

**DELAWARE TECHNICAL COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
FOR MANAGEMENT OF THE
DELAWARE TECHNICAL COMMUNITY COLLEGE
BOOKSTORES**

RFP ISSUE DATE: February 5, 2014
PROPOSAL DUE DATE: March 17, 2014
ISSUED BY:

**Mr. Robert Hearn
Business Manager
Jack F. Owens Campus
Delaware Technical Community College
21179 College Drive
Georgetown, DE 19947**

Proposals received by 2:00 p.m. (Eastern standard time) Monday, March 17, 2014 will be considered. One (1) Original, six (6) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

**Mr. Robert Hearn
Business Manager
Jack F. Owens Campus
Delaware Technical Community College
21179 College Drive
Georgetown, DE 19947**

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<ul style="list-style-type: none">• Financial Bid Form (Attachment A)• Facility Floor Plans (Attachment B)	

NOTE: To simplify the review process by the College Administration and Bookstore Work Group and to assist with making a valid comparison among the Proposals, the format for all Proposals must be consistent with the format and order in Section 6, “Proposal Submittal Requirements.” In addition, the Financial Bid Form (Attachment A) must be completed and signed by an authorized company representative.

SECTION 1: INSTRUCTIONS & TIMELINE

1.1 General Information

- a. Delaware Technical Community College (DTCC) invites your firm to submit a Proposal for Management of the DTCC Bookstores.
- b. Your company's Proposal must remain in full effect and is subject to acceptance by DTCC for one-hundred twenty (120) days after the due date.
- c. DTCC reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or reach an 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 Request For Proposals (RFP).
- e. By submitting a Proposal, your company agrees that neither you or any other agent or representative of your company will initiate any communications to promote or advertise your Proposal to any member of DTCC's Board of Trustees or DTCC's Students, Staff, or Faculty, except in the course of DTCC sponsored inquiries, briefings, interviews, or presentations.

1.2 Timeline

The timeline of key dates is as follows:

RFP Issue Date	Wednesday, February 5, 2014
Contact Mr. Robert Hearn to Confirm Receipt of the RFP and Attendance at the Mandatory Bidders Conference	No Later Than Wednesday, February 12, 2014
Mandatory Bidders Conference	Wednesday, February 19, 2014
Bidders Written Questions Due	Friday, February 21, 2014
DTCC Issues Responses to Written Questions	Friday, February 28, 2014
Proposals Due	Monday, March 17, 2014
Review of Proposals by DTCC	March 2014
Presentations by Contractors	April 2014 (Date TBD)
Contract Commencement	Tuesday, July 1, 2014

1.3 Mandatory Bidders Conference

- a. **Contractors should confirm receipt of the RFP and attendance at the Mandatory Bidders Conference by contacting Mr. Robert Hearn, Business Manager, DTCC, in writing no later than Wednesday, February 12, 2014.** The Mandatory Bidders Conference will be held on Wednesday, February 19, 2014. The Mandatory Bidders Conference will include site visits at all four campuses, Terry, Owens, Stanton, and Wilmington. The Bidders Conference will begin at 9:00 a.m. at the Terry Campus in Room 145 of the Science and Engineering Technology Building. Attendance at the Mandatory Bidders Conference, including the names of company representatives who will attend, must be confirmed in writing with Mr. Robert Hearn. Contact information is as follows:

Mr. Robert Hearn
Business Manager
Jack F. Owens Campus
Delaware Technical Community College
21179 College Drive
Georgetown, DE 19947
e-mail: rhearn@dtcc.edu
telephone: 302-259-6110
fax: 302-259-6757

1.4 Questions And Requests For Additional Information

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until **5:00 p.m. (Eastern standard time) Friday, February 21, 2014.**
- b. All inquiries **MUST** be made in writing via e-mail to Mr. Robert Hearn, Business Manager, DTCC, at rhearn@dtcc.edu.
- c. One hundred percent (100%) of the communications from contractors during this entire RFP process must be solely with Mr. Robert Hearn, Business Manager.

1.5 **Proposal Receipt**

- a. Proposals received by **2:00 p.m. (Eastern standard time) Monday, March 17, 2014** will be considered. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One (1) Original, six (6) copies, and an electronic version (via USB flash drive) of the Proposal should be delivered to:

Mr. Robert Hearn
Business Manager
Jack F. Owens Campus
Delaware Technical Community College
21179 College Drive
Georgetown, DE 19947
e-mail: rhearn@dtcc.edu
telephone: 302-259-6110
fax: 302-259-6757

- b. DTCC reserves the right to select one or none of the Proposals submitted.

1.6 **Presentations**

- a. After review of the Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length during April 2014 (date TBD).

SECTION 2: INTRODUCTION

2.1 **Invitation**

The DTCC Office of the Vice President for Finance along with the Business Managers on each campus oversee the operation of the DTCC Bookstores. DTCC desires full-service Bookstores that are a visible representation of the academic quality and image of DTCC. Availability and affordability of course materials are critical to the overall Bookstore Program.

Therefore, DTCC has initiated this Request For Proposals (RFP) process to determine if there is a creative and dynamic bookstore contract management firm that could be a proactive partner to effectively serve the DTCC community.

Elements of a full-service Bookstore at DTCC include, but are not limited to, the following:

- Creating and implementing effective strategies to reduce the cost of textbooks/course materials to DTCC Students by offering a strong used textbook program, comprehensive textbook rental program, digital textbook/course materials program, and by utilizing emerging technologies and continuing to develop creative solutions.
- Supporting the academic mission of DTCC by providing efficient and effective textbook/course materials service to students and faculty.
- Providing required and optional textbooks/course materials in sufficient quantities in a timely manner.
- Providing easy access and multiple distribution channels for textbooks/course materials.
- Developing a proactive textbook/course materials strategy that will allow the Bookstores to compete effectively in the challenging college bookstore environment.
- Communicating and coordinating with faculty regarding the use of all types of course materials.
- Providing comprehensive textbook/course materials services to support all College programs, all campuses, and DTCC's online courses.
- Providing comprehensive textbook/course materials services to support current and future distance learning programs and online courses.
- Providing Bookstore services at multiple locations.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and online purchases, and ensuring efficient processing of financial aid transactions.
- Creating a dynamic, exciting retail environment at each campus.
- Developing a comprehensive marketing and promotional strategy that will assist with advancing the DTCC brand.
- Assisting with promoting and branding DTCC by offering a broad selection of quality emblematic clothing and gifts.

- Offering a broad selection of technology products to meet campus needs.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- Developing a comprehensive online/web strategy.
- Utilizing state-of-the-art technology for Bookstore operations (e.g., point-of-sale, inventory management, Web site, financial aid, registration integration, etc.).

2.2 **Current Bookstore Operation**

The DTCC Bookstores, under the direction of the Vice President for Finance, and the campus Business Managers, are currently self-operated (i.e., owned and operated by DTCC). The DTCC Bookstores are a significant business, generating approximately \$9 million in sales during Fiscal 2013.

The four campus bookstores are operated locally and report up through the Business Managers at each campus.

The Bookstores consist of the following operations:

- Owens Campus Bookstore (Georgetown, DE)
- Stanton Campus Bookstore (Newark, DE)
- Terry Campus Bookstore (Dover, DE)
- Wilmington Campus Bookstore (Wilmington, DE)
- The Bookstore Web Site

(Note: Throughout this RFP, the multiple Bookstore locations and programs are referred to collectively as the “Bookstore.”)

2.3 **Proposal Evaluation Criteria**

A College-wide Committee will evaluate responses to this Request for Proposals. The following criteria are required considerations under Delaware Law and College policy:

- Experience and reputation (15%);
- Capacity to meet requirements (20%)
- Overall price and contributions to the College (50%)
- Personnel/staffing plan for current Bookstore Staff and Management (15%)

SECTION 3: DTCC BACKGROUND INFORMATION

3.1 Background

DTCC is an open-admission institution of higher education committed to Delawareans. Every year, tens of thousands of Delawareans take advantage of the opportunities for lifelong learning at Delaware Technical Community College including: associate degree programs that prepare them to go directly into the workforce; connected degree programs with area institutions for students seeking bachelor's degrees; developmental and general education courses; workforce training and customized corporate training programs for adults in the workplace; summer camps for kids; and courses designed to enlighten and enrich the lives of retirees.

DTCC has earned its place as an educational leader in the state. The College is respected and trusted at the state and national levels because of its hallmarks of commitment, responsiveness, and vision.

The College is fully accredited by the Commission on Higher Education, Middle States Association of Colleges and Schools.

DTCC is Delaware's only community college with four convenient locations:

- The Jack F. Owens Campus is in historic Georgetown, the county seat of Sussex, the southernmost of Delaware's three counties.
- The Charles L. Terry Campus serving Kent County is in Dover, the state capital.
- The Stanton Campus is located in suburban Stanton and serves New Castle County residents.
- The Wilmington Campus located in the heart of the city, serves New Castle County, where more than half of Delaware's population lives.

3.2 Mission, Vision, And Values

Mission

Delaware Technical Community College is a statewide multi-campus community college committed to providing open admission, post-secondary education at the associate degree level. The College offers comprehensive educational opportunities that support economic development and are relevant and responsive to the needs of the community including career, general, developmental, and transfer education; workforce training; professional development; and lifelong learning. The College believes in the practical value of higher education as a means of economic and personal advancement. The College respects its students as individuals and as members of diverse groups and is committed to fostering student success.

Vision

Delaware Technical Community College will be:

- An institution focused on educational excellence by engaging students through multiple strategies to attain their educational goals.
- An institution dedicated to the design, development, and delivery of technology enabled learning experiences that promote student satisfaction and success.
- An organization in which communication and work are infused with technology that maximizes results, convenience and service satisfaction.
- An institution recognized as an educational leader in fields that contribute to the economic success of the State and the well-being of Delawareans, including the environment and energy use.
- An organization that facilitates access to financial resources for students, readily adapts to changing financial climates, and continuously focuses on the most efficient and effective use of resources.
- An institution recognized for its value and excellence through enhanced support from community partners and donors.

Values

Delaware Technical Community College values the One College philosophy, our collective commitment by all employees to create a consistent student experience throughout the entire College, across all locations - an experience that reflects our proud legacy of providing Delawareans with access, opportunity, excellence, and hope to achieve their dreams through education. We believe that student success is paramount; that open, honest and respectful communication is essential; and that a strong sense of team spirit is the key to "getting it right" for the communities we serve.

3.3 Enrollment

FTE Enrollment and Headcount Enrollment for credit courses for the past five years are as follows:

Annual FTE Enrollment

The total Annual FTE figures for the past five years are as follows:

YEAR	2008-09	2009-10	2010-11	2011-12	2012-13
FTE	26,278	28,361	28,460	27,421	26,307

The total Annual FTE figures by location for the past five years are as follows:

YEAR	Owens	Stanton	Terry	Wilmington
2008-09	7,659	5,867	5,644	7,108
2009-10	8,659	6,173	6,119	7,410
2010-11	8,928	6,165	6,044	7,323
2011-12	8,464	6,092	6,005	6,860
2012-13	8,004	5,686	5,973	6,643

Fall FTE Enrollment

The total Fall FTE figures for the past five years are as follows:

YEAR	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
FTE	12,137	13,086	13,301	12,843	12,358

The total Fall FTE figures by location for the past five years are as follows:

YEAR	Owens	Stanton	Terry	Wilmington
2008-09	3,584	2,665	2,603	3,285
2009-10	4,104	2,804	2,753	3,424
2010-11	4,316	2,793	2,785	3,407
2011-12	4,066	2,819	2,750	3,208
2012-13	3,847	2,635	2,715	3,161

Annual Headcount Enrollment

The total Annual Headcount figures for the past five years are as follows:

YEAR	2008-09	2009-10	2010-11	2011-12	2012-13
HEADCOUNT	35,779	37,389	37,514	36,426	35,596

The total Annual Headcount figures by location for the past five years are as follows:

YEAR	Owens	Stanton	Terry	Wilmington
2008-09	10,046	8,128	8,203	9,402
2009-10	11,018	8,481	8,560	9,330
2010-11	11,293	8,355	8,498	9,368
2011-12	10,781	8,197	8,425	9,023
2012-13	10,486	7,562	8,571	8,977

Fall Headcount Enrollment

The total Fall Headcount figures for the past five years are as follows:

YEAR	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
HEADCOUNT	15,157	15,855	16,038	15,686	15,454

The total Fall Headcount figures by location for the past five years are as follows:

YEAR	Owens	Stanton	Terry	Wilmington
2008-09	4,373	4,043	3,319	3,422
2009-10	4,813	3,988	3,492	3,562
2010-11	5,029	3,944	3,467	3,598
2011-12	4,874	3,822	3,482	3,508
2012-13	4,769	3,835	3,204	3,646

3.4 Academic Calendar

DTCC operates on Fall, Spring, and Summer semesters with multiple sessions within each semester.

SECTION 4: BOOKSTORE BACKGROUND INFORMATION
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4.1 Current Bookstore Operation

The DTCC Bookstore consists of the following operations:

- Owens Campus Bookstore (Georgetown, DE)
- Stanton Campus Bookstore (Newark, DE)
- Terry Campus Bookstore (Dover, DE)
- Wilmington Campus Bookstore (Wilmington, DE)
- The Bookstore Web Site

4.2 Facility / Location

DTCC is served by Bookstores located on four campuses. The Bookstore facilities are comprised of approximately 13,271 square feet. The approximate square footage breakout by location is as follows:

DTCC BOOKSTORES	SELLING SPACE	OFFICE & STORAGE SPACE	TOTAL SQUARE FOOTAGE
Owens	4,388	1,835	6,223
Stanton	1,156	834	1,990
Terry	1,140	393	1,533
Wilmington	2,153	1,372	3,525
TOTAL SQUARE FOOTAGE	8,837	4,434	13,271

4.3 Sales

The Bookstore's sales figure (for all Bookstores) for Fiscal '13 was \$8,935,135. The total sales figures (all Bookstores) for the past five fiscal years are as follows:

YEAR	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
TOTAL (\$)	9,337,332	10,380,869	10,029,572	9,803,470	8,935,135

Sales figures by location for the past five fiscal years are as follows:

Bookstore	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
Owens	2,885,319	3,428,514	3,409,294	3,279,252	2,939,183
Stanton	2,322,569	2,477,397	2,337,477	2,315,119	2,050,605
Terry	2,073,859	2,123,676	2,015,492	2,026,716	1,897,758
Wilmington	2,055,585	2,351,282	2,267,309	2,182,383	2,047,589

Sales figures by location for the major departments/categories for the past five fiscal years are as follows:

Owens	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	2,153,424	2,534,997	2,381,890	2,510,686	2,228,319
Used Textbooks	231,697	273,329	324,687	149,050	154,365
Supplies	120,752	157,919	183,807	214,304	177,051
Clothing	56,731	87,503	44,477	81,813	78,422
Gifts	5,626	3,944	4,958	11,723	8,178
Computer Software	13,984	15,672	3,120	3,707	21,475
Other	308,179	348,152	458,143	306,125	271,372

Stanton	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	1,716,778	1,982,799	1,893,390	1,886,281	1,780,474
Used Textbooks	203,828	234,054	184,633	135,262	84,016
Gen. Books / Magaz.	353	1,373	859	1,256	1,636
School Supplies	111,745	116,724	113,632	107,855	92,913
Backpacks	6,735	9,669	12,129	11,407	10,166
Drafting	6,569	7,593	6,128	2,863	2,721
Food / Sund. / Bev.	14,539	67,473	78,229	83,194	4,934
Cards & Gifts	5,549	2,416	1,637	1,776	1,559
Software/ Electronics	4,535	6,046	-	140	9,474
Miscellaneous	-	19,017	143	144	19,540
Clothing	40,863	33,530	37,774	31,812	32,831
Bus Tickets	487	5,783	8,639	1,025	10,340

Terry	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	1,695,386	1,741,738	1,651,369	1,703,647	1,621,030
Used Textbooks	111,143	118,462	113,739	69,863	56,057
Trade / Med. Refer.	30,384	26,108	19,612	14,876	7,113
Art Supplies	21,171	19,441	20,220	15,671	12,934
Backpacks	5,387	13,695	15,463	9,690	13,796
Candy & Health	29,923	39,869	41,064	50,493	42,940
Cards & Stationary	4,916	3,453	3,053	2,892	2,775
Clothing	15,627	31,041	24,258	25,075	24,632
Comp. Sup. /Electron.	25,662	32,482	38,132	30,540	21,711
Computer Software	19,497	17,739	23,183	16,289	12,038
Culinary Supplies	4,328	7,069	5,714	6,127	6,602
General Supplies	25,321	36,776	36,105	33,678	27,018
Gifts & Insignia	7,568	7,256	6,552	5,972	7,810
Nursing Supplies	23,193	22,747	23,510	23,941	26,938
Dart Cards	1,869	2,431	3,471	4,099	3,605

Wilmington	Fiscal '09	Fiscal '10	Fiscal '11	Fiscal '12	Fiscal '13
New Textbooks	1,635,217	1,964,276	1,733,879	1,789,299	1,661,780
Used Textbooks	206,196	150,926	120,077	163,854	99,020
Gen. Books / Magaz.	12,556	13,290	14,951	15,379	12,770
School Supplies	54,628	51,869	64,981	55,786	56,234
Backpacks	14,670	17,089	12,998	18,452	12,962
Food / Sund. / Bev.	34,994	83,146	110,203	109,413	100,242
Cards & Gifts	5,752	6,431	3,403	5,003	3,839
Software / Med./Elect.	27,138	34,528	51,439	47,484	40,798
Miscellaneous	13,023	680	56	182	480
Clothing	22,801	22,418	30,920	21,551	18,916
Bus Tickets	3,923	20,260	38,345	26,806	40,548

4.4 **Graduation Regalia, Graduation Merchandise, And Class Rings**

The Bookstore does not sell graduation regalia. The Bookstore offers a limited selection of graduation products (e.g., diploma frames, graduation themed gifts, etc.).

Owens Campus Students purchase class rings directly through the class ring vendor.

4.5 **Hours Of Operation**

The current hours of operation (during non-Rush periods) by location are as follows:

Owens Bookstore Hours Of Operation

- Monday - Thursday: 8:00 a.m. - 7:30 p.m.
- Friday: 8:00 a.m. - 4:00 p.m.

Stanton Bookstore Hours Of Operation

- Monday - Thursday: 8:30 a.m. - 7:30 p.m.
- Friday: 8:30 a.m. - 4:00 p.m.

Terry Bookstore Hours Of Operation

- Monday - Thursday: 8:00 a.m. - 7:30 p.m.
- Friday: 8:00 a.m. - 4:00 p.m.

Wilmington Bookstore Hours Of Operation

- Monday - Thursday: 8:30 a.m. - 7:30 p.m.
- Friday: 8:30 a.m. - 4:00 p.m.

(Note: Hours of operation are extended as needed for Rush and special events.)

4.6 **Department Charges**

DTCC Departments are permitted to charge purchases at the Bookstore. There are no discounts offered. Total Fiscal '13 department charge sales were as follows:

Owens - \$81,299
Stanton- \$0
Terry- \$560
Wilmington- \$0

Note: Stanton, Terry, and Wilmington all require their departmental purchases to be made on a State of Delaware Credit Card, so this activity is not tracked in the same manner as Owens (and data is therefore not available).

4.7 **Faculty, Staff, And DTCC Bookstore Employee Discounts**

Faculty, Staff, and DTCC Bookstore employees and their qualified dependents receive a 20% discount on the purchase of in-stock items with the following exceptions:

- The discount is not applied to used textbooks, food, drink, candy, DART bus passes, phone cards, gift certificates, postage stamps, or other items sold at a pass-through margin.
- The discount is not applied to sale items.
- Computer software and electronic items currently in stock are eligible for a 10% discount.
- Employees and their qualified dependents eligible for the discount on bookstore purchases include:
 - Regular full-time
 - Regular part-time
 - Temporary full-time
 - Temporary part-time
 - Adjunct faculty
 - Retirees (service or disability)

In order to qualify for a discount on classroom books, proof of the employee's and/or qualified dependent's course registration must be provided; employees shall provide an ID; and eligible dependents making Delaware Tech textbook purchases must provide a valid student schedule/bill listing the DTCC employee exemption as a payment type.

4.8 **Tender Types**

The Bookstore accepts cash, personal checks, major credit cards, and Bookstore gift certificates. The Bookstore also accepts scholarship vouchers and financial aid account vouchers.

4.9 **Web Site**

The Owens Campus Bookstore operates a full-service Web site through a third-party vendor. The Web site offers customers the ability to order textbooks online. Online sales for FY '12 were in excess of \$105,000.

The Stanton, Terry, and Wilmington Campus Bookstores are linked to the DTCC Web site but do not offer an online purchase option.

4.10 **Campus Events / Special Services**

The Bookstore supports special events (lectures, readings, speakers, etc.) on the DTCC campuses.

4.11 **Donations / Contributions**

The Bookstore provides donations of merchandise, Bookstore gift cards, etc., to support various departments, programs, events, etc., on campus. By way of background, donations (approximate) include the following:

Owens Campus Bookstore- \$25,000 annually, including a \$5,000 donation to the Starry, Starry Night Gala

Stanton Campus Bookstore- \$10,000 annually, including a donation to the Mardi Gras Gala

Terry Campus Bookstore- \$18,000 annually, including a \$5,000 donation to the Gourmet Gala

Wilmington Campus Bookstore- \$2,500 annually, including a donation to the Mardi Gras Gala

4.12 **Personnel / Staffing**

The Bookstore (all locations) is currently staffed with the following positions:

Owens Campus Bookstore

Full-time Staff

- Bookstore Manager (1)
- Bookstore Manager Evening (1)
- Bookstore Assistant (1)
- Bookstore Clerk (1)
- Bookstore Specialist (1)
- Administrative Technician (1)

Part-time Staff (all 29 hours per week)

- Accounting Specialist (1)
- Bookstore Clerk (7)- all temporary part-time

Stanton Campus Bookstore

Full-time Staff

- Bookstore Manager (1)
- Bookstore Specialist (1)

Part-time Staff

- Bookstore Clerk (5)- temporary part-time
- Temporary Agency Employees

Terry Campus Bookstore

Full-time Staff

- Bookstore Manager (1)
- Bookstore Clerk (2)

Part-time Staff

- Accounting Technician Clerk (1)- 29 hours per week
- Clerk (1)- temporary part-time, 25 hours per week

Wilmington Campus Bookstore

Full-time Staff

- Bookstore Manager (1)
- Bookstore Specialist (2)

Part-time Staff

- Clerk (1)
- Temporary Agency Employees

Total annual salary and fringe benefits expenses are as follows:

Owens Campus Bookstore

Salaries & Wages	\$159,441
Part-time Wages	\$149,867
Fringe Benefits	<u>\$132,003</u>
Total	\$441,311

<u>Stanton Campus Bookstore</u>	
Full-time Employees	\$82,692
Part-time Employees	\$54,903
Fringe Benefits	\$50,113
Temporary Agency	<u>\$8,526</u>
Total	\$196,234

<u>Terry Campus Bookstore</u>	
Full-time Employees	\$106,369
Part-time Employees	\$40,127
Fringe Benefits	<u>\$63,731</u>
Total	\$210,227

<u>Wilmington Campus Bookstore</u>	
Full-time Employees	\$108,330
Part-time Employees	\$0
Fringe Benefits	\$54,711
Temporary Agency	<u>\$74,713</u>
Total	\$237,754

4.13 **Bookstore Products And Services**

The Bookstores feature a complete selection of products and services including textbooks/course materials, emblematic clothing and gifts, school and office supplies, art supplies, culinary supplies, nursing supplies, greeting cards, convenience products, health & beauty aids, computer supplies, electronics, and trade and reference books.

SECTION 5: DESCRIPTION / SCOPE OF BOOKSTORE PROGRAM

5.1 Operations

- a. Bookstore Name. The name of the Bookstores shall be the “Owens Campus Bookstore,” the “Stanton Campus Bookstore,” the “Terry Campus Bookstore,” and the “Wilmington Campus Bookstore,” or another name that is mutually agreed upon.
- b. The contractor shall operate the 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 College.
- c. The contractor shall manage and operate the Bookstore located on the Owens Campus in Georgetown, DE.
- d. The contractor shall manage and operate the Bookstore located on the Stanton Campus in Newark, DE.
- e. The contractor shall manage and operate the Bookstore located on the Terry Campus in Dover, DE.
- f. The contractor shall manage and operate the Bookstore located on the Wilmington Campus in Wilmington, DE.
- g. Web Site / Online Orders. The contractor shall manage and operate a one-College full-service Web Site/Online Order Program.
- h. The contractor shall provide the DTCC community with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, rental textbooks, general books, reference books, supplies, art supplies, culinary supplies, nursing supplies, computer/technology supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, class rings, and other services expected from a full-service college bookstore.
- i. The contractor shall have the right to operate the DTCC Bookstore. However, the College may authorize the sale of certain items by approved vendors, student groups, or by organizations of DTCC.
- j. The contractor shall withdraw from display or sale, any item or items, which the College requests not be displayed or sold. The College is an exclusive Pepsi campus, and the contractor shall adhere to exclusivity requirements of the College’s contract with Pepsi and the exclusivity requirements of the

College's contract with its food service provider. The College has a contract with Canteen for its snack vending machines on campus.

- k. The College has the right to add or remove Bookstore locations if the College deems such additions or removals are in the best interest of DTCC.
- l. Fixtures / Equipment. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell College merchandise at designated special events on campus to capitalize on sales opportunities.
- m. Special Events. The Bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at College events.
- n. Sponsorships / Donations. The Bookstore shall provide financial sponsorships of College fundraising events, donations of merchandise, textbook scholarships, Bookstore gift certificates, etc., to support various departments, programs, events, etc., on the DTCC campuses. (Note: The amount of sponsorships, donations, textbook scholarships, etc., offered by the contractor should be listed under "Additional Financial Incentives" on the Financial Bid Form, Attachment A.)
- o. Trash Removal / Recycling. The contractor shall be required to participate in the College's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper DTCC recycling containers.
- p. Environmental / Sustainability / Conservation Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by DTCC's energy initiatives.
- q. Reporting Requirement. The contractor shall report to the College's Vice President for Finance, and the campus Business Managers. The contractor's Regional Manager will meet with the College's Vice President for Finance, and the Business Managers, or their designee on a quarterly basis, at a minimum, to review the Bookstore's performance.
- r. Licensing, Permits, Taxes. The contractor shall secure and pay for all federal, state, and local licenses and permits required for the operation of the Bookstore. 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.

5.2 Customer Service

- a. The contractor shall provide excellent customer service at the Bookstore.
- b. The contractor shall operate the Bookstore in a manner that reflects the image and reputation of DTCC and supports the mission of the College. The contractor shall become involved in the academic, cultural, and social environment at the College, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each campus.
- c. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of DTCC with respect to Bookstore services and merchandise.
- d. **Customer Feedback.** The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the College Administration and the Business Managers on each campus for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- e. **Hours Of Operation.** Hours of operation shall include Monday through Friday, at a minimum, during the academic year and shall be defined by the campuses in conjunction with the contractor. Hours of operation will be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Orientation, etc.). Changes to the defined hours of operation must be approved by the College and the campuses. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by the College and the campuses.
- f. **Campus Bookstore Advisory Committee.** There will be three Bookstore Advisory Committees; one for Owens, one for Terry, and one for Stanton/Wilmington. Committee members will be appointed by the Campus Director at each campus. The contractor's Bookstore Manager at each campus shall meet regularly with the Bookstore Advisory Committee and with College officials to review Bookstore operations. The contractor's Regional Manager shall attend at least one Bookstore Advisory Committee meeting on each campus per year. Additional Bookstore Advisory Committee meetings shall be scheduled at each campus, as desired by the College. Further, the contractor's Bookstore Managers shall work cooperatively with the Committee, and with campus officials in the

development and improvement of the Bookstore's program, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Committee and from campus officials to improve the Bookstore's program, services, and policies. The Bookstore Managers, or their designee, are also expected to meet periodically with deans, department heads, and other faculty members.

- g. Refund Policy. The contractor's refund policy must be sensitive to the needs of DTCC Students and customers.

5.3 **Personnel / Staffing**

- 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 Bookstore in accordance with the requirements established by the College.
- b. Current Bookstore Employees. Critical to the College's evaluation of Proposals and imperative for the successful transition to Contract Management is the treatment of current Bookstore Staff and Management.

Contractors are encouraged to hire current Bookstore employees. (See "Personnel/Staffing," Section 4.12, for a list of current Bookstore positions.)

During the first 12 months of the contract, all changes (e.g., changes in position, reporting structure, compensation, termination, etc.) regarding employees who were DTCC employees at the time of transition will require prior consultation with, and approval by, the College.

- c. Bookstore Managers. The Bookstore Managers assigned to the Bookstores by the contractor must be approved in advance by the campus Business Managers and the College Administration. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, the College. The College expects management continuity (i.e., limited turnover of the Managers) in order for the contractor to meet the expectations and requirements of the College.
- d. Student Employees. The contractor shall provide employment opportunities for DTCC Students.
- e. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on DTCC's premises, all employees, agents and independent contractors of the contractor shall comply with all applicable College policies and procedures. The contractor shall be required to remove any such

employee, agent, or independent contractor from DTCC at the College's request.

- f. **Equal Employment Opportunity.** Delaware Technical Community College is an Equal Opportunity Employer. It is the policy of the College that no person shall, on the basis of race, color, creed, religion, sex, national origin, age disability, genetic information, marital status, veteran status, sexual orientation (defined exclusively as heterosexuality, homosexuality, or bisexuality), or gender identity be subjected to any discrimination prohibited by the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended; Americans with Disabilities Act, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Educational Amendments of 1972; the Genetic Information Nondiscrimination Act of 2008 and other applicable laws, regulations and Executive Orders. This policy applies to recruitment, employment and subsequent placement, training, promotion, compensation, continuation, probation, discharge and other terms and conditions of employment over which the College has jurisdiction as well as to all educational programs and activities.
- g. **ADA.** The contractor shall comply with the Americans with Disabilities Act (ADA).
- h. **Employment Laws.** The contractor shall comply with all state and federal employment requirements.
- i. **Tobacco-Free Campuses.** All DTCC facilities and campus locations, both indoor and outdoor, are tobacco-free. The Contractor agrees that it will not permit smoking or the use of any tobacco product by its employees, agents, or independent contractors on any DTCC facility or campus location.
- j. **Background Checks.** The contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the contractor's employees, agents, or independent contractors. The contractor shall provide background checks to DTCC for all of the contractor's employees, agents, or independent contractors working at DTCC. The contractor shall be required to remove any such employee, agent, or independent contractor from DTCC at the College's request should DTCC determine, at its sole discretion, that a background check is unsatisfactory.

5.4 **Textbooks / Course Materials**

- a. The contractor shall be DTCC's agent for the purpose of the collection and compilation of the textbook/course materials list and for providing textbooks and course materials to DTCC Students. The contractor shall provide course materials, including all required, recommended, or suggested course

materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.

The contractor will coordinate with the University of Delaware, Wilmington University, and Delaware State to solicit adoptions and provide textbooks/course materials for select courses from their institutions that are offered at DTCC.

- b. The contractor, working with the faculty, shall make every effort to obtain early textbook/course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- c. The contractor shall provide sufficient quantities of textbooks/course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College.
- d. The contractor shall provide comprehensive textbook/course materials services and shall work closely with the College to support all DTCC Programs and campuses (e.g., Owens, Stanton, Terry, Wilmington, Online/Distance Education, etc.).
- e. The contractor shall provide textbook/course materials services to the College's current and future distance learning programs.
- f. The contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- g. The contractor shall provide a full-service textbook rental program.
- h. The contractor shall provide a digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc.
- i. The contractor's Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- j. Textbook adoption data and forms, whether received in paper form, electronically, or otherwise, provided to the contractor by DTCC's Faculty or Staff are the property of the College. The contractor shall provide textbook/course materials adoption data and/or adoption forms to the College within twenty-four (24) hours of the College's request for copies of such

adoption data and/or adoption forms. The textbook adoption processes are local and within the purview of the faculty on each campus.

- k. 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 rules and regulations.

5.5 **Textbook Affordability / Pricing Policies**

- a. The College is extremely committed to making textbooks/course materials affordable to DTCC Students. The contractor's textbook/course materials pricing policies should be innovative, and prices cannot exceed the pricing policy requirements as described in Section 5.5b of this RFP.
- b. The contractor shall adhere to the following textbook/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 (e.g., textbook, workbook, CD, passcode, etc., bundled together) 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 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.
 - Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks 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.
 - New rental textbooks shall be rented at no higher than fifty percent (50%) of the current new textbook retail price.
 - Used rental textbooks shall be rented at no higher than fifty percent (50%) of the current used textbook retail price.
 - There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The above 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.)
- c. 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.

- d. The contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- e. The College has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

5.6 **Textbook Rental Program / Used Textbook Program**

- a. Rental Program / Used Textbook Program. DTCC is extremely committed to providing a strong textbook rental program and a strong used textbook program in order to reduce the cost of textbooks/course materials to DTCC Students. The contractor shall make a significant effort to maximize the availability of rental books and used textbooks for DTCC Students.
- b. 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.
- c. Desk Copies. DTCC prohibits the purchase and sale of complimentary/desk copies by the Bookstore.

5.7 **General Merchandise**

- a. The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer/technology supplies, culinary supplies, nursing supplies, general books, reference books, general merchandise, novelty gifts, school supplies, art supplies, greeting cards, convenience items, health and beauty aids (HBA's), special order services, class rings, graduation related merchandise, and other services expected from a full-service college bookstore.

- b. The contractor shall promote and brand DTCC by offering a broad selection of emblematic clothing and gifts. The contractor shall provide exceptional value to DTCC customers by offering high quality products and services at fair prices and multiple price points. The contractor shall continually expand and introduce new product lines that appeal to the DTCC community.
- c. Web Site. The contractor shall maintain a full-service DTCC Bookstore Web site featuring a full range of DTCC emblematic merchandise.
- d. Class Rings. The contractor shall sell class rings in the Bookstore and shall manage the DTCC class ring program. All class ring designs are subject to the prior approval of DTCC.
- e. Graduation Merchandise. The contractor shall sell graduation-related merchandise (e.g., diploma frames, diploma covers, announcements, etc.) in the Bookstore and at other locations as designated by the College, during graduation.
- f. Branding Standards. All general merchandise products with an official College logo must be in compliance with the established branding standards of the College.

5.8 **Tender Types**

- a. Tender Types. At a minimum, the contractor shall accept cash, personal checks, major credit cards, Bookstore gift cards/gift certificates, bank debit cards, future campus card, DTCC Department Charges, scholarship charges/vouchers, third-party authorizations, and financial aid account debit cards/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. DTCC Campus Card. If the College decides to implement a Campus Card for Bookstore transactions at some point in the future, then the contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the DTCC Campus Card and/or another smartcard utilized by DTCC in the future, at the Bookstore. The contractor will be assessed a transaction fee of 2.5% of sales for Campus Card sales. The College will reconcile and reimburse the contractor on a monthly basis for Campus Card transactions, net of the 2.5% transaction fee.
- c. Department Charges. DTCC Departments shall be allowed to charge department purchases at the Bookstore. The Bookstore will bill DTCC Departments for department charges on a monthly basis.

- d. **Gift Certificates / Gift Cards.** The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract). The contractor shall bill the College on a monthly basis (for transactions that occurred the previous month) for gift certificates and gift cards that were issued by the Bookstore prior to the commencement of the contract, but redeemed after the commencement of the contract.
- e. **Faculty / Staff Discounts.** The contractor shall offer faculty/staff discounts in accordance with the current policy as described in RFP Section 4.7.
- f. **Financial Aid.** The contractor shall accept financial aid transactions at the DTCC Bookstores. Requirements include the following:
 - The contractor's financial aid module must interface with Banner.
 - The contractor's financial aid module must allow for DTCC Students to utilize their financial aid at any or all of the DTCC Bookstores (since Students take classes on multiple campuses) and on the Bookstore Web site.
 - Students can utilize financial aid for textbooks, course materials, supplies, and (currently) a limited amount of clothing. Utilization of financial aid will be based on College guidelines, which will be periodically reviewed and updated by DTCC.
 - The contractor will coordinate with the University of Delaware, Wilmington University, and Delaware State University to accept their students' financial aid to purchase textbooks/course materials for courses offered by their institutions at DTCC Locations.
- g. **Third-Party Authorizations.** The contractor shall accept written authorizations to bill from third-party state agencies and private sector companies to charge textbooks/course materials at the Bookstore.

5.9 **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, Web site, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. (Note: The College will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- b. **Web Site.** The contractor shall provide and maintain a Web site for the DTCC Bookstore. The Web site shall be fully integrated so that all functions are available at all DTCC locations. The Web site shall include, but not be limited to, the ability for customers to order and reserve textbooks, general

books, and general merchandise. The Web site shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the DTCC Bookstore Web site, including products sold (whether by the contractor or by a third party vendor), links to and/or from the DTCC Bookstore Web site, and advertising accepted, shall require the College's prior written approval. Third-party vendors on the Web site must be pre-approved by the College Administration.

The Web site shall include a consolidated feature that allows students to order textbooks for courses taken at multiple DTCC campuses or at a single DTCC campus depending upon their textbook/course material needs.

- c. PCI Compliance. To ensure all possible steps are taken to secure DTCC Student, Faculty, and Staff personal data, all in-store technology and e-commerce processing must be PCI compliant. The contractor shall provide annual PCI certification documentation.
- d. Customer Data. Customer data must not be shared or sold by the contractor without the express written approval of the customer.

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 deleterious 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.

5.10 **Financial Reporting**

- a. On a monthly basis, the contractor shall submit a sales report to the College, including sales by category, non-commissionable sales (with supporting detail), and total sales for the Bookstore (by location, and consolidated).
- b. On an annual basis, the contractor shall submit a detailed audited DTCC Bookstore financial statement to the College. At a minimum, the audited DTCC Bookstore financial statement shall include the following:

- Sales by Category/Department including commissionable and non-commissionable sales (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Rent/Commission Paid to the College
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Web Site Sales
- c. The contractor shall provide the College with a copy of its audited company financial statement on an annual basis.

5.11 Facility Investment Requirements

- a. Facility Investment. The contractor will be required to provide state-of-the-art retail bookstore facilities and fixtures throughout the term of the contract. Contractors are required to submit proposed facility investments as part of their response to this RFP (see Section 6.13) as follows:
- Visual display and merchandising improvements at the Owens Campus Bookstore
 - Facility renovation, including visual display and merchandising improvements, at the Stanton Campus Bookstore
 - Facility renovation, including the possibility of removing the wall between the current retail space and the stock room and including visual display and merchandising improvements at the Terry Campus Bookstore
 - Facility renovation, including visual display and merchandising improvements, at the Wilmington Campus Bookstore
- b. Ownership Of Facility Investment And Fixtures. All capital investments and fixtures in the Bookstore facility shall become the property of the College at the termination, expiration, or non-renewal of the contract.

If the contract, or extensions thereto, ends for reasons other than poor performance (see Section 8.2a) or bankruptcy by the contractor (see Section 8.2c) prior to the capital investment being fully depreciated, then the College will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facility, and all capital investments and fixtures shall become the property of the College.

If the contract is terminated for poor performance as outlined in Section 8.2a or for bankruptcy as outlined in Section 8.2c, then the College shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of the College.

- c. Depreciation. The capital investment by the contractor in the DTCC Bookstore facility shall be depreciated on a straight-line basis over five (5) years.
- d. The facility investment for the DTCC Bookstore must meet College standards; must be approved in advance by the College; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor. Any third party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the College.
- e. Accounting Of Facility Investment. The contractor shall provide the College with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.
- f. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's proposal, then the contractor shall pay the College the difference between the actual amount spent and the amount offered, payable by December 31, 2014. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's proposal, then the contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- g. Design Fees. All Bookstore design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- h. Signage. All exterior signage, banners, etc., must adhere to College requirements, and the contractor must obtain prior written approval of the signage from the College.
- i. Timing Of Facility Investment. The timing of the facility investment for the Bookstore facilities will be determined by the College.

5.12 College Obligations

- a. The College shall provide the contractor with:
 - Bookstore facility on the Owens Campus, consisting of approximately 6,223 square feet
 - Bookstore facility on the Stanton Campus, consisting of approximately 1,990 square feet
 - Bookstore facility on the Terry Campus, consisting of approximately 1,533 square feet
 - Bookstore facility on the Wilmington Campus, consisting of approximately 3,525 square feet
 - Access to campus web services, telephone services, and voice answering system at the standard DTCC rate
 - Security service for the Bookstore provided by DTCC in the same manner provided for other DTCC buildings
 - Utilities, electricity, HVAC, etc.

5.13 Contractor Obligations

- a. The contractor shall provide the following as part of its management and operation of the Bookstore:
 - Vehicles. The contractor shall provide Vehicle(s) necessary (if any) for the operation of the Bookstore.
 - Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of the College) the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
 - Emergency Key. The contractor shall supply an emergency key to be left with the DTCC Office of Public Safety.
 - Internal Security. The contractor shall collaborate with the DTCC Office of Public Safety and the DTCC Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The College expects the contractor's first point of contact with regard to security and safety issues for the Bookstore shall be the DTCC Office of Public Safety.
 - ADA Requirements. The contractor shall meet the Bookstore needs of individuals with disabilities and all other ADA requirements.

SECTION 6: PROPOSAL SUBMITTAL REQUIREMENTS

(Note: To simplify the College's review process, the format and order for all Proposals must be consistent with the information requested in this Section.)

6.1 Company History, Experience, And Background

- a. Please provide your qualifications and experience in managing college/university bookstores. Please describe your experience serving large community colleges with multiple campuses.
- b. Please 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 the bookstore. Please identify at least five (5) clients with bookstores similar in nature to the DTCC Bookstore.
- c. Discontinued Client List. Please provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Please include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.

6.2 Operations Plan

- a. Please describe your management/operations plan for operation of the DTCC Bookstore located on the Owens campus.
- b. Please describe your management/operations plan for operation of the DTCC Bookstore located on the Stanton campus.
- c. Please describe your management/operations plan for operation of the DTCC Bookstore located on the Terry campus.
- d. Please describe your management/operations plan for operation of the DTCC Bookstore located on the Wilmington campus.

6.3 Customer Service

- a. Please describe in detail how you will provide excellent customer service at the DTCC Bookstore, including customer service training for Bookstore employees.
- b. Please describe the methods you will use to obtain regular feedback from DTCC Bookstore customers to ensure a high level of customer satisfaction.

- c. Please describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- d. Please describe your proposed hours of operation for the DTCC Bookstore. *(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 5.2e of this RFP.)*

6.4 **Personnel / Staffing**

- a. Please provide your company organization chart.
- b. Please provide your proposed organization chart, staffing plan, and reporting structure for the DTCC Bookstore.
- c. Please state your company's plan for, and commitment to, current Bookstore employees as set forth in Section 5.3 of this RFP.
- d. Please describe your:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager
 - Compensation program, including incentive programs, etc.
 - Benefit programs (health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Commitment to hire student employees
- e. Please describe your company's educational and training programs.
- f. Please describe your corporate support services and regional management support.

6.5 **Textbooks / Course Materials**

- a. Please describe your company's plans to develop and implement an active strategic plan to protect the Bookstore's textbook/course materials market share. Please include your plans to develop strong relationships with faculty and your plans to market/promote textbooks/course materials to students.
- b. Please describe in detail the textbook/course materials services and programs that you will provide to DTCC Faculty and Students (e.g., textbook reservation program, online adoption program, registration integration program, etc.).

- c. Please 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. Specifically, please provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, Learning Management Systems, etc. *(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 5.4 of this RFP.)*
- d. Please describe your plans to provide comprehensive textbook/course materials services to support DTCC Programs.
- e. Please describe your plans to provide comprehensive textbook/course materials services to support current and/or future distance learning programs.
- f. Please describe your custom publishing/coursepack program.
- g. Please describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).

6.6 Textbook Affordability / Pricing Policies

- a. Please describe your pricing policies for textbooks/course materials and explain your plans to address the pricing concerns of DTCC Students. *(Note: At a minimum, contractors must adhere to the textbook/course materials pricing policy outlined in Section 5.5b of this RFP.)*
- b. Please describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of DTCC Students. *(Note: At a minimum, contractors must adhere to the pricing policies outlined in Section 5.5 of this RFP.)*
- c. Please describe your company's plans to provide emblematic clothing at multiple price points.

6.7 Rental Program / Used Textbook Program

- a. Please describe in detail the textbook rental program that your company will provide at DTCC. Please include the estimated percentage of total titles that your company will provide as rental titles.
- b. Please 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. Please describe your methods to market and promote buyback.

6.8 **General Book Program**

- a. Please describe your general book program and your plan to ensure that the general book program supports the academic programs of DTCC.

6.9 **General Merchandise And Marketing**

- a. Please describe your plans for new or expanded product lines or services to be offered at the DTCC Bookstore, including an emphasis on products and services that will meet the needs of DTCC.
- b. Please provide a detailed description of your plan to increase the sales of DTCC emblematic/logo merchandise, clothing, and gifts. Please describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Web site.
- c. Please describe your plan to sell class rings and graduation related merchandise.
- d. Marketing / Advertising Plan. Please describe your marketing/advertising plan for the DTCC Bookstore.

6.10 **Tender Types**

- a. Please describe the tender types you will accept at the DTCC Bookstore. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 5.8 of this RFP.)*
- b. Please describe your company's program to accept financial aid in accordance with RFP Section 5.8f. Please include your ability and experience interfacing with Banner.

6.11 **Financial Projections**

- a. Financial Projections. Please provide financial projections for the first five (5) years of operation of the DTCC Bookstore. Projections must include the following:
 - Sales by Category/Department (by location, and consolidated)
 - Total Sales (by location, and consolidated)
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses
 - Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
 - Rent/Commission Paid to DTCC

- Profit/Loss

6.12 **Financial Proposal**

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

- Financial Return (see Section 6.13a)
 - Contribution to the College's Educational Foundation (see Section 6.13b)
 - Other Financial Contributions (see Section 6.13c)
- a. Financial Return To DTCC. Please describe the financial return that you will remit to DTCC for the operation of the DTCC Bookstore, including the following:
- The minimum annual guarantee
 - The commission schedule expressed as a percentage of Commissionable Sales (see definition, below)

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 DTCC Bookstore Web site, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales by other companies or organizations on the DTCC Bookstore Web site.
- "Commissionable Sales" shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized DTCC Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the College.
- The contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee.

- Payments shall be made to each campus based on each 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 financial 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. Contribution To The College's Educational Foundation. Please describe in specific detail how you plan to support the College's educational mission through voluntary contributions to the College's Educational Foundation. Your plan shall include the amounts as well as the methods, including but not limited to scholarships, gifts and other educational means of support that your company will provide to the College's Educational Foundation for this purpose.
- c. Additional financial incentives that you would like DTCC to consider (e.g., Sponsorships for College Fundraising Events, Signing Bonus, Textbook Scholarships, General Scholarships, etc.)

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

6.13 **Facility Investment**

- a. Please describe your detailed facility plans and financial commitment to provide the College with state-of-the-art Bookstore facilities throughout the term of the contract, as described in RFP Section 5.11. Please describe facility plans and your financial commitment for each location, along with providing the total capital facility investment your company will make. As stated in RFP Section 5.11a, facility requirements are as follows:
- Visual display and merchandising improvements at the Owens Campus Bookstore
 - Facility renovation, including visual display and merchandising improvements, at the Stanton Campus Bookstore

- Facility renovation, including the possibility of removing the wall between the current retail space and the stock room and including visual display and merchandising improvements at the Terry Campus Bookstore
- Facility renovation, including visual display and merchandising improvements, at the Wilmington Campus Bookstore

In addition, contractors are required to complete the Financial Bid Form, Attachment A. (Note: The capital investment in the facility must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)

6.14 **Technology**

- Please describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the College, the Bookstore, and the campus community.
- Please describe your plan to work with the College to implement the Campus Card in the Bookstore, if the College decides to implement the Campus Card for Bookstore transactions at some point in the future.
- Web Site / E-Commerce Plans. Please include a detailed description of your plans to offer the following:
 - Textbook/course materials reservation program
 - Online textbook ordering program
 - Online textbook adoption program
 - Online buyback program
 - Registration integration program
 - Compliance to HEOA (i.e., textbook ISBN number availability)
 - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- Please include your estimated capital investment for technology/automation in the DTCC Bookstore (excluding Web site development costs) for each location, along with providing the total technology investment your company will make. Please include a timeline for your automation plans. The College will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment A.)

6.15 **Additional Information**

- Please provide the College with other information you feel is pertinent.

6.16 Exceptions To RFP Specifications

- a. Please identify any exceptions to the RFP that are included in your Proposal.

SECTION 7: INVENTORY PURCHASE & EQUIPMENT USE

7.1 Inventory Purchase

Prior to the commencement of a contract, a complete physical inventory, with audit trail by item and location, shall be conducted jointly by a professional retail inventory service company under the direction and supervision of the College and the contractor. The professional retail inventory service company will be jointly selected by the College and the contractor. The contractor shall incur the entire expense for the professional retail inventory service company. The College and the contractor shall have the right to audit the physical inventory. The Bookstores will remain closed until such time as both parties concur with the accuracy of the physical counts, but in no event shall the Bookstores remain closed for a period in excess of two (2) business days.

The selected contractor shall be required to purchase the Bookstore inventory at cost from the College. The selected contractor shall purchase the Bookstore physical inventory based on those physical counts as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the College (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of February 2014).
- All general books (trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer/technology supplies, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation merchandise, etc.

7.2 Operating Supplies Purchase

The selected contractor shall purchase Bookstore operating supplies, shopping bags, gift boxes, etc., at cost from the College.

7.3 Inventory Payment

The selected contractor shall pay the College for Bookstore inventory and operating supplies within thirty (30) days from the commencement of the contract.

7.4 **Credit Memo Purchase**

The selected contractor shall purchase from, and pay to the College, the total amount of current unapplied credit memos due to the College from publishers, wholesalers, distributors, and other vendors for Bookstore transactions.

7.5 **Credit Memo Payment**

The selected contractor shall pay the College for Bookstore credit memos within sixty (60) days from the commencement of the contract.

7.6 **Inventory Purchase At End Of Contract**

At the termination, expiration, or non-renewal of the contract, the College or a subsequent contractor shall purchase Bookstore inventory from the contractor in the same manner as outlined in RFP Section 7.1.

All national textbook rental titles shall be collected by the contractor at the termination of the contract and will be the property of the contractor.

7.7 **Furniture, Fixtures, And Equipment**

The contractor shall have the option to use the Bookstore's existing furniture, fixtures, and equipment located within the Bookstores at the commencement of the contract. Any Bookstore furniture, fixtures, and equipment which the contractor decides to no longer utilize in the operation of the Bookstore, shall be turned over to the College. Prior to the commencement of the contract, the College and the selected contractor shall compile a list of existing furniture, fixtures, and equipment that the contractor opts to use.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstores at its expense. At the termination, expiration, or non-renewal of the contract, the contractor shall return any furniture, fixtures, and equipment used to the College in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all College furniture, fixtures, and equipment offered for the contractor's use is supplied in "as is" condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and the College.

SECTION 8: CONTRACT TERMS & CONDITIONS

8.1 Term

- a. The term ("Term") of the contract (to be prepared by the College and signed by the College and the selected contractor) will be for five (5) years beginning July 1, 2014, and ending June 30, 2019. The contract may be renewed by mutual agreement for three (3) one-year periods (each a "Renewal Term"), unless either party provides the other party with one hundred fifty (150) days written notice of non-renewal prior to the expiration of the Term or Renewal Term.

8.2 Termination

- a. 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 a bookstore serving DTCC. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the College's 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").
- b. The College may terminate the contract at any time by providing the contractor with one hundred-twenty (120) days written notice.
- c. 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.

8.3 Contract Administrator

- a. The College's Vice President for Finance, or designee, will be the Contract Administrator for any contract that results from this Request For Proposals.

8.4 **Assignment Of Contract**

- a. The contractor shall not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the College, and then only subject to such conditions as the College may prescribe.

8.5 **Compliance With All Laws**

- a. The contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

8.6 **Governing Law**

- a. The governing law for the contract shall be the State of Delaware.

8.7 **Indemnification Requirements**

- a. Each Party will indemnify the other for all liability, loss, and expense resulting from the negligent acts or omissions of its respective agents, employees, subcontractors or assigns in performing this Agreement. Provided, however, that the College, as an instrumentality of the State of Delaware, has no obligation nor will it assume any liability to indemnify the contractor nor any person, firm or entity claiming thereunder for any acts or omissions by the College where such claims are protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity from or limitation on liability.

The indemnification for liability, loss or expense as required and qualified by the above, includes settlements, judgments, court costs, expenses of defense and attorney fees incurred by the indemnified party in connection with a suit arising out of the agreement. The College's obligation to indemnify, if any, shall be restricted solely to the general or professional liability insurance required by this agreement, procured by or on behalf of the College, and no other funds or assets of the College shall be subject to any claim for indemnity hereunder.

8.8 **Insurance Requirements**

The contractor shall provide the College with a certificate in a form acceptable to the College certifying that the contractor carries worker's compensation insurance for Contractor's employees, comprehensive (including products), bodily injury, and property damage liability insurance in the following minimum amounts:

- Worker's Compensation – Statutory requirements and benefits
- Employer's Liability - \$100,000
- General Liability - \$1,000,000 Combined Single Limit
- Automobile Liability - \$500,000 Combined Single Limit

The College shall be named as an additional insured under all of the contractor's liability insurance policies. Such liability insurance coverage shall include Premises/Operations, Products/Completed Operations, Contractual, Independent Vendors, Owners and Vendors Protective, and Personal Injury including but not limited to libel, slander, and defamation of character.

ATTACHMENTS

- Financial Bid Form (Attachment A)
- Facility Floor Plans (Attachment B)

**ATTACHMENT A
DTCC BOOKSTORE
FINANCIAL BID FORM**

(Note: Items listed on this Financial Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

Year 1 (%) _____

Year 2 (%) _____

Year 3 (%) _____

Year 4 (%) _____

Year 5 (%) _____

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

Note: The Contractor shall pay the College the greater of the Minimum Annual Guarantee or the Commission As A Percent Of Commissionable Sales.

3. CONTRIBUTION TO THE COLLEGE'S EDUCATIONAL FOUNDATION

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

4. ADDITIONAL FINANCIAL INCENTIVES (e.g., Sponsorships for College Fundraising Events, Signing Bonus, Textbook Scholarships, General Scholarships, Donations, etc.):

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

5. FACILITY INVESTMENT:
(Depreciated Over Five Years)

Owens (\$) _____

Stanton (\$) _____

Terry (\$) _____

Wilmington (\$) _____

TOTAL
FACILITY
INVESTMENT _____

6. TECHNOLOGY INVESTMENT:

Owens (\$) _____

Stanton (\$) _____

Terry (\$) _____

Wilmington (\$) _____

TOTAL
TECHNOLGY
INVESTMENT _____

PROPOSAL SUBMITTED BY:

Company: _____

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B
FACILITY FLOOR PLANS

Owens Campus Bookstore Floorplan
Stanton Campus Bookstore Floorplan
Terry Campus Bookstore Floorplan
Wilmington Campus Bookstore Floorplan