

## Request for Proposal FOR MANAGEMENT OF CAMPUS STORE RETAIL SERVICES

Pima County Community College District (“Pima”) is seeking Proposals (“**Proposal(s)**”) from qualified vendors for Management of Campus Store Retail Services. Campus Store Retail Services as defined in this Request For Proposal (“**RFP**”) include the following:

- Bookstore Services as follows:
  - Desert Vista Campus Bookstore
  - Downtown Campus Bookstore
  - East Campus Bookstore
  - Northwest Campus Bookstore (Seasonal Course Materials Services)
  - West Campus Bookstore
  - Bookstore Website
- Convenience Store/Food Options Services
- Vending Program Services

**DUE IN:** The deadline for receipt of sealed Proposals is: **Friday, February 18, 2022 at 4:00 p.m. Arizona Time.** Proposals must be electronically submitted by this deadline to the following location: EMAIL: [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) **\*\*ELECTRONIC SUBMITTALS REQUIRED\*\***

**PRE-SUBMITTAL CONFERENCE:** The Pre-Submittal Conference will take place on **Thursday, January 27, 2022, at 8:30 a.m. Arizona Time via videoconference.** A link to the videoconference will be sent to confirmed attendees in advance of the Pre-Submittal Conference.

**CAMPUS SITE VISITS:** Vendors interested in scheduling a Site Visit should contact Carole Quintana, Senior Procurement Analyst, via e-mail no later than **4:00 p.m. Arizona Time, Friday, January 18, 2022.** Site Visits will take place no later than Tuesday, February 1, 2022.

The Timeline of key dates is as follows:

<b>ACTION</b>	<b>DATE</b>
RFP Issue / Posting Date	January 12, 2022
Contact Carole Quintana, Senior Procurement Analyst to Confirm Receipt of the RFP and to Confirm Attendance at Pre-Submittal Conference and to schedule Campus Site Visits	No later than 4:00 p.m. Arizona time, Friday, January 18, 2022
Pre-Proposal Conference (via videoconference)	January 27, 2022
Campus Site Visits	Site Visits to take place no later than Tuesday, February 1, 2022
Proposers Written Questions Due	No later than 4:00 p.m. Arizona time, Monday, January 31, 2022
Pima Posts Responses to Written Questions	Thursday, February 3, 2022, 5 p.m. Arizona time
Proposals Due (“ <b>Proposal Due Date</b> ”)	No later than 4:00 p.m. Arizona time, Friday, February 18, 2022
Review of Proposals by Pima	February/March 2022
Presentations by Vendors	March 2022 (Date TBD)
Contract Negotiations / Preparation of Contract	March 2022
Contract Commencement	July 1, 2022

**Any Proposal received after the Proposal Due Date will not be considered.**

Questions pertaining to this RFP must be communicated in writing and be received via email, listed below, by **Monday, January 31, 2022 at 3:00 p.m. Arizona Time.**

Questions must include Carole Quintana, Sr. Procurement Analyst, and Proposal number, a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on Pima's webpage listed below by **Thursday, February 3, 2022 at 5:00 p.m. Arizona Time:**

**Carole Quintana, Senior Procurement Analyst**  
**do-bids-proposals@pima.edu**

Copies of this RFP, questions and answers, and any related documents are available at:  
**<http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>**

**Accommodations for People with Disabilities.** If the Vendor or any of the Vendor's employees participating in this RFP need, or have questions about Pima's accommodations for people with disabilities, the Vendor must make arrangements with Sr. Procurement Analyst, Carole Quintana, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

Terry Robinson  
Director Procurement and Payment Services  
Pima County Community College District  
4905 East Broadway, Room D 208  
Tucson, Arizona 85709-1420

## Table of Contents

<a href="#"><u>Section 1</u></a>	Project Summary	page 4
<a href="#"><u>Section 2</u></a>	Scope of Work	page 6
<a href="#"><u>Section 3</u></a>	Proposal Preparation and Submittal	page 7
<a href="#"><u>Section 4</u></a>	Selection and Contract Award	page 10
<a href="#"><u>Section 5</u></a>	RFP Completion Checklist	page 12
<a href="#"><u>Section 6</u></a>	Proposal Submittal Requirements	page 13
<a href="#"><u>Section 7</u></a>	Proposal Forms	page 21
	Vendor Proposal Form	
	Financial Bid Forms	
	Exceptions Requested Form	
<a href="#"><u>Section 8</u></a>	Sample Agreement for Services	page 27
	Attachment A – General Terms and Conditions	
	Attachment B1 – Scope of Work: Bookstore Program Requirements	
	Attachment B2 – Scope of Work: Convenience Store/Food Option And Vending Program Requirements	
	Attachment C – Insurance Requirements	
	Attachment D1 – Supp. Conditions for Services Under Fed. Contract	
	Attachment D2 – Supp. Conditions for Services Under Fed. Grant	
Section 9	Inventory Purchase And Equipment Use	page 59
Section 10	Contract Terms And Conditions	page 61
Section 11	Mandatory Certification Forms	page 62
Section 12	Background Information	page 63

## Section 1 Project Summary

### 1. Request for Proposal Summary

Pima is seeking Proposals from qualified Vendors (“**Vendor**” or “**Vendors**”) for **Management of Campus Store Retail Services** in accordance with the Scope of Work specified in this RFP.

Management of Campus Store Retail Services for each Pima campus, as defined in this RFP, include the following:

<u>Campus</u>	<u>Bookstore</u>	<u>Convenience Store/Food Options</u>	<u>Vending</u>
Desert Vista	<ul style="list-style-type: none"> <li>Full-Service Bookstore Program and Bookstore Website</li> </ul>	<ul style="list-style-type: none"> <li>Minimal food to complement services provided by Pima’s Culinary Program</li> <li>Packaged goods and snacks only</li> <li>Focus on health and self-care</li> </ul>	<ul style="list-style-type: none"> <li>Standard Vending Program</li> </ul>
Downtown	<ul style="list-style-type: none"> <li>Full-Service Bookstore Program and Bookstore Website</li> </ul>	<ul style="list-style-type: none"> <li>Standard Convenience Store Program</li> </ul>	<ul style="list-style-type: none"> <li>Standard Vending Program</li> </ul>
East Campus	<ul style="list-style-type: none"> <li>Full-Service Bookstore Program and Bookstore Website</li> </ul>	<ul style="list-style-type: none"> <li>Standard Convenience Store Program</li> </ul>	<ul style="list-style-type: none"> <li>Standard Vending Program</li> </ul>
West	<ul style="list-style-type: none"> <li>Full-Service Bookstore Program and Bookstore Website</li> </ul>	<ul style="list-style-type: none"> <li>Standard Convenience Store Program</li> </ul>	<ul style="list-style-type: none"> <li>Standard Vending Program</li> </ul>
Northwest	<ul style="list-style-type: none"> <li>Seasonal Course Materials Services and Bookstore Website</li> </ul>	<ul style="list-style-type: none"> <li>No Convenience Store required. Convenience Store kiosk, if feasible.</li> </ul>	<ul style="list-style-type: none"> <li>Standard Vending Program</li> <li>School Supplies Vending Machine</li> </ul>

(Note: Bookstore, Convenience Store/Food Options and Vending Program Requirements are included in Section 8, Attachment B of this RFP.)

**2. Entity Submitting RFP.** Vendor, as used in this RFP or any subsequent documents or communications related to this RFP, means the entity submitting a Proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

## **Section 2**

### **Scope of Work**

#### **1. Project Scope**

Pima recognizes that the traditional college bookstore business is in a transformational period, and it is the intent of Pima to be on the cutting edge of campus store retail services. Pima has initiated this RFP to seek an innovative and proactive partner that is on the cutting-edge of campus store retail services. Pima's goal is to provide an innovative, state-of-the-art campus retail store that will result in the following:

- Improved affordability for Pima's students by:
  - Reducing course material costs;
  - Providing innovative course material solutions;
  - Expanding Pima's Inclusive Access Program;
  - Accelerating the transition to digital course materials;
  - Expanding access to Open Educational Resources (OER).
- Improved convenience store and food options at all Pima campus locations.
- Improved vending services program at all Pima campus locations.
- Improved customer satisfaction through cutting-edge retail innovation; utilization of technology; comprehensive community engagement; and forward-thinking concepts that anticipate market trends.
- Increased sales and market share of Pima branded merchandise.
- State-of-the-art destination/retail facilities utilizing the optimal amount of square footage, and kiosks/pop-up stores as needed.
- A technologically advanced and intuitive website, including mobile access.
- Implementation of a strategic marketing plan that is customized for Pima.
- Competitive financial contribution to Pima, while achieving the qualitative and service goals of this RFP.

#### **2. Background Information**

Pima background information, is provided in "Background Information", Section 12 of this RFP.

#### **3. Program Requirements**

Campus Store Retail Services Program Requirements are included in the following Sections of this RFP:

- Section 8, Attachment B1- Scope of Work: Bookstore Program Requirements
- Section 8, Attachment B2- Scope of Work: Convenience Store Food Options/Vending Program Requirements

### Section 3

## Proposal Preparation and Submittal

Before submitting a Proposal, each Vendor shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, Pima's insurance requirements, and all laws, regulations and other factors affecting the Vendor's performance. The Vendor is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment for lack of such familiarization.

Proposals must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the Proposal:**

Pima is **NOT** accepting "hardcopy" RFP responses via mail or drop-off at Pima's District Office, or any other Pima physical location. Pima's District Office has been temporarily closed to the public. Pima will only accept RFP solicitation responses electronically via submission to the following email address and must be received at: [do-bids-proposals@pima.edu](mailto:do-bids-proposals@pima.edu) by Proposal Due Date or as changed by the issuance of an Amendment to this RFP.

All Proposal materials must be sent electronically and clearly marked in the subject line with the Vendor's Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst.

It is the responsibility of the Vendor to ensure that the Proposal is received electronically by the Proposal Due Date or as amended by a solicitation Addendum.

- A. The Proposal packet must consist of one (1) original copy of the Proposal in PDF format, clearly marked "Original". The Vendor's Proposal packet must be one combined PDF document with all required documentation. A response may NOT be submitted as separate files.
- B. Proposals must be typewritten on standard paper size (8½ x 11 inches), and include page numbers.
- C. The Proposal will incorporate the forms provided in this RFP solicitation. It is permissible to copy these forms as required. The authorized person signing the Proposal will initial erasures, interlineations or other modifications on the Proposal forms.
- D. Responses are to be provided on the forms included in this solicitation. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP. Supporting documents must be clearly titled and reference the applicable form.
- E. The Proposal should be organized in sections with tabs as outlined below.

#### 1. Cover Letter

All proposals must include a cover letter submitted under the Vendor's name on the Vendor's letterhead containing the signature and title of a person or an official of the Vendor who is authorized to commit

the Vendor to a potential contract with Pima. The cover letter must also identify the primary contact for the Proposal and include Pima's RFP number found within this RFP. The cover letter shall express the Vendor's interest and serve as an executive summary of the Proposal. Claims of proprietary information must be included in the cover letter.

## **2. Proposal Form**

All Proposals must include the complete Proposal form signed by a person or an official authorized to commit the Vendor to a contract with Pima.

By signing the Proposal form the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. The Vendor also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

## **3. Financial Bid Form**

The Vendor shall complete the financial bid forms included in this RFP (Section 7).

## **4. Response to Scope of Work (Proposal Submittal Requirements)**

Responses must be clear and thorough, but concise, and written in plain, easy to understand language.

Vendors are required to respond to all **Submittal Requirements** included in "Proposal Submittal Requirements," Section 6 of this RFP.

Any exceptions to the requirements of this RFP that the Vendor requests Pima to consider must be placed in Section 6.18. Each alternate or exception should be addressed separately with specific reference to the requirement, including page and section number. If there are no proposed alternates or exceptions, a statement to that effect must be included in Vendor's response to Section 6.18.

## **5. Exceptions to Pima's Agreement for Services / Vendor's Order Forms.**

a. Vendor should NOT include its own standard form of agreement with the Proposal. Pima's Agreement for Services (including the Insurance Requirements, general and supplemental Terms and Conditions) will be used to consummate any resulting agreement between Pima and the successful Vendor. (See Sample Agreement in Section 8). Any exceptions requested from Pima's Sample Agreement must be included in this section, using the Exception Form provided.

**NOTE: interested Vendor is expected to engage in good faith negotiations with Pima and, as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy exceptions lists or requests for exceptions to non-negotiable contract provisions (e.g., state-mandated requirements; federal compliance, etc.) will not be considered.**

**6. Confidential Proprietary Information.** If the Vendor includes in its Proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

Pima discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. Pima as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. Pima will have the right to use any and all information included in the proposals submitted unless Vendor expressly restricts the information. Pima, as a public entity, is subject to Arizona public records law.

**7. Public Information.** Pima is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFQ will become the property of Pima, except any materials that both the Vendor and Pima agree to classify as confidential, proprietary, or trade secrets. These materials must be clearly marked by the Vendor.

### **8. Certifications**

Include all Mandatory Certification Forms with the proposal. By signing the Certification Forms the Vendor certifies (1) whether or not an employee of Pima has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

### **9. Appendix**

The Proposal Appendix must include all of the applicable:

- a. Details of any litigation Vendor or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by Vendor.
- b. If Vendor has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in the Proposal Appendix.
- c. If any customer has stopped using the product(s) or service(s) Vendor is proposing, Vendor shall provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If Vendor utilizes an Order Form, include sample form in the Proposal Appendix. (See also Paragraph 6 above).
- e. If Vendor intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the Vendor must supply the name, address, qualifications and criteria used by the Vendor for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of Pima.**



## **Section 4**

### **Selection and Contract Award**

#### **Selection Process and Criteria**

Proposals will be evaluated based on the requirements set forth in this RFP. Selection of Vendor(s) will be at the discretion of Pima and will be based on the proposal that Pima deems to be the most responsive and responsible and serves the best interests of Pima.

Selected Vendor(s) may be required to make on-site oral and visual presentations or demonstrations at the request of Pima. Pima will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the Vendor. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful Vendor.

Proposals will be reviewed by the College Selection Committee. The Criteria that will be used by Pima to evaluate proposals include, but are not limited to, responses submitted to the "Proposal Submittal Requirements" Section 6 of this RFP, and are as follows:

*(Note: The following Criteria are not in priority order.)*

#### **Evaluation Criteria**

##### **Vendor/Staff Experience and Qualifications**

**15 Points**

Staffing/Personnel (reference section 6.7. page 15)  
Company History and Background (reference section 6.17. page 19)

##### **Project Methodology and Structure**

**30 Points**

Operations (reference section 6.5. page 14)  
Customer Service (reference section 6.6. page 15)  
Marketing Strategy (reference section 6.13. page 17)  
Convenience Store and Food Options Services (reference section 6.14. page 17-18)  
Vending Program Services (reference section 6.14. page 18)  
Technology Program (reference section 6.15. page 18)  
Transition Plan (reference section 6.16. page 19)

##### **Product Design and Capabilities**

**35 Points**

Course Materials Program (reference section 6.8. page 15)  
Course Materials Adoption Tool (reference section 6.9. page 16)  
Course Materials Affordability/ Pricing Policies (reference section 6.10. page 16)  
General Merchandise (reference section 6.12 page 16)

**Financial/Cost Proposal****20 Points**

Financial Projections (reference section 6.2. page 13)  
Financial Proposal (reference section 6.3. page 13 - 14)  
Facility and Facility Investment (reference section 6.4. page 14)  
General Merchandise Pricing Policies (reference section 6.11.  
page 16)

**Contract Award**

It is the intent of Pima to negotiate and enter into a written agreement with the selected Vendor or Vendors. Pima's standard form (sample provided in Section 8) will be used for any resulting agreement with selected Vendor. This Agreement will be awarded for a Term of five (5) years from the date of award ("**Term**"). The Term may be extended for additional one (1) year renewal terms (each a "**Renewal Term**"), not to exceed five (5) renewal terms. Renewal shall be at the sole discretion of Pima.

**Extended Contract; Cooperative Purchasing**

Pima is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative Agreement. Under the SAVE Agreement, and with the concurrence of the successful Proposer, other members of SAVE may access any subsequent contract resulting from this solicitation. If the proposer does not want to grant such access, it must be stated in its proposal. In the absence of a statement to the contrary, the Pima will assume that access is granted by the proposer to any subsequent agreement/contract.

## **Section 5**

### **RFP Completion Checklist**

This checklist is a summary of some of the required components of this RFP. It is provided as a convenience to Vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the Vendor to submit complete and compliant proposals.

- Cover Letter**
- Proposal Form (refer to Section 7)**
- Financial Bid Forms (refer to Section 7)**
- Qualifications**
- Response to Scope of Work (refer to Proposal Submittal Requirements-Section 6)**
- Exceptions Requested Form (refer to Sections 6 and 7)**
- Confidential and/or Proprietary Declaration Form (refer to Sections 6 and 7)**
- Completed and Signed Certification Forms (refer to Section 11)**
- Appendix, if applicable**

## Section 6 Proposal Submittal Requirements

*(Note: To simplify Pima's review process, the format for all Proposals must be consistent with the information requested in the Submittal Requirements of this Section.)*

This Section includes the Proposal Submittal Requirements. Vendors are required to respond to all Submittal Requirements included in this Section.

### Acceptance Of Requirements

- 6.1 **Acceptance Of Requirements.** Acknowledge acceptance of all Program Requirements as described in Section 8, Attachments B1 and B2, and Sections 9 and 10 of this RFP.

### Financial Projections

6.2 **Financial Projections Submittal Requirements**

- a. Financial Projections. Provide financial projections for each of the next five (5) years of operation of the Bookstore. Projections must include the following:
- Sales by Category/Department (consolidated and for each location)
  - Total Sales
  - Cost of Goods Sold
  - Gross Margin
  - Personnel Expenses
  - Direct Operating Expenses (itemized by type of expense)
  - Indirect Expenses (i.e., management fee, company overhead charges)
  - Commission to Pima
  - Profit/Loss
  - Bookstore Website/E-Commerce Sales
- b. Convenience Store/Food Options And Vending Sales Projections. Provide Convenience Store /Food Options and Vending sales projections for each of the next five (5) years of operation of the Bookstore. Projections must include the following:
- Convenience Store/Food Options Sales (consolidated and for each location)
  - Vending Sales (consolidated and for each location)

### Financial Proposal

6.3 **Financial Proposal Submittal Requirements**

- a. Bookstore Financial Return. Submit your company's Financial Return for the Bookstore:
- Commissions

- Commission As A Percent Of Commissionable Sales
- Commission As A Percent Of Pure Digital Course Materials Commissionable Sales
- Minimum Annual Guarantee
- Signing Bonus
- Additional Financial Incentives

(Note: In addition, vendors are required to complete the “Bookstore Financial Bid Forms,” Section 7.)

- b. Convenience Store/Food Options And Vending Financial Return. Submit your company’s Financial Return for the Convenience Store/Food Options and Vending:

- Commissions
  - Commission As A Percent Of Convenience Store/Food Options Sales
  - Commission As A Percent Of Pure Vending Sales

(Note: In addition, Vendors are required to complete the “Convenience Store/Food Options And Vending Financial Bid Form,” Section 7.)

## **Facility Investment / Facility Plan**

### **6.4 Facility Investment Submittal Requirements**

- a. Facility Investment. Describe your company’s financial commitment to provide Pima with state-of-the-art Bookstore facilities as described in Section 8, Attachment B.
- b. Facility Plans. Vendors are required to submit proposed facility plans to provide state-of-the-art Bookstore facilities as part of their response to this RFP.

The proposed facility plans should reflect Pima’s desire to provide state-of-the-art Bookstores that will improve customer satisfaction and reflect a retail-of-the-future facility.

(Note: In addition, Vendors are required to complete the “Financial Bid Forms,” in Section 7.)

## **Operations**

### **6.5 Operations Submittal Requirements**

- a. Operations/Management Plan-Bookstore. Describe your company’s operations/management plan for the Pima Bookstore.
- b. COVID-19 Plans. Describe your company’s plan to accommodate operating under COVID-19 restrictions (if applicable).

## **Customer Service**

### **6.6 Customer Service Submittal Requirements**

- a. Customer Service Strategy. Describe in detail your company's strategy to provide excellent customer service at the Bookstore.

## **Staffing / Personnel**

### **6.7 Staffing / Personnel Submittal Requirements**

- a. Company Organization Chart. Provide your company organization chart.
- b. Bookstore Organization Chart. Provide your company's proposed organization chart, staffing plan, and reporting structure for the Bookstore. Please indicate full-time positions and part-time positions for the Bookstore.
- c. Describe your company's:
  - Personnel policies
  - Hiring policies, including your company's required qualifications for the Bookstore Manager
  - Background check program and policies
  - Compensation program, including incentive programs, etc.
  - Benefit programs (e.g., health insurance, disability insurance, vacation plan, paid holidays, retirement, etc.)
  - Commitment and plan to hire student employees
- d. Educational And Training Programs. Describe your company's educational and training programs.
- e. Corporate Support Services. Describe your company's corporate support services and regional management support.

## **Course Materials Program**

### **6.8 Course Materials Program Submittal Requirements**

- a. Course Materials Market Share Strategy/Services. Describe your company's plan to develop and implement an active strategic plan to increase course materials market share. Include your company's plans to develop strong relationships with faculty, market and promote course materials to Pima Students, and provide comprehensive course materials services to Pima Students and Faculty, including, but not limited to, the following:
  - Registration integration
  - Custom publishing
  - OER
  - Digital delivery
  - Inclusive Access
  - Textbook rentals
  - Used textbooks
  - Distance learning

**Course Materials Adoption Tool****6.9 Course Materials Adoption Tool Submittal Requirements**

- a. Course Materials Adoption Tool. Describe your company's Course Materials Adoption Tool, including the following:
- Adoption tool overview
  - Database search
  - Adoption reporting

**Course Materials Affordability / Pricing Policies****6.10 Course Materials Affordability / Pricing Policies Submittal Requirements**

- a. Course Materials Pricing Strategies. Describe your company's plan to address the pricing concerns of students at Pima. Include a detailed description of your company's Price Match Guarantee Program, Price Comparison Software, dynamic pricing, or similar programs that your company will implement in order to provide value, compete with online booksellers, and increase market share.
- b. Shipping Policies/Programs. Describe your company's Shipping Policies including, but not limited to, the following:
- Standard Shipping Charges
  - Standard Shipping Delivery Times
  - Expedited Shipping Charges
  - Expedited Shipping Delivery Times
  - Free Shipping Program(s)
  - Free Shipping Delivery Times

Describe any additional promotional programs your company has implemented to reduce course materials shipping costs.

**General Merchandise Pricing Policies****6.11 General Merchandise Pricing Policies Submittal Requirements**

- a. Emblematic Merchandise Price Point Requirements. Describe your company's plan to sell emblematic/logo merchandise at multiple price points, including value-priced merchandise.

**General Merchandise****6.12 General Merchandise Submittal Requirements**

- a. Emblematic/Logo Merchandise Sales. Provide a detailed description of your company's plan to increase the sales of emblematic/logo merchandise, clothing, and gifts. Describe your

company's plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Website.

- b. Non-Emblematic Merchandise Sales. Provide a detailed description of your company's plan to increase the sales of non-emblematic merchandise (e.g., supplies, technology, convenience, graduation merchandise, backpacks, etc.).
- c. New And Innovative Merchandise Sales. Provide a detailed description of your company's plan to provide new and innovative merchandise to the Pima community. Include your company's commitment to make "first-to-market" programs available to Pima on a timely basis.

## **Marketing Strategy**

### **6.13 Marketing Strategy Submittal Requirements**

- a. Campus Events. Describe your company's plans to take advantage of campus events and activities at Pima organized by other campus entities, and/or your company's plans to create your own campus events and activities in order to generate additional sales.
- b. Marketing Plan. Describe your company's marketing and advertising plan for the Bookstore.
- c. Social Media Plan. Describe your company's social media plan for the Bookstore.

## **Convenience Store/Food Options And Vending**

### **6.14 Convenience Store/Food Options And Vending Submittal Requirements**

- a. Operations/Management Plan-Convenience Store/Food Options. Describe your company's operations/management plan for the Pima Convenience Store/Food Options, including, but not limited to, the following:
  - Describe the major product categories that your company would offer.
  - Describe your plan to provide retail pricing that is comparable to local pricing with a permissible mark-up due to the extra expenses of providing retail in a campus environment. Provide five (5) examples of products and prices to meet the minimum requirements detailed in Section 8, Attachment B2 of this RFP.
  - Detailed list of any utility support that your company would like the District to supply, by location
- b. Operations/Management Plan Vending Services. Describe your company's operations/management plan for the Pima Vending Services, including, but not limited to, the following:
  - Your company's commitment to provide vending machines at a minimum in the same quantity as currently provided (as described in Section 12 of this RFP)
  - Describe the frequency and duties of restocking
  - Describe your plan to provide retail vending pricing that is comparable to local retail vending pricing with a permissible mark-up due to the extra expenses of providing retail



- vending in a campus environment. Provide five (5) examples of products and prices to meet the minimum requirements detailed in Section 8, Attachment B2 of this RFP
- Detailed list of any utility support that your company would like the District to supply, by location
- c. Convenience Store/Food Options Sales. Provide a detailed description of your company's plan to increase the sales of convenience store/food options products.
- d. Vending Sales. Provide a detailed description of your company's plan to increase the sales of vending products.

## **Technology**

### **6.15 Technology Program Submittal Requirements**

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

(Note: Pima will not buy out the undepreciated portion of the Vendor's technology investment at the expiration, termination, or non-renewal of the Contract.)

(Note: In addition, Vendors are required to complete the "Financial Bid Forms," in Section 7.)

## **Transition Plan**

### **6.16 Transition Plan Submittal Requirements**

Describe your company's Transition Plan, including the following:

- a. Transition Plan. Provide a detailed transition plan and timeline that includes information on how your company will meet Pima's contract start date on or about July 1, 2022. Include a detailed timeline of key dates for the transition.
- b. Pima Resources. Describe the required or assumed Pima resources necessary for a smooth transition.
- c. Technology Implementation Plan. Describe your company's Technology Implementation Plan, including, but not limited to, the following:
  - Systems integration/collaboration with the Pima Administration
  - Staff training
  - Equipment installation
  - Website implementation
  - Online Adoption Tool implementation
- d. Corporate Support. Describe your company's corporate support during the first ninety (90) days of the transition including, but not limited to, the following:
  - Regional Manager Coverage/Site Visits- Provide the schedule for Regional Manager site visits during the first ninety (90) days.
  - Vice President Level Support (i.e., operations, marketing, etc.)- Provide the schedule for Vice President site visits during the first ninety (90) days.
  - Bookstore Operations and Customer Service Staff Training
- e. Miscellaneous/Other. Provide any additional information relevant to the transition.

## **Company History And Background**

### **6.17 Company History And Background Submittal Requirements**

- a. Company Background. Provide your company's qualifications and experience in managing college/university campus stores. Describe your company's experience serving large public community colleges including, but not limited to, the following:
  - Description of the nature of your company's business; include a description of experience, competencies, and overall organizational capabilities.
  - Corporate organization chart indicating key management team members.
  - Number of years in business.
  - Description of your company's capabilities to provide the requested product(s)/service(s).
- b. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the Pima Bookstore.
- c. References. Provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by Pima. Pima prefers educational or governmental entity references. Each of the references must include the following information:

- Entity Name
  - Industry Type
  - Address, City, Province/State/Country
  - Contact Name, Title, Phone Number, and Email address
  - Year (s) service(s) provided
  - Comments (include details regarding the current status of the product/service provided by your company)
- c. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past three (3) years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the administrator responsible for the bookstore.
- d. Financial Statements. Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.

## **Exceptions To The RFP**

### **6.18 Exceptions To The RFP Submittal Requirements**

- a. Exceptions To The RFP. Identify any exceptions to this RFP that are included in your company's Proposal.

## **Confidential and/or Proprietary Declaration**

### **6.19 Confidential and/or Proprietary Information To The RFP**

- a. Confidential and/or Proprietary Information To The RFP. Identify any confidential and/or proprietary information that are included in your company's proposal.

## Section 7 Proposal Forms

### Vendor Proposal Form

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,  
(Company Name)

a corporation organized and existing under the laws of the State of \_\_\_\_\_;  
 a partnership, registered in the State of \_\_\_\_\_, and consisting of

\_\_\_\_\_;  
 an individual trading as \_\_\_\_\_,  
located at \_\_\_\_\_

This Proposal is submitted in response to RFP No. **P22/10049L, Management Of Campus Store Retail Services.**

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the RFP.

The undersigned understands that Pima reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by Pima in its sole discretion, in any Proposal in the interest of Pima.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Vendor has not in any manner sought by collusion to secure for itself an advantage over any other offeror.

The undersigned further certifies that its company is (check the appropriate areas):

women-owned business;  minority-owned business;  labor surplus area firm

does **or**  does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102).

If it does, please "CHECK" one of the following:

- small business;  veteran-owned small business;  service-disabled veteran-owned small business;
- HUB Zone small business;  small disadvantaged business; or  women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this Vendor for purposes of this RFP.

\_\_\_\_\_  
(Vendor's Full Legal Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**Section 7 (continues)  
Financial Bid Forms****BOOKSTORE FINANCIAL BID FORM**

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

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

(%) \_\_\_\_\_

2. COMMISSION AS A PERCENT OF PURE DIGITAL COURSE MATERIALS  
COMMISSIONABLE SALES:

(%) \_\_\_\_\_

3. MINIMUM ANNUAL GUARANTEE:

(\$) \_\_\_\_\_

(Note: The Vendor shall pay Pima the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Commissionable Sales plus the Commission As A Percent Of Pure Digital Course Materials Commissionable Sales.)

4. SIGNING BONUS:

(\$) \_\_\_\_\_

5. ADDITIONAL FINANCIAL INCENTIVES: (e.g., Textbook Scholarship, General Scholarship, etc.).

(\$) \_\_\_\_\_

6. FACILITY INVESTMENT:  
(Depreciated on a straight-line basis by June 30, 2027.)

(\$) \_\_\_\_\_

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



7. TECHNOLOGY INVESTMENT:

(\$) \_\_\_\_\_

PROPOSAL SUBMITTED BY:

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONVENIENCE STORE/FOOD OPTIONS AND VENDING FINANCIAL BID FORM**

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

1. COMMISSION AS A PERCENT OF CONVENIENCE STORE/FOOD OPTIONS SALES:

(%) \_\_\_\_\_

2. COMMISSION AS A PERCENT OF VENDING SALES:

(%) \_\_\_\_\_

PROPOSAL SUBMITTED BY:

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Section 7 (continues) Exceptions Requested Form

After carefully reviewing Pima's sample agreement (See Section 8), the Vendor: (*select one only*)

Requests no exceptions

Requests the following exceptions:

For each exception, the Vendor shall provide all of the following information: **(i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception.** Blank, unjustified, or unsupported requests will be disregarded.

## Section 7 (continues)

### Confidential and/or Proprietary Declaration Form

Company Name \_\_\_\_\_

In the event the Vendor elects to include in its RFP any information deemed "proprietary" or "protected," it will clearly mark the information as to any proprietary/confidential claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

Pima discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. Pima, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

Pima will have the right to use any and all information included in the RFPs submitted unless the information is expressly restricted by the Vendor.

If the RFP contains **NO** confidential/proprietary information, a statement to that effect must be provided.

\_\_\_\_\_(initial) Vendor certifies this RFP contains NO confidential and/or proprietary information.

***Confidential/Proprietary Information.*** Vendor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. ***If additional space is required, provide information on a separate page and submit as an attachment to this form.***

Authorized Signature/Date

Print Name

Title

## Section 8 Sample Agreement

### AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2022 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**Pima**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and] \_\_\_\_\_ (“**Vendor**”), a(n) \_\_\_\_\_ corporation, with a principal place of business at ] \_\_\_\_\_

#### RECITALS:

- A. Vendor is a successful offeror under Pima’s request for proposal (RFP #P22/10049L)
- B. This Agreement is funded, in whole or in part with federal funds under \_\_\_\_\_.

**NOW, THEREFORE**, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

#### 1. SERVICES

1.1. Subject to the terms and conditions stated in Attachment A and, if applicable, Attachment E, attached to and made part of this Agreement, Vendor shall provide Pima the \_\_\_\_\_ services (“**Services**”). Attachment B, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Vendor.

1.2. As part of the Services, Vendor shall deliver to Pima all goods, reports, documents and other materials (“**Deliverables**”) as set forth in Attachment B.

#### 2. COMPENSATION

In exchange for the Services, Pima shall pay Vendor as compensation the total amount of \_\_\_\_\_ (\$\_\_\_\_\_) dollars, as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Vendor shall be solely responsible for all expenses it incurs in connection with the Vendor’s obligations under this Agreement.

#### 3. TERM

This Agreement will be awarded for a Term of five (5) years from the date of award (“**Term**”). The Term may be extended for additional one (1) year renewal terms (each a “**Renewal Term**”), not to exceed five (5) renewal terms. Renewal shall be at the sole discretion of Pima.

#### 4. TERMINATION

4.1. **Termination for Cause.** Notwithstanding the Term, Pima reserves the right to terminate this Agreement in whole or in part due to the failure of Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services, if not remedied by Vendor within ten (10) days of receiving written notice of such non-compliance from Pima. Pima shall provide written notice of the termination and the reasons for it to Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Vendor under this Agreement shall become the property of and be delivered to Pima on demand. Pima may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Vendor shall be liable to Pima for any excess costs incurred by Pima in re-procuring the services.

4.2. **Termination for Convenience.** Pima reserves the right, by prior written notice, to terminate this Agreement in whole or in part at any time when in the best interests of Pima without penalty or recourse. Upon receipt of the written notice, Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Pima. In the event of termination under this provision, all documents, data and reports prepared by Vendor under this Agreement shall become the property of and delivered to Pima. Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be Vendor's sole remedy against Pima in the event of termination under this provision.

**5. REVENUE REPORTING:** Refer to Financial Reporting Requirements B.12, page 46.

**6. INSURANCE**

Vendor shall (and shall cause its subcontractors to) procure and maintain until all of the Vendor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in Attachment D, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

**7. NOTICES**

Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

**To PIMA:**  
Requestor /Implementation  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**To VENDOR:**  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Administration  
Name: PCC Contracts Services  
Address: 4905 E. Broadway Blvd, D-232  
Pima Community College  
Tucson, AZ 85745

**8. ENTIRE AGREEMENT; AMENDMENTS**

8.1. This document, including all Attachments, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

8.2. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

**[SIGNATURE PAGE CONTINUES]**

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **PIMA**For **VENDOR****PIMA COUNTY COMMUNITY COLLEGE DISTRICT:**By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_**ATTACHMENTS:**

- Attachment A- General Terms and Conditions
- Attachment B1- Scope of Work: Bookstore Program Requirements
- Attachment B2- Scope of Work: Convenience Store/Food Options And Vending Program Requirements
- Attachment C- Insurance Requirements
- Attachment D1- Supplemental Conditions for Services Under Federal Contract
- Attachment D2- Supplemental Conditions for Services Under Federal Grant

**ATTACHEMENT A to AGREEMENT FOR SERVICES**

**GENERAL TERMS AND CONDITIONS**

- 1. Vendor's Performance of Services.** Vendor shall provide all tools, equipment, and supplies Vendor determines to be necessary to perform the Services.
- 2. Supervision.** Vendor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by Pima.
- 3. Government Fees; Licenses.** Vendor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Vendor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by Pima, Vendor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
- 4. Work to Be Performed by Others.** Pima reserves the right to perform any and all services in-house or to utilize the services of other vendors on unrelated projects.
- 5. Warranties.**
  - 5.1.** Vendor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
  - 5.2.** Vendor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Vendor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
  - 5.3.** To the extent applicable to the subject matter of this Agreement, Vendor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
- 6. Scope of Relationship.** Vendor is an independent contractor. Neither Vendor nor any of Vendor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Vendor, "**Vendor Parties**"), shall be deemed employees, agents, partners, or joint venturers of Pima, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- 7. Intellectual Property.**
  - 7.1. Pima's Intellectual Property** All intellectual property that Vendor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including Pima, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by Pima, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for Pima (or if ownership of all rights therein do not otherwise vest exclusively in Pima), Vendor hereby irrevocably assigns, without further consideration, to Pima, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
  - 7.2. Vendor's Intellectual Property.** Vendor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Vendor informs Pima in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Vendor

hereby grants to Pima a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to Pima in the performance of the Services.

**7.3. Pima Data** As between the parties, Pima will own, or retain all of its rights in, all data and information that Pima provides to Vendor, as well as all data managed by Vendor on behalf of Pima, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Vendor, as well as all data obtained or extracted through Pima's or Vendor's use of the Services (collectively, "**Pima Data**"). Pima Data also includes all data and information provided directly to Vendor by Pima students and employees, and includes personal data, metadata, and user content. Pima Data will be Pima's Intellectual Property and Vendor shall treat it as Pima's confidential and proprietary information. Vendor will not use, access, disclose, or license or provide to third parties any Pima Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Vendor's obligations to Pima under this Agreement; or (ii) as authorized in writing by Pima. Vendor may not use any Pima Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without Pima's prior written consent. Upon request by Pima, Vendor shall deliver, destroy, and/or make available to Pima any or all of Pima Data.

## **8. Confidentiality**

**8.1.** If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and Pima Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.

**8.2.** Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

**8.3.** Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

**9. Educational Records; FERPA.** Pima is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Vendor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

**10. Public Records.** The parties acknowledge that Pima is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by Pima requesting records described as confidential, which Pima determines must be disclosed, Pima shall notify Vendor party prior to disclosure.

## **11. Privacy and Security.**

**11.1.** If Vendor, or its agents, or any tier of Vendor's subcontractors in the performance of this Agreement hosts or maintains Pima's Confidential Information on its technology, Vendor warrants that the hosting or maintenance

of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.

- 11.2. At all times during the Term, Vendor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed Pima’s information security and privacy policies and procedures. Upon request, Vendor shall provide Pima with copies of those policies and plans.
- 11.3. Vendor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to Pima. Upon request, Vendor shall provide Pima with copies of those policies.
- 11.4. In the event Vendor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which Pima may be required to perform a risk assessment and/or provide a notification under applicable law, Vendor shall immediately, and in no event later than twenty four (24) hours, notify Pima’s Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Vendor has available at the time of the notice. Vendor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5. In the event of a breach, Vendor shall mitigate, to extent practicable, any harmful effect that is known to Vendor of a use or disclosure of Confidential Information in violation of this Agreement by Vendor or its subcontractor. Furthermore, in an event of a breach involving Pima’s Confidential Information, Vendor shall obtain a mutually agreed upon vendor to provide at no cost to Pima forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
12. **Indemnification.** Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, Pima, its officers, agents, and employees (“**Indemnitees**”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor or Vendor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Vendor and third party infringement under the Agreement; and (ii) claims related to the disclosure of Pima’s Confidential Information.
13. **Use of Names; Trademarks.** Neither party shall use the other party’s trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature (“**Marks**”), or the names of the party’s employees in any publicity or advertising material without prior written approval by the other party. Vendor’s use of any Pima’s Marks, if and when authorized, shall comply with Pima’s design and drawing specifications.
14. **Use of Pima Property.** While on Pima property, Vendor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with Pima policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Vendor’s personnel, agents, and subcontractors shall comply with all reasonable requests of Pima communicated to Vendor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
15. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
16. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.



- 17. Misuse of Public Funds.** Vendor warrants that, with respect to any Federal, State, or local government funds: (i) Vendor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Vendor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to Pima under the Agreement and law, in the event of such a breach, Pima shall have the right to terminate this Agreement.
- 18. Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Vendor shall comply with all applicable provisions of Attachment E.
- 19. Non-Assignment.** This Agreement is personal to Vendor. Vendor shall not assign any of the Vendor's rights or delegate any of the Vendor's obligations under this Agreement to any other person or entity without the written permission of Pima. Any attempted assignment or delegation by Vendor shall be void and ineffective.
- 20. Referencing of Orders.** For each order issued against this Agreement, Pima intends in good faith to reference the RFP used in procuring the Vendor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event Pima fails to do so, Pima's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to Pima.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Vendor. Pima will not approve unsupported price increases that will merely increase the gross profitability of Vendor at the expense of Pima. Price change requests shall be a factor in the Agreement extension review process. Pima shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of Pima.
- 22. Right to Offset.** Pima shall have the right to offset against any sums due to Vendor, any expenses or costs incurred by Pima, or damages assessed by Pima concerning the Vendor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing Pima.
- 23. Stop Work Order.** Pima may at any time, by written order to Vendor, require Vendor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Vendor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Vendor shall resume work. Pima shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
- 24. Gratuities.** Pima may, by written notice to Vendor, cancel this Agreement if it is discovered by Pima that gratuities, in the form of entertainment, gifts or other were offered or given by Vendor or any agent or representative of Vendor, to any officer or employee of Pima with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by Pima pursuant to this provision, Pima shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.
- 25. Insolvency.** Pima shall have the right to terminate the Agreement at any time in the event Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged

within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.

- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, Pima may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of Pima becomes an employee or agent in any capacity of any other party or a Vendor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Vendor acknowledges that Pima is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for Pima. Pima shall notify Vendor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit Pima to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by Pima.** No waiver by Pima of any breach of the provisions of this Agreement by Vendor shall in any way be construed to be a waiver of any future breach or bar Pima's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under Pima Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
- 33. Key Personnel.**  
Vendor shall promptly notify Pima of any intended reassignment and proposed replacement of key personnel performing assigned for work under this Agreement within thirty (30) days any such reassignment. Any such reassignment and replacement shall be subject to Pima's approval. Vendor shall promptly replace any key personnel if requested by a Pima Representative.
- 34. Background Checks.**  
Vendor shall be responsible for conducting investigations into the background of Vendor's employees responsible for providing the Services hereunder to Pima, including, but not limited to, Vendor's technicians, delivery personnel, retail employees, and other employees who, as part of this Agreement, provide Services to Pima or on Pima property. Vendor shall additionally ensure that its vendors and permitted subcontractors who are engaged in the performance of any Services under this Agreement conduct the same or equivalent investigations into the background of their respective employees or other members of their workforce who provide Services to Pima. The scope of the investigation shall include at least the following elements and shall include indicated records for a ten (10) year period:



- a. Previous employment verification. Previous work history shall be verified, accounting for all gaps in time during the ten (10) year period. Gaps in employment history exceeding six months shall give cause for further investigation and explanation. Those employees without appropriate explanation for employment gaps shall not be approved work under this Agreement.
- b. Criminal background check. A Level 2 criminal background check, as defined by the State of Arizona, which includes fingerprint checks, with the criminal justice agencies most appropriate to the employee's home residence within the ten (10) year period, including, but not limited to, through the Arizona Department of Public Safety (ADPS) and the Federal Bureau of Investigation (FBI), shall be conducted for each Vendor employee engaged in providing any Services to Pima.

Those Vendor Employees with a police/criminal record, other than minor traffic violations shall not be assigned duties related to this Agreement. This background check procedure shall be conducted for every new employee hired by Vendor to provide Services related to this Agreement and shall be accomplished prior to assignment of duties under this Agreement.

Vendor shall ensure the proper maintenance of the background check verification documents for each employee for a period of not less than one year after the expiration or termination of this Agreement.

- a. Vendor agrees and acknowledges that its employees and agents' employees, as well as any permitted subcontractors or permitted subcontractor's personnel, working under this Agreement must be United States citizens or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. § 1101, et seq.
- b. To the extent legally applicable to Vendor, Vendor agrees to adhere to the principles and requirements set forth in all United States state, federal and local laws including those pertaining to non-discrimination, such as the equal opportunity clause contained in section 202 of Executive Order 11246. Vendor specifically agrees to comply with the following EEO clauses that are here by incorporated by reference: 41 CFR 60-14; 41 CRF 60-250.4 and 41 CRF 60-741.4. Vendor further agrees by entering into this Agreement to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority-group persons at all job levels and in all aspects of employment, with outside recruiting services and the minority community at large; and provide non-segregated facilities for all employees. Vendor further agrees to obtain a similar agreement in the event that Vendor engages any subcontractors or other contractors in the performance of this Agreement.

Pima reserves the right to conduct background checks on personnel assigned by Vendor to Pima for services conducted per this Agreement. Pima reserves the right to terminate this Agreement, or request replacement personnel in the event the background check conducted by Pima on assigned personnel is not satisfactory to Pima at Pima's sole discretion. Pima shall notify Vendor of the results of the background check within five (5) business days of the receipt of the same.

**ATTACHMENT B** to AGREEMENT FOR SERVICES

<p align="center"><b>ATTACHMENT B1</b> <b>SCOPE OF WORK: BOOKSTORE PROGRAM REQUIREMENTS</b></p>
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**Operations**

**B.1 Operations Requirements**

- a. Locations/Programs. The Bookstore, as defined in this Request For Proposal (RFP), includes the following:
- Desert Vista Campus Bookstore
  - Downtown Campus Bookstore
  - East Campus Bookstore
  - Northwest Campus Bookstore (Seasonal Course Materials Services)
  - West Campus Bookstore
  - Bookstore Website
- b. Pima Rights Re: Bookstore Facilities. Pima shall have the right to add, remove, or modify the size of the Bookstore facilities if Pima deems such additions, removals, or modifications to be in the best interest of Pima.
- c. Bookstore Names. The names of the Bookstores shall be as follows:
- Desert Vista Campus Bookstore
  - Downtown Campus Bookstore
  - East Campus Bookstore
  - West Campus Bookstore

Pima and/or the Vendor may determine another name that is mutually agreed upon.

- d. Vendor Duties/Responsibilities. The Vendor 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 Pima.
- e. Products And Services. The Vendor shall provide Pima with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, open educational resources (OER), inclusive access course materials, textbook rentals, general books, bestsellers, reference books, supplies, computer/technology products, computer supplies, peripherals, course-related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBAs), special order services, graduation-related merchandise, and other services expected from a full-service Bookstore. **Pima strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the Pima community; generate traffic in the Bookstore; and assist with transitioning from a traditional college bookstore to a destination center offering state-of-the-art campus store retail services.**



- f. Right To Operate Bookstore. The Vendor shall have the right to operate the Bookstore serving the Pima community. However, the Pima Administration may authorize the sale of certain items by approved vendors, student groups, or Pima organizations.

The Vendor must recognize that Pima is focused on course materials affordability for Pima Students. As part of this focus, Pima will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), Inclusive Access, etc. It is Pima's expectation that the selected Vendor will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.

- g. Pima Authority Re: Product Offerings. The Vendor shall withdraw from display or sale, any item or items, which Pima requests not be displayed or sold.
- h. Website/Social Media. The Vendor shall manage and operate a unique full-service Bookstore Website, which shall include a unique social media program for the Bookstore.
- i. Special Events. The Bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at Pima events.
- j. Fixtures/Equipment for Special Events. The Vendor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, pop-up store, etc.) to sell emblematic or general merchandise at designated special events (e.g., open houses, orientation, student events, etc.) to capitalize on sales opportunities at all Pima campuses.
- k. Trash Removal/Recycling. The Vendor shall participate in Pima's recycling program. The Vendor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on campus.
- l. Environmental/Sustainability Practices. The Vendor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all Pima environmental/sustainability practices.
- m. Reporting Requirement. The Vendor shall report to Pima's Assistant Vice Chancellor for Finance, for matters pertaining to the Contract. The Vendor's Regional Manager will meet with to Pima's Assistant Vice Chancellor for Finance or designee, on a quarterly basis, at a minimum, to review performance.
- n. Licensing, Permits, Taxes. The Vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The Vendor 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.
- o. COVID-19. The Vendor shall adhere to Pima's policies (current and future) regarding COVID-19. The Vendor shall have in place the necessary plans to operate the Bookstore in compliance with federal, state, and local requirements in response to COVID-19. The plan shall include, but not be limited to, the following:



- Ongoing communication of the plan to the Pima Administration
- Plans for implementation of required social distancing and other policies within the Bookstore (e.g., masks, store layout, line queuing, etc.)
- Communication regarding the number of people allowed in the Bookstore, if applicable
- Plan for a shift to entirely virtual in the event students are not physically on campus
- Communication of Bookstore COVID-19 policies to all campus constituents
- In-store signage regarding Bookstore policies and social distancing guidelines
- Plans for POS terminal safety (e.g., social distancing, plexi-glass, etc.)
- PPE guidelines/availability for Bookstore employees, including student employees
- Cleaning schedule
- Quarantine protocols
- Plans for at-risk employees
- Plans for screening employees

## **Customer Service**

### **B.2 Customer Service Requirements**

- a. Customer Service Expectations. The Vendor shall provide excellent customer service at the Bookstore, including processing customers efficiently during back-to-school Rush periods.
- b. Nametags/Identification Tags. The Vendor shall ensure that all Bookstore employees wear nametags/identification tags.
- c. Image Of The Bookstore. The Vendor shall operate the Bookstore in a manner that reflects the image and reputation, and supports the mission, of Pima. The Vendor, shall become involved in the academic, cultural, and social environment at Pima and take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of Pima. The Vendor shall where and when appropriate, create temporary selling points at various sites around campus in connection with special events and programs.
- d. Support Of Student Organizations. The Vendor shall cooperate to whatever reasonable extent possible to assist and support student organizations and student activities with respect to Bookstore services and merchandise.
- e. Customer Feedback. The Vendor 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 Pima Administration for evaluation and input.
- f. Hours Of Operation. Hours of operation shall be defined by Pima in conjunction with the Vendor. Hours of operation shall be extended during the beginning of each semester, and to support special programs and events as necessary (e.g., open houses, orientation, campus events, athletic events, etc.). Changes to the defined hours of operation must be approved by Pima. During all hours of operation, including peak business hours and extended hours of operation, the Vendor shall staff the Bookstore adequately to provide the level of service required by Pima.



- g. Refund Policy. The Vendor's refund policy shall be sensitive to the needs of Pima Students and customers.
- h. Bookstore Advisory Committee. Pima may establish a Bookstore Advisory Committee. The Vendor's Bookstore Manager shall meet up to four (4) times per year with the Bookstore Advisory Committee and with the Pima Administration to review Bookstore operations. The Vendor's Regional Manager shall attend at least one Bookstore Advisory Committee meeting per semester. Further, the Vendor's Bookstore Manager shall work cooperatively with the Committee and with Pima Administration in the development and improvement of Bookstore programs, merchandise selection, services, and policies. The Vendor shall make every reasonable effort to comply with requests from the Committee and from the Pima Administration to improve the program, services, and policies. The Bookstore Manager or his/her designee are expected to meet periodically with deans, department heads, and other faculty members.

## **Staffing / Personnel**

### **B.3 Staffing / Personnel Requirements**

- a. Staffing. The Vendor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the Bookstore in accordance with the requirements established by Pima.
- b. Organization Chart/Staffing Level. Prior to Contract commencement, the Vendor shall present its organization chart/staffing level for the Bookstore to Pima for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by Pima.
- c. Manager. The Manager assigned to the Bookstore by the Vendor must be approved in advance by the Pima Administration. Subsequent changes in assignments will be made by the Vendor only after prior consultation with, and approval by Pima. Pima expects management continuity (i.e., limited turnover of the Manager) in order for the Vendor to meet the expectations and requirements of Pima.
- d. Student Employees. The Vendor shall fill employment opportunities with students, when appropriate.
- e. Employee Conduct. The Vendor 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 Pima's premises, all employees, agents, and independent contractors of the Vendor shall comply with all applicable Pima policies and procedures. The Vendor shall be required to remove any such employee, agent, or independent contractor from the Bookstore at Pima's request.
- f. Employment Laws. The Vendor shall comply with all state and federal employment laws and requirements.
- g. ADA. The Vendor shall comply with the Americans with Disabilities Act (ADA).



- h. Equal Employment Opportunity. Pima County Community College District is an equal opportunity, affirmative action employer and educational institution providing educational and employment opportunities, programs, services, and activities. Pima prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, and/or gender identity.
- i. Background Checks. The Vendor shall assume all liability arising out of, and is solely responsible for, conducting background checks per Pima specifications for all of the Vendor's employees, agents, or independent contractors.

## **Course Materials Program**

### **B.4 Course Materials Program Requirements**

- a. Comprehensive Course Materials Services/Academic Freedom. The Vendor shall provide comprehensive course materials services and shall work closely with Pima to support all Academic Programs. Pima Faculty shall have academic freedom in their selection of course materials, and the Vendor shall provide all adopted course materials on a timely basis.
- b. Agent For The Collection Of Course Materials Adoptions. The Vendor shall be Pima's agent for the collection and compilation of course materials adoptions and shall provide course materials to students at Pima. The Vendor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials, inclusive access course materials, coursepacks, software, and materials published or distributed electronically.
- c. Course Materials Quantities. The Vendor shall provide sufficient quantities of course materials, custom-published materials, OER course materials, software, and related academic supplies and materials, as required by the faculty for course work, to be available for purchase by students according to the schedule established by Pima.
- d. Early Course Materials Adoptions. The Vendor, working with Pima Faculty, shall make every effort to obtain early course materials adoption commitments in order to ensure course materials availability and to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The Vendor shall provide timely reports to faculty members concerning the status of their adoptions.
- e. Distance Learning/Online Courses. The Vendor shall provide course materials services for Pima's current or future distance learning/online courses and other programs, as desired by Pima.
- f. Custom-Published Materials. The Vendor shall provide custom-published materials (i.e., coursepacks). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- g. Textbook Rental Program. Pima is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The Vendor shall make a significant effort to maximize the availability of textbook rentals for Pima Students and shall provide a full-service textbook rental program at the Bookstore.





- h. Used Textbook Program. Pima is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The Vendor shall make a significant effort to maximize the availability of used textbooks for Pima Students.
- i. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The Vendor shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The Vendor shall work with the Pima Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms. Throughout the Contract, Pima will continually evaluate digital delivery programs in the marketplace and maintain the right to select alternate digital delivery programs at any time during the Contract, if it is determined that such programs are in the best interests of Pima.
- j. Open Educational Resources. The Vendor shall provide access to OER course materials to support academic programs as needed/required and will accommodate the adoption of OER as requested by Pima Faculty.
- k. Inclusive Access. The Vendor shall provide an Inclusive Access Program at Pima if requested by Pima.
- l. Online Course Materials Ordering. The Vendor's website for the Bookstore shall include but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- m. Students With Disabilities. The Vendor shall provide required course materials services to students with disabilities through collaboration with Pima.
- n. HEOA/Other Laws. The Vendor shall work with Pima to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- o. Desk Copies. Pima prohibits the purchase and sale of complimentary/desk copies by the Bookstore.
- p. 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.

## **Course Materials Adoption Tool**

### **B.5 Course Materials Adoption Tool Requirements**

- a. Course Materials Adoption Tool. The Vendor, at its sole expense, shall provide Pima with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall



include, but not be limited to, (i) providing faculty the ability to submit textbook adoptions online and (ii) the ability for Pima Students to obtain their complete list of textbooks, course materials, and course related supplies.

Database Search. The Adoption Tool must include a robust search capability to locate books and other materials from all sources, and display information (i.e., availability, formats, price, etc.) about course materials to users.

Adoption Reporting Capabilities. The Adoption Tool must include, at a minimum, the following reporting capabilities:

- Historical adoption data and reports
  - Overall adoption numbers and percentages for a semester/session
  - Adoption numbers and percentages per course for a semester/session
  - Adoptions without required course materials
  - Adoption compliance reports (with ability to sort by date, course, department, etc.)
  - Other adoption reports as requested by Pima.
- b. Pima Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the Vendor by Pima's Faculty or Staff, is the property of Pima. The Vendor shall provide course materials adoption data and/or adoption forms to Pima within twenty-four (24) hours of Pima's request for copies of such adoption data and/or adoption forms.
- c. Course Materials List. At the end of each semester/session, the Vendor shall provide Pima with a complete Course Materials List for that semester/session in electronic format. The Course Materials List shall include course, section, instructor, author, title, ISBN, edition, publisher, and retail price.

## **Course Materials Affordability / Pricing Policies**

### **B.6 Course Materials Affordability / Pricing Policies Requirements**

- a. Course Materials Affordability. Pima is extremely committed to making course materials affordable to Pima Students. The Vendor's course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Sections C.6b and c of this RFP.
- b. Pricing Policies-Course Materials. The Vendor shall adhere to the following course materials pricing policy:
- "List-Priced" new textbooks shall be sold at the lesser of the list price or a twenty-five percent (25%) gross profit margin.
  - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
  - "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
  - "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.



- Adopted Course-related supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
  - Digital course materials sold by publishers to the Vendor 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 Vendor via the agency fee pricing model shall be sold at no higher than the retail price established by the publisher.  
(Note: Some digital course materials shall be sold at less than a twenty percent (20%) gross margin. See definition of Pure Digital Course Materials Gross Sales, Section C.15a., of this RFP.)
  - 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.
  - Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the retail price.
- c. Inclusive Access Course Materials. Course content available through an Inclusive Access Program, if authorized by Pima, shall be sold at no higher than a fifteen percent (15%) gross profit margin.
- d. Surcharges. There shall be no add-ons or surcharges to cover items including, but not limited to, freight, handling, publisher re-stocking fees, digital access fees, etc. (i.e., Pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)
- e. Pima Audit Rights. Pima shall have the right to audit the Vendor's records, vendor invoices, and publisher invoices, to verify adherence to the established pricing policies. The Vendor shall provide copies of vendor/publisher invoices to Pima within forty-eight (48) hours of Pima's request.

## **General Merchandise Pricing Policies**

### **B.7 General Merchandise Pricing Policies Requirements**

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

## **General Merchandise**

### **B.8 General Merchandise Requirements**

- a. General Merchandise Selection. The Vendor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, course-related supplies, greeting cards, convenience items, health and beauty aids (HBAs), special order services, graduation-related merchandise, and other services expected from a bookstore.
- b. Emblematic Clothing And Gifts. The Vendor shall promote and brand Pima by offering a broad selection of emblematic clothing and gifts that comply with Pima's current and/or future licensing requirements, design guidelines, and requirements for branded products and usage of the Pima seal, marks, and logo, etc. The Vendor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points, including value-priced merchandise.
- c. General Books/Reference. The Vendor shall provide a selection of general books, bestsellers, reference books, and faculty-authored books.
- d. Course-Related Supplies. The Vendor shall provide sufficient quantities of all course related supplies as requested by Pima Faculty.
- e. New Product Lines. The Vendor shall continually expand and introduce new product lines that appeal to customers (i.e., students, faculty, staff, alumni, visitors, etc.) and generate traffic into the Bookstore and to the Website.
- f. Graduation Merchandise. The Vendor shall offer graduation regalia and merchandise (e.g., regalia, announcements, diploma frames, rings, etc.) in the Pima Bookstore and at other locations as designated by Pima during Graduation.
- g. Licensing Program. The Vendor shall only purchase branded merchandise from vendors who adhere to current and/or future Pima Licensing Program requirements and/or Pima's design guidelines and requirements for branded products.
- h. Vendor Code Of Conduct. The Vendor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the Vendor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

## **Marketing Strategy**

### **B.9 Marketing Strategy Requirements**

- a. Marketing Strategy. The Vendor shall provide a comprehensive marketing and promotional strategy that will assist with advancing the Pima brand among the Pima community.
- b. Website. The Vendor shall manage and operate a unique Bookstore Website. The Website will feature a full range of emblematic merchandise and course materials.



- c. Social Media. The Vendor shall manage and operate a unique social media program for the Bookstore. The Vendor shall develop and implement social media marketing and promotional strategies for the Bookstore. To the extent that the Vendor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with Pima's site, the Vendor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to Pima social media standards and practices.

## **Facility**

### **B.10 Bookstore Location Requirements**

- a. At the commencement of the Contract, the Bookstores will remain in their current locations as described in Attachment B of this RFP.

(Note: See "Facility Plans," Section 12.)

## **Facility Investment**

### **B.11 Facility Investment Requirements**

- a. Ownership Of Facility Investment And Fixtures. All capital improvements and fixtures in the Bookstore facility shall become the property of Pima at the termination, expiration, or non-renewal of the Contract. If the Contract, or extensions thereto, is terminated by Pima without cause, as outlined in Section 10.2b prior to the capital investment being fully depreciated, then Pima will reimburse the Vendor for the undepreciated portion of the capital investment in the Bookstore facility, and all capital improvements and fixtures shall become the property of Pima. If the contract is terminated for cause by Pima as outlined in Section 10.2a, or for bankruptcy as outlined in Section 10.2c, Pima shall not reimburse the Vendor for the undepreciated portion of the capital investment, and all capital improvements and fixtures shall become the property of Pima.
- b. Depreciation. The capital investment by the Vendor in the Bookstore facility shall be depreciated on a straight-line basis from the time the facility investment is made until June 30, 2027. Pima shall not have any payback obligation for any undepreciated portion of the capital investment in the Bookstore facility beyond June 30, 2027.
- c. Pima Approvals. The facility investment for the Bookstore must meet Pima standards; must be approved in advance by Pima; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Vendor in conjunction with Pima. Any third-party contractor used by the Vendor to assist with making facility improvements must be approved in advance by Pima.
- d. Accounting Of Facility Investment. The Vendor shall provide Pima with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to Pima within sixty (60) days of completion of the facility investment, or earlier if requested by Pima.
- e. Investment Difference. If the actual amount spent by the Vendor on the facility improvements is less than the amount offered in the Vendor's Proposal, the Vendor shall pay Pima the



difference between the actual amount spent and the amount offered, payable upon completion of the improvements. If the actual amount spent by the Vendor on the facility improvements is more than the amount offered in the Vendor's Proposal, the Vendor shall be solely responsible for all costs necessary to complete the facility improvements.

- f. Design Fees. All Bookstore design fees and planning fees associated with facility improvements, whether design and planning services are provided directly by the Vendor or by a third-party utilized by the Vendor, shall be incurred solely by the Vendor, and the Vendor shall treat all design and planning fees as the Vendor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- g. Signage/Window Usage. Any proposed exterior signage, banners, window usage, etc., must be approved by Pima and must adhere to Pima requirements.
- h. Timing Of Facility Investment. The timing of the facility investment shall be determined by Pima in coordination with the Vendor.

## **Financial Reporting**

### **B.12 Financial Reporting Requirements**

- a. Monthly Reporting. On a monthly basis, the Vendor shall submit a detailed sales report to Pima, including total sales, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Bookstore. Additional supporting documentation for non-commissionable sales must be provided by the Vendor to Pima within forty-eight (48) hours of Pima's request.
- b. Annual Reporting. On an annual basis, or as requested, the Vendor shall submit a detailed Pima Bookstore financial statement to Pima. At a minimum, the Pima Bookstore financial statement shall include the following:
  - Sales by Category/Department including commissionable and non-commissionable sales (consolidated and by location)
  - Total Sales
  - Cost of Goods Sold
  - Gross Margin
  - Personnel Expenses
  - Direct Operating Expenses (itemized by type of expense)
  - Indirect Expenses (i.e., management fee, Vendor overhead charges)
  - Commission Paid to Pima
  - Profit/Loss
  - Dollar Amount of "Retail Textbook Buyback"
  - Dollar Amount of "Wholesale Textbook Buyback"
  - Course Materials Units Sold By Department
  - Number of Website Orders
  - Website/E-Commerce Sales
  - Other Reports as requested by Pima (e.g., customer counts, unit sales, transaction size, adoption data, etc.)



- c. Course Materials List. At the end of each semester/session, the Vendor shall submit a Course Materials List in electronic format, as described in Section C.5c, of this RFP.
- d. Vendor's Financial Statement. The Vendor shall provide Pima with a copy of its audited company financial statement on an annual basis.
- e. Pima Audit Rights. Pima reserves the right to audit all or any components of the arrangement between Pima and the Vendor.

## **Financial Proposal**

### **B.13 Financial Proposal Requirements**

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

- a. Bookstore Financial Return. The Bookstore Financial Return shall include the following:
  - The commission expressed as a percent of Commissionable Sales (see definition, below)
  - The commission expressed as a percent of Pure Digital Course Materials Commissionable Sales (see definition, below)
  - The Minimum Annual Guarantee

Pima requirements pertaining to the Vendor's financial return are as follows:

- **"Gross Sales"** shall be defined as all sales of the Vendor and revenue received by the Vendor 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 and the total amount paid by students for publisher consignment rental sales. This includes all orders taken or received at the Bookstore, whether such orders are placed at the Bookstore, via the internet (i.e., "on-line sales"), orders received through the Bookstore Website, or elsewhere. Gross Sales shall include any commissions, and rebates received by the Vendor from products such as class rings, clothing, general merchandise, etc., and commissions and rebates received by the Vendor for authorized sales by other companies or organizations on the Bookstore Website.
- **"Commissionable Sales"** shall be defined as Gross Sales less:
  - Voids
  - Customer refunds
  - Handling fees associated with the non-return of rental textbooks
  - Discounts (provided that the discount amount thereof was included in Gross Sales)
  - Sales tax paid by the Vendor to any government agency which was collected from customers
  - Pure Digital Course Materials Gross Sales
  - Computer hardware sales
  - Sales made at no margin by the Vendor at the request of the
- **"Pure Digital Course Materials Gross Sales"** shall be defined as digital-only content that is adopted by Pima Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Gross Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other



bundled packages of Course Materials adopted by Pima College Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Materials with a gross margin exceeding twenty percent (20%) shall be included in the calculation of Commissionable Sales for the full commission rates.

- **"Pure Digital Course Materials Commissionable Sales"** shall be defined as Pure Digital Course Materials Gross Sales less:
  - Voids
  - Customer refunds
  - Discounts (provided that the discount amount thereof was included in Gross Sales)
  - Sales tax paid by the Vendor to any government agency which was collected from customers
- The Vendor shall pay Pima the greater of (i) the Minimum Annual Guarantee or (ii) the sum of the Commission As A Percent Of Commissionable Sales, plus the Commission As A Percent Of Pure Digital Course Materials Commissionable Sales.
- Payments shall be made to Pima based upon the Bookstore's Commissionable Sales on a monthly basis via electronic funds transfer (EFT). Payment of any amount due to achieve the Minimum Annual Guarantee shall be made annually within thirty (30) days following the end of each contract year.
- The Vendor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The Vendor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The Vendor shall make all records available for inspection by authorized Pima representatives.
- b. Signing Bonus. The selected Vendor shall provide a Signing Bonus upon Contract commencement.
- c. Additional Financial Incentives. Vendors have the opportunity to propose additional financial incentives (e.g., Textbook Scholarships, General Scholarships, etc.).

## **Technology Program**

### **B.14 Technology Program Requirements**

- a. Technology Investment. The Vendor shall provide state-of-the-art technology (e.g., computer system, point-of-sale system, inventory management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service. The Vendor shall own and operate, and shall be responsible for all expenses associated with, all technology and systems necessary to operate the Bookstore.

(Note: Pima will not buy out the undepreciated portion of the Vendor's technology investment at the termination, expiration, or non-renewal of the contract.)

- b. Technology Integration. The Vendor's systems shall have the ability to interface, at the Vendor's sole expense, with current and/or future Pima systems. Pima currently utilizes D2L, Ellucian Banner, and TouchNet.





- c. Website. The Vendor shall manage and operate a unique Bookstore Website customized for Pima. The Website shall conform to Pima's design guidelines and link to and from Pima's Website. The Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The Website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Website, including products sold (whether by the Vendor or by a third-party vendor), links to and/or from the Bookstore Website, and advertising accepted, shall require Pima's prior written approval. Third-party vendors on the Website must be pre-approved by Pima Administration.
- d. URL Ownership. The Bookstore Website includes the website, e-commerce platforms, and web-based services the Vendor will create and maintain to support the Pima Bookstore. Pima shall be the sole owner of all right, title, and interest in all existing and future URLs related to the Pima Bookstore Website.
- e. Pima Campus Card. The Vendor shall accept any current and/or future Pima Campus Card as a tender type, which includes, at the Vendor's sole expense, integration with the Pima Campus Card system.
- f. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the current PCI Data Security Standard Version 3.2.1 and/or subsequent updates. The Vendor must provide a statement acknowledging they are in PCI Compliance (PCI DSS Version 3.2.1) and going forward will continue to provide any PCI Certification documentation that may be required annually. Credit card processing must be through a third-party and must be encrypted.  
  
The Vendor shall ensure that its employees do not write credit card information down on paper, or keep files of credit card information and that no credit card information is stored in any system on campus.
- g. Computer Equipment Compliance. The Vendor's computer equipment/software must be certified and approved by Pima's IT Department in order to be put on Pima's network or communication systems.
- h. FERPA Compliance. The Vendor agrees that all processes fall within FERPA guidelines, and must be approved by the FERPA compliance officer at Pima.
- i. Europay, Mastercard, And Visa (EMV) Compliance. The Vendor shall ensure that all transaction terminals in the Bookstore are compliant with current EMV standards (Version 4.3) for authorizing credit and debit card transactions.
- j. Customer Data. The Vendor shall notify Pima promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Vendor shall, within twenty-four (24) hours of discovery, report to Pima any use or disclosure of customer data not authorized in writing by the customer. The Vendor's report to Pima 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 Vendor



has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Vendor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by Pima. The above provisions shall be extended by contract to all subcontractors used by the Vendor who are provided access to customer data by the Vendor.

All customer data must be kept confidential and shall not be shared or sold by the Vendor.

- k. Accessibility Guidelines. The Vendor warrants that the products or services to be provided under this Contract comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the “Web Content Accessibility Guidelines (WCAG) 2.0 or 2.1 whichever is applicable as of the date of the contract, Level AA Conformance” published by the World Wide Web Consortium, [www.w3.org](http://www.w3.org), at <http://www.w3.org/TR/WCAG20/>.

The Vendor agrees to promptly respond to and resolve any complaint arising during the term of the warranty period regarding accessibility of its products or services which is brought to its attention. The Vendor shall provide confirmation to Pima within ninety (90) days of receiving any such complaint that the complaint has been fully resolved, and shall recertify compliance upon Pima’s request.

- l. Verification. The Vendor shall provide credible, independent third-party verification demonstrating product compliance with Section 508 of the Rehabilitation Act of 1973 and WCAG 2.0, Level AA upon initial deployment, prior to production use by, or publication to, faculty, staff, and/or students, the Pima community, or members of the public. Appropriate documentation detailing the testing, including evaluation results, will be provided at the time of initial deployment and thereafter at Pima’s request. The third-party providing such verification must be acceptable to Pima in its reasonable discretion.

## **Tender Types / Discounts**

### **B.15 Tender Types / Discounts Requirements**

- a. Tender Types. At a minimum, the Vendor shall accept cash, personal checks, major credit cards, Bookstore/ID Debit Card, Bookstore gift cards, bank debit cards, department charges, student financial aid charges, Early Book Purchase Program charges, scholarship charges/vouchers, and third-party agency charges/vouchers. The Vendor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. Pima Campus Card Program. The Vendor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept any future Pima Campus Card/ID Debit Card and/or other smartcards utilized by Pima, currently and in the future, at the Bookstore. The College reserves the right to include a transaction fee for Campus Card transactions.
- c. Department Charges. Departments shall be allowed to charge department purchases at the Bookstore. Department purchases shall receive a minimum of a twenty percent (20%) discount on Bookstore purchases, excluding textbooks, special orders, sale books, class and alumni



rings, computer software and hardware, periodicals, health and beauty aids, snack food, and beverages.

- d. Faculty/Staff Discounts. All full-time Pima Faculty and Staff shall receive a ten percent (10%) discount on Bookstore purchases, excluding textbooks, special orders, sale books, class and alumni rings, computer software and hardware, periodicals, health and beauty aids, snack food, and beverages.
- e. Gift Cards. The Vendor shall accept unredeemed gift cards (i.e., gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).

**Miscellaneous**

**B.16 Pima Obligations Requirements**

- a. Pima Obligations. Pima shall provide the Vendor with the following:
  - Bookstore Space. Bookstore facilities as described in Attachment F of this RFP
  - Services. Access to campus web services, campus telephone services, and voice answering system at the standard Pima rate
  - Security. Campus Safety service for the Bookstore provided by Pima in the same manner provided for other Pima buildings
  - Utilities. Utilities, electricity, and HVAC

**B.17 Vendor Obligations Requirements**

- a. Vendor Obligations. The Vendor shall provide the following as part of its management and operation of the Bookstore:
  - Vehicles. The Vendor shall provide vehicle(s) necessary (if any) for the operation of the Bookstore.
  - Cleaning and Maintenance. The Vendor shall properly maintain (to the satisfaction of Pima) the interior of the Bookstore, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
  - Minor Repairs. The Vendor shall be responsible for minor repairs to the interior of the Bookstore.
  - Emergency Key. The Vendor shall supply an emergency key to be left with the Pima Police Department.
  - Internal Security. The Vendor shall collaborate with the Pima Police Department and the Pima Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The Vendor's first point of contact with regard to security and safety issues for the Bookstore shall be the Pima Police Department.

<p align="center"><b>ATTACHMENT B2</b> <b>SCOPE OF WORK: CONVENIENCE STORE/FOOD OPTIONS AND VENDING PROGRAM</b> <b>REQUIREMENTS</b></p>
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**B2.1 Scope of Work**

- a. Services. The Vendor shall provide Convenience Store/Food Options service on all Pima campuses consistent with the minimum requirements outlined below. (Note: The retail food service program does not include food preparation, hot foods, etc.). The Vendor shall provide Vending on all Pima campuses and at the Pima CC District office complex consistent with the minimum requirements below.

**B2.2 Right to Subcontract Foodservice and Vending**

- a. Subcontracting. The Vendor shall have the discretion of subcontracting any or all of the foodservice and vending aspects of this contract to a third-party provider, subject to review and written approval by the District. Approval or refusal of a subcontractor shall be at the District's sole discretion. Any approved subcontractor shall be subject to all provisions and conditions of this contract for services provided to the District.

**B2.3 Limited Foodservice Exclusivity**

- a. Exclusivity. The Vendor will have the exclusive rights to sell retail food on the campus within the physical footprint of the Bookstore as defined in Section 1 of this RFP, except as noted below. The Vendor shall also have the exclusive right to provide vending on all District campuses and in the District office complex.

**B2.4 Exceptions to Exclusivity**

- a. Exceptions. The exclusivity granted by the contract shall not include the following:
- Freshly prepared food offered outside the Bookstore by District-approved third parties.
  - Food and sundries provided by the Pima Community College Culinary Program.
  - Food and sundries provided by the Pima Community College Pantry.
  - Food and sundries served or sold by Pima Community College student organizations as part of cultural and/or fundraising events.

**B2.5 Minimum Foodservice and Vending Requirements**

- a. Requirements. Minimum requirements for Convenience Store/Food Options and Vending are outlined below and summarized in Table FS-1 on the next page.

**Minimum Standard Convenience Store/Food Options Program**, unless otherwise noted in Table FS-1:

- Fresh brewed coffee and hot beverage program to include tea.
- Frozen food meal replacements including Halal, allergen free, and plant based meal options.
- Grab-n-go case with locally prepared sandwiches, soups, salads, high nutrition meal replacements. Breakfast foods are encouraged but not required.



- Fountain beverages as soon as Health department clears ongoing use.
- Retail pricing that is comparable to local pricing with a permissible mark-up due to the extra expenses of providing retail in a campus environment.

**Minimum Standard Vending Program**, unless otherwise noted in Table FS-1:

- Cold beverage program that includes energy drinks, sodas, non-carbonated and non-caffeinated beverages.
- Hot beverages including coffee.
- Range of prepackaged snacks to include chips, candy, energy bars and high nutrition snacks such as nuts, seeds and trail mix.
- Frozen vending for ice cream bars and meal replacements.
- Vendors are encouraged to present innovative vending options that increase the availability and variety of meal replacement items on campus.
- Retail vending pricing that is comparable to local retail vending pricing with a permissible mark-up due to the extra expenses of providing retail vending in a campus environment.

**Table FS-1: Summary of Foodservice and Vending Minimum Requirements**

<u>Campus</u>	<u>Convenience Store/Food Options</u>	<u>Vending</u>
Desert Vista	<ul style="list-style-type: none"> <li>• Minimal food to complement services provided by Pima’s Culinary Program</li> <li>• Packaged goods and snacks only</li> <li>• Focus on health and self-care</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Vending Program</li> </ul>
Downtown	<ul style="list-style-type: none"> <li>• Standard Convenience Store Program</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Vending Program</li> </ul>
East Campus	<ul style="list-style-type: none"> <li>• Standard Convenience Store Program</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Vending Program</li> </ul>
West	<ul style="list-style-type: none"> <li>• Standard Convenience Store Program</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Vending Program</li> </ul>
Northwest	<ul style="list-style-type: none"> <li>• No Convenience Store required. Convenience Store kiosk, if feasible</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Vending Program</li> <li>• Schools Supplies</li> </ul>
District Office Complex/Maintenance & Security	<ul style="list-style-type: none"> <li>• No Convenience Store required</li> </ul>	<ul style="list-style-type: none"> <li>• Beverages and snacks only</li> </ul>

**B2.6 Vending Operational Requirements**

- a. Product Selection/Restocking. Vending machines shall be checked and fully restocked for each vending location as often as required to ensure that products do not run out. The Vendor will review the service schedule with the Contract Administrator and make modifications to



product selections and/or restocking schedules as required, based on evidence of changes in demand.

- b. Vending Equipment Maintenance. The Vendor shall be responsible for maintenance of all vending equipment. The Vendor guarantees an initial response time of not more than twelve (12) hours after receipt of a maintenance request from Pima. Necessary repairs shall be undertaken within twenty-four (24) hours of the maintenance request. If the equipment in question is required to be taken out of service for more than seventy-two (72) hours during the Academic Calendar year, the Vendor will install comparable, temporary replacement equipment, at the Vendor's sole cost and expense, until such time as equipment is repaired or permanently replaced.

**B2.7 Financial and Reporting Requirements**

- a. EBT Cards. The Convenience Stores shall provide the capability to purchase food using EBT cards. If possible, the capability to use EBT Debit Cards shall be extended to the Vending Program.
- b. Vending Machine Refunds. The Vendor shall establish a procedure in conjunction with the Contract Administrator to ensure that customers receive refunds within twenty-four (24) hours of unobtained vended merchandise due to equipment malfunctions and/or substandard or damaged products.
- c. Revenue Reporting. Convenience Store and Vending revenues will be reported as separate line items on the monthly sales reports delivered to the District by the Vendor, and on the annual financial statements (per Section 8, B.12 a and b of this RFP.)

**B2.8 District Support of Bookstore Food Service and Campus Vending**

- a. Utilities. The District shall be responsible to provide such utilities as are needed to support the minimum Convenience Store and Vending Programs detailed above. The District may, at its sole discretion, determine that provision of such utilities is infeasible. In such cases, the Vendor may be required to provide alternatives either in service or location within any given campus to best meet the previously detailed minimum requirements.

**ATTACHMENT C to AGREEMENT FOR SERVICES**

**INSURANCE REQUIREMENTS**

**1. GENERAL INSURANCE REQUIREMENTS:**

**A. Certificates of Insurance:** Vendor shall, upon request, submit to Pima’s Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by Pima.

**B. Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to Pima, and are subject to approval by Pima. Vendor shall be solely responsible for any such deductible and/or self-insured retention.

**C. Scope of Insurance Coverage:** All policies, except for Workers’ Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Vendor’s insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Vendor shall not be limited to the liability assumed under the indemnification provisions of the agreement with Pima.

**D. Additional Insureds:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.

**E. Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days’ prior written notice has been provided by Vendor to Pima’s Purchasing Representative.

**F. Vendor’s Personnel, Agents, and Subcontractors:** Vendor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Vendor and agreed to by Pima, proportionate to the type of work to be performed and exposure to risk. Vendor shall not permit all persons or entities retained by, through, or under Vendor, from entering upon Pima’s premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

**G. Failure to Maintain Insurance:** In the event Vendor and/or any person or entity retained by, through, or under Vendor fail to maintain required insurance coverage, Pima may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Vendor.

**2. INSURANCE COVERAGE REQUIRED:**

**A. Workers’ Compensation Insurance -** Vendor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer’s Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

**B. Commercial (Business) Automobile Liability Insurance –** Vendor shall procure and maintain Commercial Automobile Liability Insurance with respect to Vendor’s owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for “any auto.”

Combined Single Limit	\$1,000,000 (CA 0001)
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**C. Commercial General Liability Insurance** – Vendor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Vendors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$ 50,000
Fire Legal Liability	\$100,000,000

**And, if applicable (in addition to the required coverages listed above), Vendor shall procure and maintain the following policies:**

- D. Professional Errors and Omissions** (including Environmental Impairment Liability) \$1,000,000 per occurrence
- E. Hangar Keepers’ Liability** \$50,000,000 per occurrence
- F. Garage Keepers’ Liability** \$50,000,000 per occurrence
- G. Aviation Liability** (including Aircraft Products and Completed Operations), War, Hijacking and Other Perils (AVN 52D) \$50,000,000 per occurrence
- H. All Risk Property/Builder’s Risk Coverage** (including Vendor’s Equipment, Business Interruption, and Terrorism Coverage) Replacement cost value at 100%



**ATTACHMENT D.1 to AGREEMENT FOR SERVICES**

**SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL CONTRACT**

Pima has entered into an agreement with either the U.S. Government, or another entity which has itself entered into an agreement with the U.S. Government ("Federal Contract"). That Federal Contract requires that certain federal contract provisions be made a part of any subsequent contract awarded by Pima related to furthering the performance or deliverables required under that Federal Contract. Accordingly, the following additional Federal Acquisition Regulations ("FAR") terms apply to any Vendor providing services to Pima under this Agreement. Any references below to "Subcontracts" refer to this Agreement.

**1. These clauses apply regardless of amount of the Agreement:**

52.222-26, Equal Opportunity (Apr 2015)  
52.222-21, Prohibition of Segregated Facilities (Apr 2015)  
52.222-4, Contract Work Hours and Safety Standards -Overtime Compensation (May 2014) (for subcontracts that involve the employment of laborers and mechanics)  
52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)  
52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (for subcontracts funded under the Recovery Act only)  
52.227-9, Refund of Royalties (Apr 1984) (for subcontracts in which the amount of royalties reported during negotiation of the subcontract exceeds \$250).

**2. These clauses apply to Agreements in amount of \$3,500 or more:**

52.222-54 Employment Eligibility Verification (Oct 2015)

**3. These clauses apply to Agreements in amount of \$10,000 or more:**

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

**4. These clauses apply to Agreements in amount of \$15,000 or more:**

52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)

**5. These clauses apply to Agreements in amount of \$35,000 or more:**

52,209-6, Protecting the Government's Interest When Subcontracting with Vendors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

**6. These clauses apply to Agreements in amount of \$150,000 or more:**

52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct.2010)  
52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a))  
52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)  
52.222-17, Nondisplacement of Qualified Workers (May 2014)  
52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement

**ATTACHMENT D.2 to AGREEMENT FOR SERVICES**

**SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL GRANT**

Pima is either a recipient of a federal grant pursuant to an agreement with the U.S. Government, or has entered in an agreement with another entity that has itself entered into a grant agreement with the U.S. Government (“Grant”). That Grant requires that certain federal provisions be made a part of any subsequent contracts awarded by Pima related to furthering the performance or deliverables required under that Grant. Accordingly, the following terms provided in the Federal Regulation (2 CFR, Part 200, which superseded and replaced the OMB Circulars, effective July 1, 2015) apply to any Vendor providing services to Pima under this Agreement.

**1. Applies to all Agreements regardless of amount and services provided:**

**1.1. Record Keeping** – Vendor shall maintain all records related to the services performed under this Agreement for three (3) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.

**2. Applies to Agreements for amounts in excess of \$2,000 AND involving building repairs:**

**2.1. Copeland “Anti-Kickback” Act (40 U.S.C. 3145; 29 CFR, Part 3)** – Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled Pima is required to report all suspected or reported violations to the Federal awarding agency.

**3. Applies to Agreements for amounts of \$25,000 or more:**

**3.1. Federal Debarment and Suspension (OMB at 2 C.F.R. 180)** – Vendor’s Certification (see Form attached to Pima RFP) is a mandatory condition to an award of this Agreement.

**4. Applies to Agreements for amounts of \$100,000 or more:**

**4.1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Vendor’s Certification (see Form attached to Pima RFP) is a mandatory condition to an award of this Agreement.

**4.2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** – Where employment of mechanics and laborers involved, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours; For hours in excess of 40, the worker shall be compensated at a rate of not less than one and a half times the basic rate of pay.

**5. Applies to Agreements for amounts of \$150,000 or more:**

**5.1. Clean Air Act (42 U.S.C. 7401-7671q)** and

**5.2. Federal Water Pollution Control Act (33 U.S.C. 1251-1387)** – Pima will report the Vendor’s violations with these requirements to the Federal awarding agency.

## **Section 9**

### **Inventory Purchase and Equipment Use**

#### **9.1 Inventory Purchase**

The selected Vendor shall purchase the Bookstore's current inventory at the current Vendor's cost. The selected Vendor shall purchase the Bookstore's inventory as follows:

- New textbooks that have been adopted for an upcoming semester or session shall be purchased up to the quantity of anticipated enrollment at the actual cost to the current Vendor (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester or session shall be purchased 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 January 2022).
- All general books (e.g., trade books, reference books, technical books, etc.) in clean and saleable condition and less than twelve (12) months old, shall be purchased at invoice cost.
- All general merchandise purchased by the Bookstore in the twelve-month period prior to the contract start date shall be purchased at invoice cost. General merchandise includes, but is not limited to, art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBAs), graduation merchandise, etc.

#### **9.2 Inventory Payment**

The selected Vendor shall pay the current vendor for the Bookstore's inventory within thirty (30) days from the commencement of the Contract.

#### **9.3 Inventory Purchase At End Of Contract**

At the termination, expiration or non-renewal of the Contract, Pima or a subsequent vendor shall purchase the Bookstore inventory from the Vendor in the same manner as outlined in Section 9.1 of this RFP.

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

#### **9.4 Furniture, Fixtures, And Equipment**

The Vendor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that are owned by Pima at the commencement of the Contract. Any Pima-owned furniture, fixtures, and equipment in the Bookstore which the Vendor decides to no longer use in the operation of the Bookstore shall be turned over to Pima.

The Vendor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the expiration, termination, or non-renewal of the Contract, the Vendor shall return any Pima-owned furniture, fixtures, and equipment used, to Pima 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 Pima, Pima 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 Pima furniture, fixtures, and equipment offered for the Vendor's use is supplied in "as is" condition and the Vendor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the Contract between the Vendor and Pima.

## **Section 10**

### **Contract Terms and Conditions**

#### 10.1 **Term**

- a. Contract Terms. This Agreement will be awarded for a Term of five (5) years from the date of award ("Term"). The Term may be extended for additional one (1) year renewal terms (each a "Renewal Term"), not to exceed five (5) renewal terms. Renewal shall be at the sole discretion of Pima.

#### 10.2 **Termination**

The Contract shall contain the following clauses with respect to termination:

- a. Termination With Cause. The Vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of the Bookstore. If the Vendor shall fail to fulfill or perform any material obligation of the Vendor under the Contract (to be established upon the selection of a vendor) and such failure shall continue for thirty (30) days following written notice (the "Default Notice") from Pima to the Vendor informing the Vendor of its failure to fulfill or perform said material obligation, Pima may terminate the Contract by providing the Vendor with written notice (the "Termination Notice").
- b. Termination Without Cause. Pima may terminate the Contract without cause at any time by providing the Vendor with one hundred-fifty (150) days written notice.
- c. Termination For Bankruptcy/Insolvency. Pima may terminate the Contract immediately upon written notice to the Vendor if the Vendor 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 Vendor, a receiver is appointed, or if any substantial part of the Vendor'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.

#### 10.3 **Contract Administrator**

- a. Contract Administrator. Pima's Assistant Vice Chancellor for Finance, or designee, will be the Contract Administrator, for any Contract that results from this RFP.

#### 10.4 **Contract Award**

- a. If Pima accepts a Proposal, a Contract will be prepared by Pima, and signed by Pima and the Vendor.



**Section 11**  
**Mandatory Certification Forms**

Fillable (pdf) Certification Forms can be found [here](#).

## Section 12 Background Information

### DISTRICT INFORMATION

1. **Pima Information**

Pima Community College is a comprehensive two-year institution serving students and employers throughout Pima County in Arizona and beyond. Pima welcomes everyone striving to achieve a better life for themselves, their families and their communities.

Students have access to a broad range of high quality programs that prepare them with the skills needed by today's employers and to transfer successfully into four-year programs. Students benefit from Pima's lower tuition costs and thrive at the highest levels once they transfer.

Pima is in rapid transition to a high-tech institution serving the needs of the region's growing aerospace, defense and healthcare industries. Developing Centers for Excellence in key areas such as Applied Technology, Information Technology and Health Professions, Pima is focused on strengthening partnerships and expanding employer engagement in order to ensure that today's students are prepared now and for many years to come.

2. **Enrollment Information / Academic Calendar**

For enrollment and academic calendar information please visit:

<https://www.pima.edu/about-pima/reports-data/student-reports/index.html>

<https://www.pima.edu/calendars/key-dates-and-deadlines/fall-2021.html>

3. **District / Campus Employee Information**

Total number of employees by District/Campus is as follows:

<b>LOCATION</b>	<b>Administration</b>	<b>Faculty</b>	<b>Staff</b>	<b>PT Staff</b>	<b>Total</b>
Desert Vista	1	29	84		114
Downtown	9	70	164	2	245
East Campus	2	32	61		95
Northwest	6	44	72		122
West	6	92	146	2	246
District Office	19	2	368	1	390
Maintenance/Security			17		17
<b>TOTAL</b>					<b>1,229</b>

**BOOKSTORE INFORMATION**

1. **Current Bookstore Operation**

The Bookstore currently consists of the following operations/programs:

- Desert Vista Campus Bookstore
- Downtown Campus Bookstore
- East Campus Bookstore
- Northwest Campus Bookstore (currently closed with no plans to reopen)
- West Campus Bookstore
- Bookstore Website
- Convenience Store/Food Option Services
- Vending Program Services

The Bookstore generated approximately \$3,574,763 in total sales in Fiscal '20 (Pre-Covid).

2. **Facility**

The approximate square footage breakdown for each Bookstore is as follows:

<b>CAMPUS</b>	<b>TOTAL SQUARE FOOTAGE</b>
Desert Vista	1,068
Downtown	4,665
East Campus	5,642
West Campus	3,074
Northwest Campus	1,385

See "Facility Plans," Section 12.

3. **Bookstore Products And Services**

The Bookstore offers a variety of products and services, including the following:

- Course materials (i.e., online course materials ordering, new and used textbooks, coursepacks, rental textbooks, digital textbooks, Inclusive Access, etc.)
- Emblematic clothing and gifts
- General merchandise products (i.e., school supplies, general supplies, course related supplies, general books, computer/technology products, convenience products, vending services, etc.)

4. **Bookstore Sales**

Total Bookstore Sales figures (consolidated) for the past five (5) fiscal years are as follows:

	<b>FY '17</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>
<b>TOTAL (\$)</b>	\$7,475,511	\$6,028,836	\$4,633,654	\$3,574,763	\$1,891,173

FY '20 and FY '21 Sales were negatively impacted due to COVID-19.



Bookstore Sales figures (consolidated) for major departments/categories for the past five (5) fiscal years are as follows:

<b>DEPARTMENTS</b>	<b>FY '17</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>
New Textbooks	2,888,528	2,486,841	2,077,383	1,940,321	841,919
Used Textbooks	475,823	334,178	317,765	196,316	72,812
Textbook Rentals	659,955	487,262	334,311	183,723	87,885
Digital Textbooks	1,613,812	1,091,131	484,912	150,946	514,586
Gen. Books/Non-Emb.	46,612	45,598	44,371	33,049	8,459
Supplies	222,004	215,838	184,294	146,453	22,222
Apparel	43,950	33,225	30,546	27,333	10,944
Gifts	11,641	5,546	5,560	4,421	1,000
Convenience/Grad.	1,407,417	1,253,813	1,029,908	723,785	2,455
Technology	104,761	75,096	124,280	130,557	122,070
Ring Commission	1,008	308	324	37,859	6,821

### Desert Vista Campus Bookstore

Bookstore Sales figures for the past five (5) fiscal years are as follows:

	<b>FY '17</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>
<b>TOTAL (\$)</b>	\$869,728	\$773,385	\$579,795	\$397,652	\$73,442

Bookstore Sales figures for major departments/categories for the past five (5) fiscal years are as follows:

<b>DEPARTMENTS</b>	<b>FY '17</b>	<b>FY '18</b>	<b>FY '19</b>	<b>FY '20</b>	<b>FY '21</b>
New Textbooks	332,408	335,900	274,493	235,210	47,527
Used Textbooks	47,062	42,247	41,983	19,395	6,864
Textbook Rentals	65,555	52,087	35,835	16,039	6,910
Digital Textbooks	167,488	108,558	36,164	10,252	11,928
Gen. Books/Non-Emb.	6,785	7,585	7,035	5,371	49
Supplies	25,842	32,776	36,085	26,816	44
Apparel	5,726	4,299	1,895	3,707	-
Gifts	1,228	550	427	266	-
Convenience/Grad.	210,323	183,603	137,901	76,868	-
Technology	7,281	5,725	7,906	3,694	120
Ring Commission	30	55	71	34	-

**Downtown Campus Bookstore**

Bookstore Sales figures for the past five (5) fiscal years are as follows:

	FY '17	FY '18	FY '19	FY '20	FY '21
<b>TOTAL (\$)</b>	\$1,578,439	\$1,141,013	\$841,085	\$581,166	\$166,279

Bookstore Sales figures for major departments/categories for the past five (5) fiscal years are as follows:

DEPARTMENTS	FY '17	FY '18	FY '19	FY '20	FY '21
New Textbooks	667,209	491,358	428,030	380,825	110,610
Used Textbooks	85,468	66,167	67,083	39,032	12,439
Textbook Rentals	115,772	94,557	70,654	30,604	11,000
Digital Textbooks	402,852	254,557	90,461	31,005	32,176
Gen. Books/Non-Emb.	12,573	9,482	7,371	4,106	-
Supplies	29,338	26,249	22,186	12,618	-
Apparel	8,469	5,762	4,565	1,857	-
Gifts	1,165	1,035	1,359	619	-
Convenience/Grad.	238,793	179,901	131,783	71,334	-
Technology	16,800	11,880	17,515	9,139	54
Ring Commission	-	65	78	27	-

**East Campus Bookstore**

Bookstore Sales figures for the past five (5) fiscal years are as follows:

	FY '17	FY '18	FY '19	FY '20	FY '21
<b>TOTAL (\$)</b>	\$1,346,391	\$967,806	\$684,827	\$526,818	\$98,441

Bookstore Sales figures for major departments/categories for the past five (5) fiscal years are as follows:

DEPARTMENTS	FY '17	FY '18	FY '19	FY '20	FY '21
New Textbooks	433,960	360,981	285,158	296,436	61,571
Used Textbooks	103,992	62,969	54,714	34,163	5,478
Textbook Rentals	135,821	83,241	50,616	24,855	7,305
Digital Textbooks	379,159	227,675	100,772	19,146	23,745
Gen. Books/Non-Emb.	9,981	10,533	12,264	5,096	70
Supplies	59,055	48,362	23,501	18,152	207
Apparel	7,283	4,839	4,271	4,422	-
Gifts	1,013	728	826	784	-
Convenience/Grad.	204,915	160,608	134,734	115,025	-
Technology	11,212	7,820	17,933	8,656	40
Ring Commission	-	50	38	83	25

**Northwest Campus Bookstore**

Bookstore Sales figures for the past five (5) fiscal years are as follows:

	FY '17	FY '18	FY '19	FY '20	FY '21
<b>TOTAL (\$)</b>	\$1,028,809	\$752,596	\$564,459	\$362,227	\$81,794

Bookstore Sales figures for major departments/categories for the past five (5) fiscal years are as follows:

DEPARTMENTS	FY '17	FY '18	FY '19	FY '20	FY '21
New Textbooks	411,985	297,359	226,529	186,808	42,008
Used Textbooks	76,758	40,531	39,683	19,553	4,684
Textbook Rentals	138,808	76,201	57,644	27,636	9,338
Digital Textbooks	184,960	156,147	84,768	16,212	21,052
Gen. Books/Non-Emb.	2,381	2,239	2,360	1,261	76
Supplies	21,758	29,219	26,932	20,567	252
Apparel	5,931	3,782	4,086	2,347	-
Gifts	5,690	697	623	517	-
Convenience/Grad.	170,404	139,551	113,527	81,543	-
Technology	10,134	6,821	8,262	5,750	120
Ring Commission	10,134	49	45	33	4,264

**West Campus Bookstore**

Bookstore Sales figures for the past five (5) fiscal years are as follows:

	FY '17	FY '18	FY '19	FY '20	FY '21
<b>TOTAL (\$)</b>	\$2,651,168	\$2,394,036	\$1,963,492	\$1,706,897	\$1,271,219

Bookstore Sales figures (consolidated) for major departments/categories for the past five (5) fiscal years are as follows:

DEPARTMENTS	FY '17	FY '18	FY '19	FY '20	FY '21
New Textbooks	1,042,966	1,001,242	863,174	841,042	580,204
Used Textbooks	162,543	122,263	114,303	84,172	43,347
Textbook Rentals	203,999	181,177	119,563	84,588	53,332
Digital Textbooks	479,353	344,194	172,747	74,330	425,685
Gen. Books/Non-Emb.	14,894	15,759	15,342	17,215	8,264
Supplies	86,012	79,233	75,589	68,300	21,719
Apparel	16,540	14,543	15,730	15,000	10,944
Gifts	2,546	2,536	2,325	2,235	1,000
Convenience/Grad.	582,981	590,150	511,963	379,015	2,455
Technology	59,334	42,850	72,664	103,318	121,737
Ring Commission	-	89	92	37,682	2,532

5. **Inclusive Access Sales**

Inclusive Access Sales figures (consolidated) for the past five (5) fiscal years are as follows:

	FY '18	FY '19	FY '20	FY '21
<b>TOTAL (\$)</b>	\$8,863	\$76,898	\$56,795	\$446,549

Fall 2021 Inclusive Access included approximately seventy-nine (79) courses.

(Note: Inclusive Access Sales are included in total Bookstore Sales (consolidated).)

6. **Early Book Purchase Program Sales (Financial Aid)**

Early Book Purchase Program (Financial Aid charges) for the past three (3) years are as follows:

	FY '19	FY '20	FY '21
<b>TOTAL (\$)</b>	<b>\$661,198</b>	<b>\$617,982</b>	<b>\$358,620</b>

The Early Book Purchase Program is available to Pima Students via Financial Aid. The program is described below:

Before the semester begins students can get their books up to ten (10) days in advance and begin preparing for class through Pima's Early Book Purchase Program ("EBPP"). Through the EBPP Program, students do not have to wait for financial aid to disburse aid to purchase their books. Pima has an easy option to allow financial aid recipients to purchase books (book rentals will still require a debit or credit card) prior to the disbursement of financial aid funds. This process makes it convenient for students to obtain the books needed for class. The Early Book Purchase Program is available to use at any Bookstore ten (10) days prior to the start of the student's first scheduled class. For example: If you don't have a class starting on August 22, you are not eligible to participate in the EBPP on August 12. If your first class starts on October 17, the earliest you could participate is October 7. After your course registration, Pima Financial Aid will confirm your financial aid eligibility for the EBPP. If you are awarded, meet all financial aid eligibility requirements, and will have excess funds after your tuition is paid, you will see a new financial aid requirement in MyPima called Early Book Purchase Program with instructions on how to opt-into the EBPP program. The option to opt-in is valid for one academic year at a time. Participation in EBPP must be renewed once every academic year. Eligibility for EBPP is reviewed at the beginning of every semester within the academic year.

7. **Vending Program Sales**

Vending Program Sales figures (consolidated) for the past five (5) fiscal years are as follows:

	FY '19	FY '20
<b>TOTAL (\$)</b>	\$157,914	\$132,132

(Note: Vending Machine Sales are not included in total Bookstore Sales (consolidated).)

**8. Vending Program**

Vending Program details are as follows:

CAMPUS	BUILDING/LOCATION	VENDING MACHINE TYPE: Beverages and Snacks	PRODUCT MIX: Sodas and Energy Drinks, Chips, Candy and Snack Foods
<b>Desert Vista</b>	Café (temp. in hall near Bookstore)	✓	✓
	Café (temp. in hall near Bookstore)	✓	✓
	Outside in Courtyard	✓	✓
	North Hallway	✓	✓
<b>Downtown</b>	Café	✓	✓
	Café	✓	✓
	Outside Building A	✓	✓
	Roosevelt Breezeway Hallway	✓	✓
	Outside Behind Café	✓	✓
	Science & Technology Hallway Building I/S	✓	✓
<b>East</b>	Building E5-Inside	✓	✓
	Building E5-Inside	✓	✓
	Building E3-Outside	✓	✓
	Café	✓	✓
	Café	✓	✓
	Cafe	✓	✓
<b>Northwest</b>	Building D- First Floor	✓	✓
	Café	✓	✓
	Building G- Second Floor	✓	✓
<b>West</b>	Fitness Center	✓	✓
	Café West End	✓	✓
	Café West End	✓	✓
	Café East End	✓	✓
	Outside Music Hall Theater	✓	✓
	Building H- Ground Level	✓	✓
	Building H- Ground Level	✓	✓
	Building F-Outside 109	✓	✓
<b>Miscellaneous</b>	Admin./District Office Break Room	✓	✓
	Maintenance & Security Break Room	✓	✓
	Aviation Break Room	✓	✓
	Adult Education Building Hallway	✓	✓
	EMT Building Hallway	✓	✓

9. **Department Discounts**

The Bookstore currently offers Pima Departments a twenty percent (20%) discount on purchases of supplies over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

10. **Faculty / Staff Discounts**

The Bookstore currently offers full-time Pima Faculty and Staff, and Veterans a ten percent (10%) discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

11. **Tender Types / Campus Card**

The Bookstore accepts cash, major credit cards, bank debit cards, financial aid charges, Early Book Purchase Program charges, third-party charges, department charges, PayPal, Apple Pay, and gift cards.

12. **Graduation Merchandise**

The Bookstore sells and rents graduation regalia to Pima Community College Students, Faculty, and Staff. In addition, the Bookstore offers a variety of graduation products for purchase (e.g., diploma frames, graduation announcements, etc.).



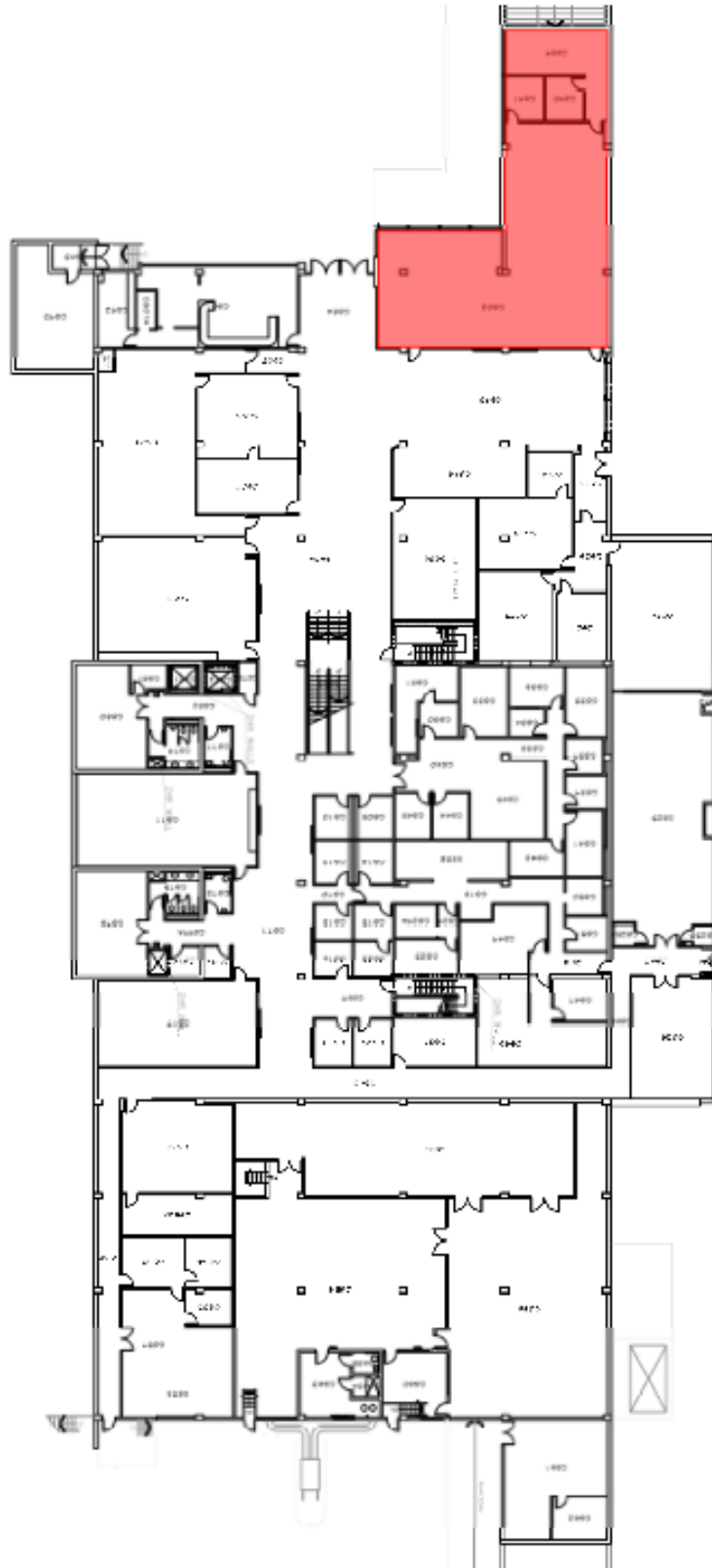
**PimaCommunityCollege**

Contracts&Purchasing

**Proposal No. P22/0049L**

01/12/2022

## **Facility Plans**



WEST CAMPUS

SCALE 1" = 40'



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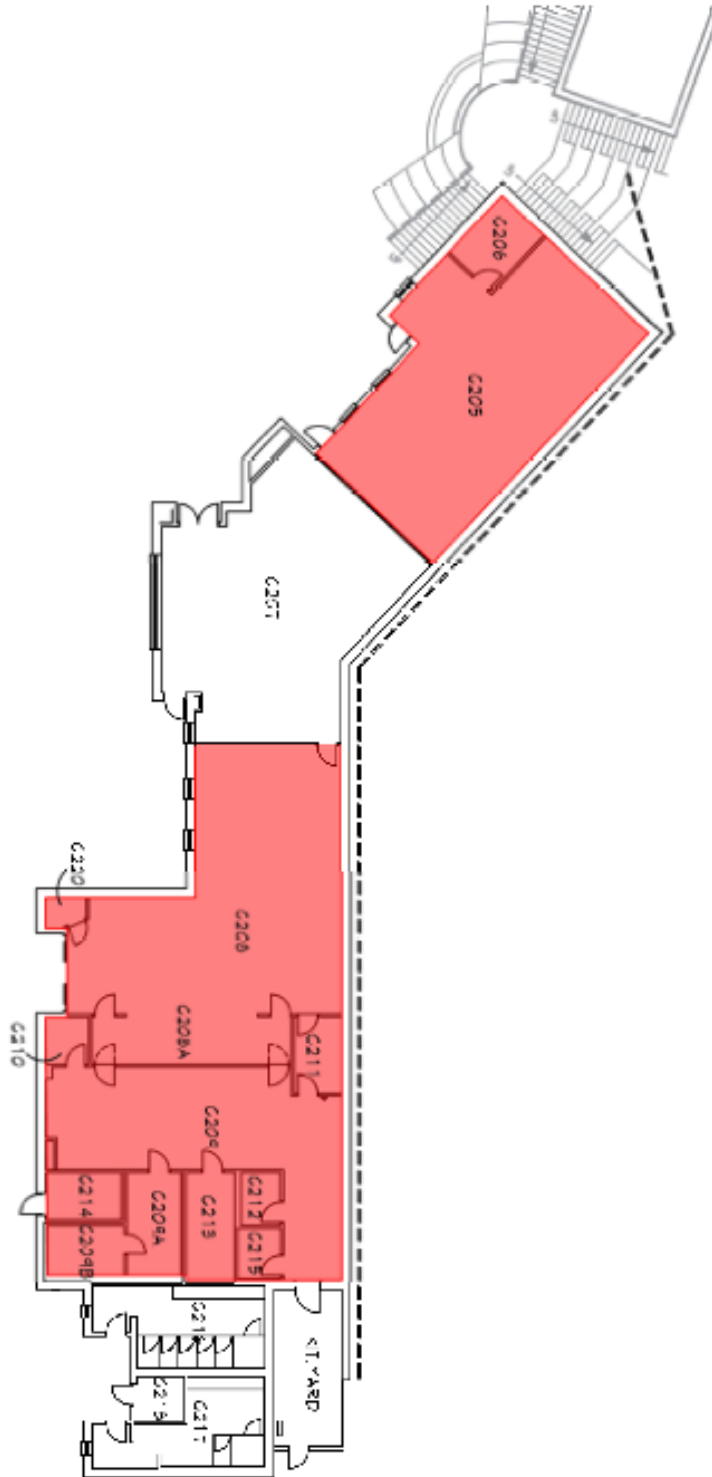
SANTA CATALINA BUILDING

GROUND FLOOR











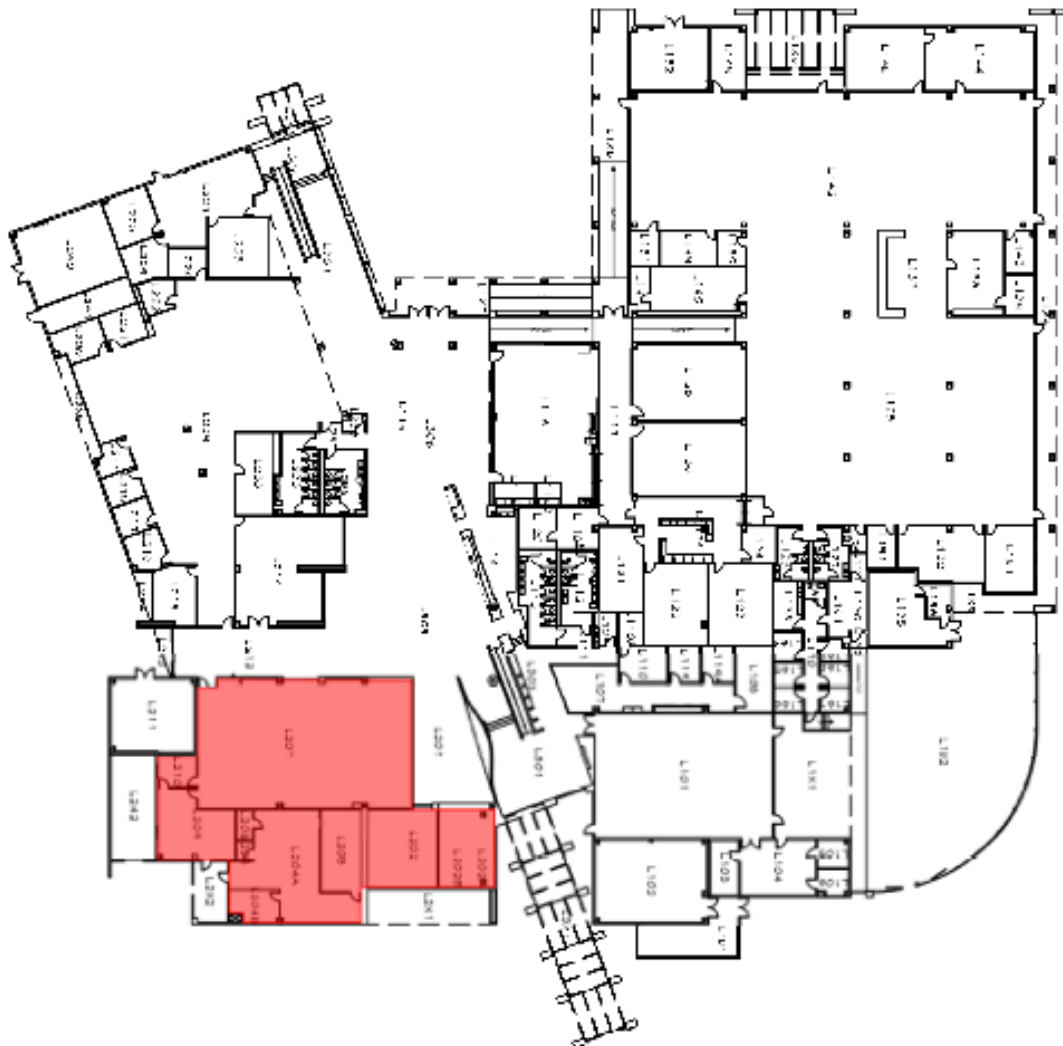
EAST CAMPUS

SCALE 1" = 50'



LSC LIBRARY STUDENT CENTER

LSC





DESERT VISTA CAMPUS

ABCD



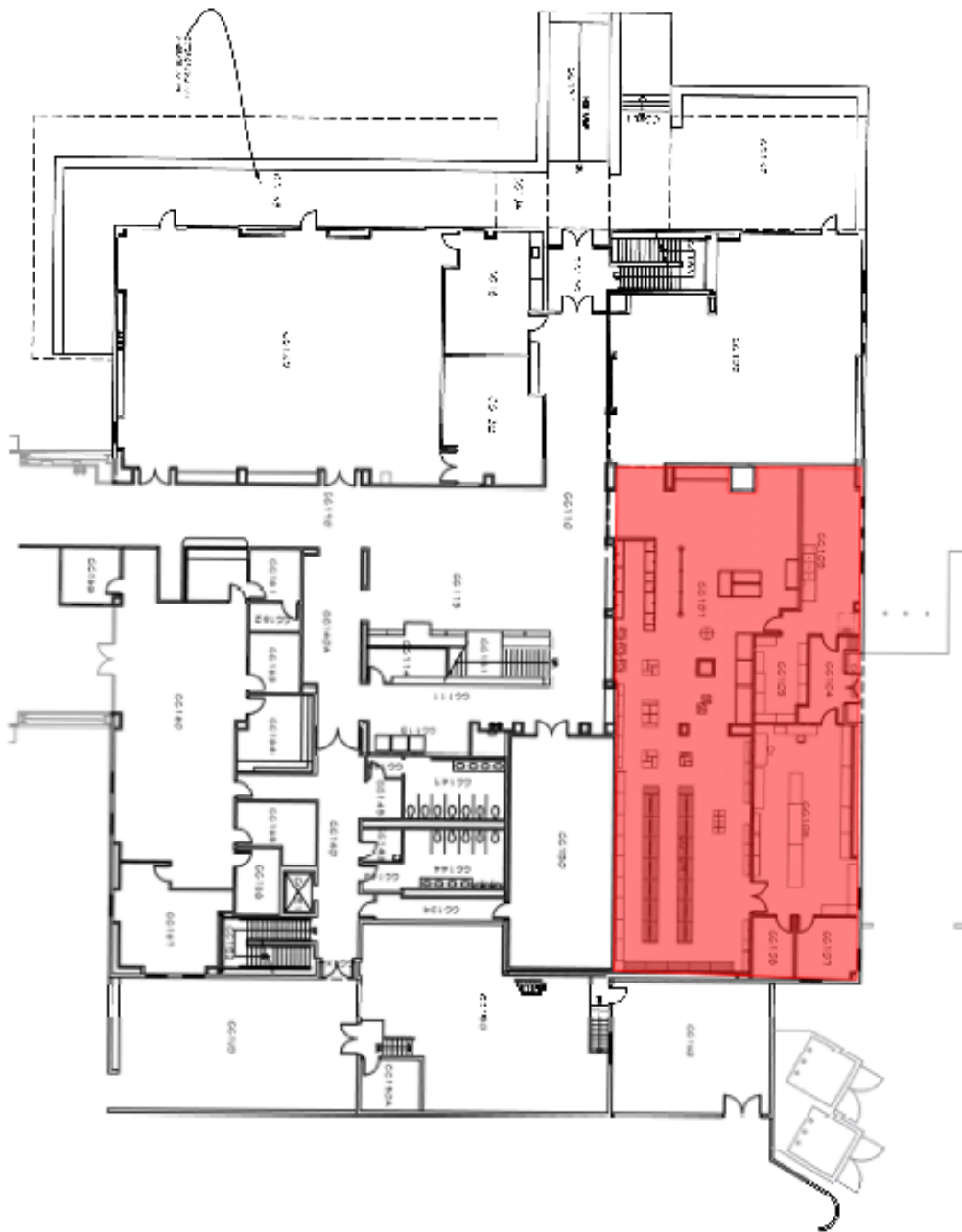
SCALE 1" = 40'



PUEBLO BUILDING



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**DOWNTOWN CAMPUS**

SCALE 1" = 30'

5 10 20 30 40 50 60

**CC**

**CAMPUS CENTER BUILDING**

**1ST FLOOR**

