course

materials, etc.) to deliver the desired level of service. (Note: The College will not buy out the un-depreciated portion of the contractor's technology investment at the term inaction, expiration, or non-renewal of the contract.)

- b. Technology Integration. The contractor's systems shall have the ability to interface, at the contractor's sole expense, with current or future College system.
- c. Website. The contractor shall manage and operate a unique, full-service Bookstore Website. The site shall conform to the College design guidelines and link to and from SCCC's Website. The Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The Website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the Bookstore Website, and advertising accepted, shall require the College's prior written approval. Third-party vendors on the Website must be pre-approved by the College Administration.
- d. SCCC Campus Card. The contractor must be able to accept any current or future SCCC Campus Card as a tender type. which includes, at the contractor's sole expense, integration with the SCCC Campus Card system and processing of financial aid transactions.
- e. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standard. The contractor must provide a statement acknowledging they are in PCI Compliance and going forward will continue to provide any PCI Certification documentation that may be required annually.
- f. Computer Equipment and FERPA Compliance. Contractor's computer equipment must be certified and approved by the College's IT Department in order to be put on the College's network or communication systems. Contractor's processes must be FERPA compliant.
- g. Europay, Mastercard, and Visa (EMV) Compliance. The contractor shall ensure that all transaction terminals in the Bookstore are compliant with current EMV standards for authorizing credit and debit card transactions.
- h. Customer Data. The contractor shall notify the College promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the College any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the College shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the College. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

All customer data must be kept confidential and shall not be shared or sold by the contractor without the express written approval of the customer.  
Contractor must have data breach insurance.

## 5W. Technology Submittal Requirements

### 5.25 Technology

- a. Acknowledge acceptance of College's Technology Program Requirements as described in Section 5.24 of the RFP.
- b. Technology Plans. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the College. and the Online Bookstore.
- c. Website/E-Commerce Plans. Include a detailed description of your plans to offer the following:
  - Course materials reservation program
  - Online course materials ordering program
  - Online textbook adoption program
  - Online buyback program
  - Registration integration program
  - Compliance with HEOA (i.e., textbook ISBN number availability)
  - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- d. Technology Investment. Include your estimated capital investment for technology/automation in the Bookstore (excluding website development costs) and a timeline for your automation plans. Include your company's plan for integration with the College's systems.

## 5X. Miscellaneous Requirements

### 5.27 Contractor Obligations

The contractor shall provide the following as part of its management and operation of the on line Bookstore:

- Vehicles. The contractor shall provide Vehicle(s) necessary (if any) for the operation of the online Bookstore..
- Internal online Security. The contractor shall collaborate with SCCC IT Department, the College and the SCCC Administration concerning questions of discipline, enforcing regulations, and internal network security and theft control in their online Bookstore. The contractor's first point of contact with regard to security and safety issues for the online Bookstore shall be SCCC IT Department.

## 5Y. Miscellaneous Submittal Requirements

### 5.28 Miscellaneous

- a. Acknowledge acceptance of the Colleges Miscellaneous Requirements as described in Sections 5.26 and 5.27 of the RFP.
- b. Transition Plan. Describe your Transition Plan, including the following:

- c. Timeline and dates
- d. Additional Information. Provide the College with additional information you feel is pertinent.

## 5Z. Exceptions to the RFP Submittal Requirements

### 5.29 Exceptions to the RFP

- a. Exceptions to the RFP. Identify any exceptions to the RFP that are included in your Proposal.

## SECTION 6: CONTRACT TERMS & CONDITIONS

### 6.1 Term

- a. Contract Term. The term ("Term") of the contract will be for three (3) years beginning\_\_TBA\_\_, and ending on \_\_TBA\_\_. The College shall have the option to renew the contract for three (1) one-year renewal terms (each a "Renewal Term") by providing the contractor with one hundred twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

### 6.2 Termination

- a. The contract shall contain the following clauses with respect to termination:
- b. Termination with Cause. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of the Bookstore. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the College to the contractor informing the contractor of its failure to fulfill or perform said material obligation. Then the College may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- c. Termination without Cause. The College may terminate the contract at any time by providing the contractor with one hundred-fifty (150) days written notice.
- d. Termination for Bankruptcy/insolvency. The College may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy. Receivership. trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

### 6.3 Contract Administrator

- a. Contract Administrator. SCCC Vice President for Administrative Service will be the Contract Administrator, for any contract that results from this RFP.

### 6.4. Legal Fees

a. Legal Fees. The contractor shall be responsible for any attorney and/or court fees in the event the contractor defaults and court action is required.

#### 6.5 Contract Award

- If the College accepts a Proposal, a Contract for Online Bookstore Management Services will be prepared and signed by College and the contractor.

#### 6.6 Compliance with Laws

- a. The contractor agrees to comply with all applicable national, state and local laws and regulations ("Applicable Laws"), including but not limited to relevant employment laws, in the course of providing services under this contract, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, as well as the College policies concerning such laws.
- b. Neither Party shall take any action or omit to take any action that would jeopardize or endanger in any manner SCCC's licensure, accreditation, federal, state or local tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from the United States government or participate in any manner in federally related student loan programs.

#### 6.7 Confidentiality

- a. Except as required pursuant to Applicable Laws, the contractor agrees not to disclose or to use, directly or indirectly, except as contemplated in this contract, any proprietary or confidential data, trade secrets or other information relating to the SCCC or their affairs (including the information and terms contained in this contract) which may be disclosed to, or become known by the contractor in connection with the services or the contractor's performance of this contract.

#### 6.8 Insurance

a. By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the Insurance Requirements included in Attachment B.

#### 6.9 Indemnification

- a. The contractor agrees to defend, indemnify and hold harmless the College for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the contractor agrees to enable the College's continued use of the deliverable, or to modify or replace it. If the College determines that none of these alternatives is reasonably available, the deliverable may be returned.

#### 6.10 Subcontractors

- a. The contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the College. The contractor shall not subcontract any part

of the Work without the written consent of the College. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the College is void.

ATTACHEMNT
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- Attachment A- Financial Bid Form
- Attachment B- Insurance Requirements
- Attachment D- Iran Divestment Act of 2012

ATTACHMENT ---FINANCIAL BID FORM
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(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

(0/0)\_\_\_\_\_

COMMISSION ON PURE DIGITAL SALES:

% \_\_\_\_\_

2. MINIMUM ANNUAL GUARANTEE:

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

Note: The Contractor shall pay SCCC the greater of the Minimum Annual Guarantee or the Commission as a percent of Commissionable Sales.

3. SIGNING BONUS/TRANSITION PAYMENT:

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

4. ADDITIONAL FINANCIAL INCENTIVES: (e.g. Textbook Scholarships, General Scholarships, etc.).

(S) \_\_\_\_\_

5. FACILITY INVESTMENT:

(Depreciated on a straight-line basis over five (5) years)

\_\_\_\_\_

(Note: The capital investment in the facility must not include technology and equipment.)

6. TECHNOLOGY INVESTMENT:

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PROPOSAL SUBMITTED BY:

Company:

Company Address:

Federal I.D. #:

Authorized Signature:

Signer's Printed Name:

Title:

Date



ATTACHMENT B----INSURANCE REQUIREMENTS
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Commercial General Liability (CGL) Each Occurrence	
General Liability	
Personal & Advertising Injury	
Med Expense Any One Person	810,000
Damage to Rented Premises General Aggregate	
Products-Comp / Op Aggregate	
Auto Liability — Including BI and PD (AL)	
Combined Single Limit per accident	
Any Auto Or	
All Owned All Hired All Non-Owned	\$1,000,000
Excess / Umbrella Liability	
Each Occurrence	\$10,000,000
Aggregate	
Workers Compensation and Employers Liability	
Each Employee	Statutory
Each Accident	Statutory
Disability Benefits	
Each Employee	Statutory
All Other Insurances as Required by Law	
SCCC, to be named as Additional Insured on these coverages	GL-AL

## IRAN DIVESTMENT ACT OF 2012

### Iranian Energy Sector Divestment

#### Certification Pursuant to Section 103-g of New York State General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency, or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, or on a case by case business under the following circumstances:

1. The investment in Iran was made before April 12, 2012, the investment activities I Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investment in Iran, or

2. The political subdivision makes a determination that the goods or services necessary for the political subdivision to perform its functions

and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature