

YOUR COMMUNITY YOUR COLLEGE YOUR SUCCESS

Mendocino- Lake Community College District (MLCCD) is inviting submittals from qualified vendors to provide **BOOKSTORE OPERATIONS** for Mendocino College. Upon completion of this process an Agreement is expected to provide comprehensive professional bookstore services to MLCCD beginning **January 10, 2022**.

If you would like to submit a response to this Request for Qualifications and Proposals, please send one (1) electronic copy of requested materials to: uvelasco@mendocino.edu.

Questions regarding this process may be directed to Ulises Velasco, Vice President of Student Services, by calling 707-467-1037 or via email at uvelasco@mendocino.edu.

Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing Ulises Velasco, Vice President of Student Services. Acknowledging Firms will receive a response email within 24 business hours.

No bidder may withdraw their bid for a period of 30 days after the date set for the opening of bids. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

All responses must be received by email by October 28,2021 at 5:00 P.M.



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NOTICE CALLING FOR REQUEST FOR QUALIFICATIONS AND PROPOSALS

PROJECT/BID

District: MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

Project: RFQ & P for Bookstore Operations, Mendocino College

RFQ Deadline: 5:00 P.M., October 28, 2021

Mailing Address: Mendocino College, c/o Ulises Velasco, 1000 Hensley Creek Rd., Ukiah, CA

95482

Submit bids to: uvelasco@mendocino.edu

NOTICE IS HEREBY GIVEN that the Mendocino-Lake Community College District, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

Project description: Provide Bookstore Operations for Mendocino-Lake Community College District.

Complete Request for Qualifications and Proposal documents will be available at the Office of the Vice President of Student Services at the above address or online at www.mendocino.edu, beginning September 27, 2021.

The DISTRICT reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No bidder may withdraw any bid for a period of one hundred twenty (120) calendar days after the date set for bid opening.

PUBLISH: Press-Democrat

PUBLISH DATES: September 30, 2021 & October 7, 2021



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Ulises Velasco Vice President of Student Services



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INTRODUCTION

The Mendocino-Lake Community College District (MLCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide **BOOKSTORE OPERATIONS FOR MENDOCINO COLLEGE.**

It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the evaluation process.

THE DISTRICT

The District consists of one college with three educational centers: Main Campus in Ukiah, CA.; Coast Center in Fort Bragg, CA.; North County Center in Willits, CA.; and, Lake Center in Lakeport, CA.

The Mendocino-Lake Community College District was formed in September 1972 by vote of the citizens of the Anderson Valley, Laytonville, Potter Valley, Round Valley, Ukiah, and Willits Unified School Districts. Planning for the development of the initial offerings of the College occurred in the Spring of 1973, with the first classes offered in July 1973.

Expansion of the District to include the Lake County Districts of Upper Lake, Kelseyville, and Lakeport occurred by vote of the citizens on November 5, 1974. The new District boundaries, established in July 1975, encompass 3,200 square miles of service area. In 1981 the name of the District became Mendocino-Lake Community College District to better reflect the geographical area being served.

The grand opening in spring of 2013 of the \$15 million Mendocino College Lake Center located on 31 acres at 2565 Parallel Drive was followed up by the North County Center opening in the fall of 2013 located at 372 East Commercial Street in Willits. Both centers provide new and exceptional facilities and enhanced educational opportunities for the residents of our region.

In 2015, Mendocino College and College of the Redwoods finalized an agreement to have the Mendocino-Lake Community College District provide educational and support services at the Fort Bragg campus, which College of the Redwoods had previously operated. In 2017, the



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transfer of land and services to Mendocino College became official, with Mendocino College acquiring the Coast Center.

STUDENT HEADCOUNT

2017-2018: 6,628 2018-2019: 6,662 2019-2020: 6,599 2020-2021: 4,300

SUBMITTAL INFORMATION AND SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.

The DISTRICT is inviting vendors to submit separate proposals for a five (5) year agreement with automatic renewal for five (5) one-year extensions to operate the Mendocino College Bookstore. Operation of the bookstore shall include all services provided by the current operator. The colleges are open to and encourage suggestions for improvements and will consider all changes proposed by the vendors. Implementation of changes will require college approval.

Submittal questions must be in writing and be directed to **Ulises Velasco** via email at **uvelasco@mendocino.edu** with the subject line indicating "Question(s) for **BOOKSTORE OPERATIONS FOR MENDOCINO COLLEGE**." If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFQ & P and any addenda provided.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times. Request for Qualification & Proposals Submittal Schedule:

Bid - 1st Advertisement: September 30, 2021 Bid - 2nd Advertisement: October 7, 2021



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Pre-Bid Conference / Virtual Job Walk: October 13, 2021 (Not mandatory. Scheduled upon

request.)

Deadline for written questions: October 24, 2021 Deadline for BID Submittal: October 28, 2021 Review of Submittals: October 29, 2021

Contract Negotiation: November 1, 2021 – November 3, 2021 Board Meeting - Approval Contract Execution: November 10, 2021

During the review of the submittals, MLCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.

Late submittals will not be reviewed and firm will not qualify for consideration. It is the firm's responsibility to ensure submittals are received on or before the deadline.

CURRENT BOOKSTORE OPERATIONS

MENDOCINO COLLEGE

The DISTRICT currently contracts with a commercial firm for the online operation of the Mendocino College Bookstore, https://www.bkstr.com/mendocinocollegestore/home. The current vendor does not provide any in-person or on-ground services at any Mendocino College location.

ANNUAL SALES

The current bookstore contractor has reported below sales figures for the periods indicated:

April 1, 2017 to March 31, 2018	\$500,604
April 1, 2018 to March 31, 2019	\$ 478,510
April 1, 2019 to March 31, 2020	\$ N/A
April 1, 2020 to March 21, 2021	\$102.664



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ANNUAL COMMISSION PAYMENTS

April 1,	, 2017 to	March 31,	, 2018	\$37,545
April 1,	, 2018 to	March 31,	. 2019	\$ 35,888
April 1,	, 2019 to	March 31,	2020	\$ N/A
April 1,	, 2020 to	March 21	2021	\$7,699

The current bookstore contract includes a requirement for payment of a commission to the DISTRICT. The District is requesting the following commission:

- 7% of all gross revenue over \$500,000, or;
- 5% of all gross revenue over \$100,000, but less than \$499,000, or;
- 3% of all gross revenue up to \$99,000.

Bidder may also propose alternative commission payments.

The District is requesting the following pricing policy:

- New required textbooks: No higher than publisher's list price or 25% profit on net price textbooks
- Required used textbooks: Not to exceed 75% of current new textbook selling prices.
- Course packs: No more than 30% gross profit
- School and art supplies: No more than 40% gross profit

Bidder may also propose an alternative pricing policy.

BOOKSTORE SERVICES REQUIREMENTS AND OPERATIONS

The online bookstore operator shall be responsible for managing and operating a comprehensive bookstore program in accordance with the requirements specified in this Request for Proposals and the Agreement between the DISTRICT and the CONTRACTOR. The following is a summary of the services that shall be provided by the bookstore operator:

A. The CONTRACTOR shall be responsible for all costs of operating the online bookstore, including, but not limited to, the following items:



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- 1. All merchandise inventory cost.
- 2. All salaries, wages, and employee benefits payable to or on behalf of the CONTRACTOR'S employees. All employees utilized to operate the online bookstore shall be employed by the CONTRACTOR in their own name, and the CONTRACTOR shall hold the DISTRICT harmless from any and all claims, demands or liability on account thereof.
- 3. CONTRACTOR shall pay its employees no less than the minimum wage established for each such worker by any applicable law, take all necessary precautions for worker safety and provide emergency first aid required by any applicable law.
- 4. CONTRACTOR shall at the minimum maintain online bookstore operations during all instructional terms of the year.
- 5. CONTRACTOR shall have the Online Bookstore(s) fully operational and ready to ship student textbooks and materials at least three-weeks prior to the start of classes.
- 6. CONTRACTOR shall coordinate with the College in establishing and maintaining a program for students to have the ability to pick-up their textbooks/materials from the Mendocino College Campus Store, or other designated locations on campus.
- 7. CONTRACTOR shall coordinate with the College in establishing and maintaining a program for students to have the ability to return their textbooks rentals at the conclusion of each term from the Mendocino College Campus Store, or other designated locations on campus.
- 8. CONTRACTOR shall only have exclusive rights online to sell educational materials, such as scantrons, pencils, notebooks, etc., and Mendocino College apparel or merchandise. The DISTRICT reserves the right to sell these items and other bookstore related material, except for textbooks, at any District location.
- 9. CONTRACTOR shall provide for charge/debit sales of books, supplies and all other merchandise to students, faculty and staff through MasterCard, Visa, American Express, the Discover Card, and through bank ATM cards, as well as accept other forms of payment online.
- 10. CONTRACTOR shall allow Mendocino College programs and departments to purchase on their own accounts, payable thirty (30) days from statement date.
- 11. CONTRACTOR shall establish a computerized and integrated accounting system to support the unique purchasing and reporting needs of various categorical programs.
- 12. CONTRACTOR shall accept college issued bookstore vouchers.
- 13. CONTRACTOR shall provide a student friendly buyback program throughout each term to ensure the purchase and sale of maximum number of used books and provide students with funds in a timely manner.
- 14. CONTRACTOR shall provide to every person purchasing a textbook during term information describing the bookstore policies and procedures.



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- 15. CONTRACTOR shall provide bookstore services for students and staff that integrates registration, etc., with present IT systems and will maintain such integration, at CONTRACTOR'S cost, should the IT systems be upgraded or changed in the future. Any IT software system's version upgrade must be implemented and integrated within 30 days. Any IT system problems must troubleshoot and resolved within 3 days.
- 16. CONTRACTOR shall maintain an electronic inventory system for new and used textbooks that will promote service to the faculty and maximize the number of used books for the students. Inventory system and results shall be available for review by the DISTRICT at the DISTRICT'S discretion.
- 17. CONTRACTOR shall provide College with a monthly report during the first week of each month in electronic format that shall include the total net sales and fee income for the previous month, cumulative figures on a fiscal year basis, and a comparison against the same month in the prior year, and a cumulative comparison.
- 18. CONTRACTOR shall maintain accurate, complete, and separate books of account according to accepted standards of accounting, reflecting its operations on a fiscal year basis (July 1 June 30), together with appropriate supporting data and documents.
 - I. These books will be made available for audit by the DISTRICT Auditors, and/or DISTRICT or College representatives, upon request.

19. CONTRACTOR shall also:

- Notify College of out-of-stock and out-of-print titles in a timely manner
- II. Notify College of textbook arrivals.
- III. Provide an online platform for distribution to faculty for reporting inventory and assisting with reorder process.
- IV. Provide College, on a weekly basis, with an updated book adoption list as received from faculty.
- V. Required books must be displayed in the manner that is obvious and in plain sight of the students making purchases online. Recommended books must be clearly marked as recommended so to not be confused with the "Required" books.
- VI. A confirming notification shall be sent to the Instructor when her/his book adoption is received.
- VII. Guarantee to provide the number of textbooks required.
- 20. On termination of the contract, CONTRACTOR shall cease use of the DISTRICT'S name, logos and any other insignia that is used to identify the District.
- 21. In consideration of a contract to exclusively provide the DISTRICT with bookstore services, the CONTRACTOR shall pay a commission percent of net revenue. Net revenue shall be considered to be monies collected by the bookstore for the sale of all



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merchandise minus sales refunds, sales tax and any other tax added to the selling price. Commission computation and payment by check shall be on a monthly basis. The sales analysis, commission computation report and payment will be furnished by the CONTRACTOR to the DISTRICT within twenty (20) calendar days after the close of each month. A late fee is an amount equal to one and one- half percent (1-1/2%) compounded per month plus \$250 of the DISTRICT'S share will be assessed against the CONTRACTOR for any late remittance.

- 22. CONTRACTOR shall make annual donation of used and/or new books to the Mendocino College Library to be used in the student lending library in the amounts stipulated in its proposal. Contractor shall also contribute to scholarships and make donations in accordance with its proposal.
- 23. CONTRACTOR shall not charge student shipping & handling fees for standard orders or returns. CONTRACTOR may charge student shipping & handling fees for expedited or overnight delivery. CONTRACTOR may also propose alternative shipping & handling fee structures.
- 24. The successful bidder, as CONTRACTOR, shall draft and submit an agreement with the DISTRICT. At a minimum, the draft agreement should include information regarding all items listed in this section (BOOKSTORE SERVICES REQUIREMENTS AND OPERATIONS).

EXCLUSIVE FRANCHISE

The successful bidder shall be, during the duration of his contract, the only authorized online bookstore. The DISTRICT will cooperate with the contractor and use its highest offices to prevent or discourage unauthorized competitive activities. However, the Mendocino-Lake Community College District (MLCCD), and its programs, departments, or student clubs, retain the right to sell items regularly sold in campus bookstores, except for textbooks.

The above notwithstanding, the DISTRICT cannot restrict the right of other business to advertise on campus if they comply with the pertinent board policies. However, the DISTRICT will not endorse these vendors and will not allow sales on campus but cannot prevent the advertising from taking place.

CONTRACTOR will also have the right to use the College seal and logo on items such as stationary, soft goods, notebooks, pens, pencils, decals, and other manufactured goods traditionally sold in campus bookstores.



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PRICES

All bidders shall specify in their proposals the proposed retail selling price structure for the following items: Textbook packages; Textbooks – new; Textbooks – used; E-Book Textbooks; Textbooks Rentals; Trade books – paperback; Trade books – hardbound; Duplicated Syllabi; School supplies; Photography supplies; Art Supplies; Lab Supplies; Insignia items; Soft goods; Novelties; Other (specify)

Proposals shall indicate for each of the above items what maximum percentage of the sale price shall be the contractor's gross profit (i.e.: 30% maximum profit percentage means that the maximum selling price will be the net cost of the item divided by 0.70)

Proposals must also indicate whether any other charges will be added when calculating the selling price.

DISCOUNTS

The CONTRACTOR shall specify in their proposal the percentage of discount offered on items purchased by faculty and staff of the District.

BOOK BUYBACKS

The CONTRACTOR shall be required to maintain a textbook buy back policy. Proposals shall indicate the vendor policy regarding textbook buy backs.

It is the DISTRICT'S preference to have a policy that has a buyback value, for books in a resalable condition for which a firm order has been received by the bookstore and for which inventory is needed, is 50% of the retail price. The buyback value for all other books is, dependent on condition, at current wholesale market pricing. The policy should be to buy any textbook for which there is resale market value.

DISTRICT RESPONSIBILITIES

A. The DISTRICT shall:



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- a. Provide an academic calendar for the guidance of the CONTRACTOR prior to the beginning of each fiscal year (July 1).
- b. Have the right to approve or disapprove all logo and regular merchandise and books to be sold in the online bookstore.
- c. Provide the contractor with necessary textbook adoption information each term or semester.
- d. Notify the CONTRACTOR of estimated and actual class enrollment figures and work with CONTRACTOR to implement a responsive procedure for notification of class cancellations, over-enrollments, etc., as soon as practicable.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AN PROPOSALS

Firms shall submit one electronic copy of their qualifications and proposal, including a draft agreement with the DISTRICT. Hard copies, can be submitted, but are not required. If submitting a hard copy, the original copy shall be marked "Original" and must be wet signed by person authorized to bind the firm.

All submittals shall be in the form and formatted as specified in this RFQ. **Submittals which do** not include all the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non- responsive" by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

Proposals shall describe in detail how the vendor would operate the online bookstore. If alternate service models are proposed, the submittal shall include detailed information on how the alternate service models enhance the support of students.

- Proposals shall include a comprehensive plan related to textbook affordability, book buybacks, shipping & handling fee structures and other related information that is to the greatest benefit for Mendocino College students. Specifics may include but are not limited to the following:
 - Proposed minimum percentage of used books that will be made available for purchase by students.



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- II. Development of practices whereby new editions are only required periodically (e.g., every three years).
- III. Accurate posting of materials costs to include open education resources.
- IV. Professional development for faculty on how to keep the costs of textbooks/materials for students affordable.
- V. Plan and process to maximize flexibility and advantages to support student book buybacks and online codes.
- 2. Proposals must also indicate:
 - I. The compensation to be provided to the DISTRICT.
 - II. Proposed price structure.
 - III. Any incentives, special programs, discounts, etc., offered (provide detailed information).
 - IV. Proposed annual donations of books, supplies, scholarships, etc. to support campus wide- events and to use in opportunity drawings.
 - V. Proposed monetary donation for campus-wide textbook lending library program.
 - VI. Plan to establish a line of clothing with Mendocino College logo.
 - VII. Affidavit of Non-Collusion
 - VIII. Current Certificate of Insurance
 - IX. Provide latest list of all current clients
 - X. Approach for working with faculty to obtain textbook orders and reorders

Alternate Proposals. Bidders may submit other proposals that might be of interest to the DISTRICT. In all cases, bidders shall submit detailed information to allow the evaluation committee to evaluate the proposals and make a recommendation. The DISTRICT reserves the right to accept or reject any alternate proposal at its sole discretion.

Agreement Review. Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

Certification. Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and *concise* overview of the capabilities of your company. **Deviation from the**



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defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

BASIS OF AWARD

The evaluation of the **BOOKSTORE OPERATIONS FOR MENDOCINO COLLEGE** for MLCCD will be a three-step process.

- 1. The first step is the successful submittal of an RFQ & P within the deadline, with all requested materials.
- 2. The second stage will include a review of all materials submitted, including its alignment with the desired requirements.
- 3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, the **BOOKSTORE OPERATIONS FOR MENDOCINO COLLEGE** for MLCCD will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or MLCCD rejects all proposals.

Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.

MISCELLANEOUS

1. General information about MLCCD may be found at http://www.mendocino.edu.



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- 2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.
- 3. Evaluation and selection may be made solely on the basis of the stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the process.
- 4. The proceedings of the evaluation committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.
- 5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of MLCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.
- 6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.
- 7. MLCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.
- 8. The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website. Firms/Individuals; all addenda will be posted on the bid website and it is the proposers' responsibility to ensure they have obtained and reviewed all addenda.

CERTIFICATION - REQUEST FOR QUALIFICATIONS & PROPOSALS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality online bookstore services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person,



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firm or corporation; that the undersigned will contract with MLCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached **Request for Qualifications – BOOKSTORE OPERATIONS FOR MENDOCINO COLLEGE** for MLCCD and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide one electronic copy of the Firm's submittal in response to this request and that I am authorized to commit the Firm to the submittal.

Typed or Printed Name	Signature
Title	Date
Organization:	
Address:	
Phone:	
Email:	