



# Associated Students

## California State University Chico

400 W. 1<sup>st</sup> Street  
Chico, CA 95929

### REQUEST FOR PROPOSALS FOR CHICO STATE CAMPUS STORE OPERATIONS

**Issue Date:** January 9, 2025  
**Closing Date:** February 21, 2025

**Contact Person:** Tom Rider, Director of Auxiliary Business, [trider2@csuchico.edu](mailto:trider2@csuchico.edu)

#### **IMPORTANT:**

The Proposal is to be submitted via [the Associated Students RFP webpage](#). Submission of Proposal by fax, hard copy, or other methods will NOT be accepted.

## **SECTIONS**

- Section 1 Purpose, Overview, and Term
- Section 2 Schedule of Events
- Section 3 Scope of Work
- Section 4 Submittal of Proposal
- Section 5 Scoring
- Section 6 Instructions, Content, and Format

## **ATTACHMENTS**

- Attachment 1 Insurance Requirements
- Attachment 2 Bidder Questions and Prompts
- Attachment 3 Facility Information
- Attachment 4 Bidder Certification
- Attachment 5 Financial Offer Spreadsheet (separate spreadsheet)

## **SECTION 1 – PURPOSE, OVERVIEW, AND TERM**

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### **1.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to provide all labor, services, materials, supplies, and equipment necessary to operate the Campus Store, known as the Wildcat Store, located in the Bell Memorial Union on the campus of California State University, Chico.

### **1.2 ASSOCIATED STUDENTS OVERVIEW**

The Associated Students of CSU, Chico (AS) is a student-led nonprofit auxiliary that enriches the quality of campus life at Chico State through programs and services created for students by students. At Chico State, the Campus Store, dining operations and facilities, the student union, recreation center, student government, and many other vital campus functions are part of the AS.

### **1.3 PROJECT OVERVIEW**

The AS recognizes that the traditional college Campus Store business is in a transformational period, and the AS intends to be on the cutting edge of campus retail services. Therefore, the AS has initiated this RFP process to seek an innovative and proactive partner join us and effectively serve the Chico State community. The goal of the AS is to provide an innovative, state-of-the-art Campus Store that will result in the following:

- Improved affordability for Chico students by reducing course materials costs and providing innovative course materials solutions
- Improved customer satisfaction through cutting-edge retail innovation; utilization of technology; comprehensive community engagement; and forward-thinking concepts that anticipate market trends
- Increased financial contribution to the AS that will assist with supporting various student-centered programs.
- Increased sales and market share of Chico State branded merchandise
- State-of-the-art destination/retail facility and website
- Competitive financial contribution to the AS while achieving the qualitative and service goals of this RFP
- A 5-year commitment from the successful bidder.

### **1.4 AWARD OF CONTRACT**

The AS reserves the right to reject any and all proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. The AS reserves the right to award this contract to more than one vendor. Written notification will be made to unsuccessful proposers. Evaluation methodology and bases for award are described in the Evaluation and Selection Criteria Section.

## **1.5 RFP RULES AND INSTRUCTIONS**

The rules governing this RFP are stated in Section 6 Instructions, Content and Format Section. Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

## **1.6 DEFINITIONS**

- 1.6.1** “AS”, “the AS”: The Associated Students of California State University, Chico.
- 1.6.2** “University” or “Trustees”: The Board of Trustees of the California State University are referred to as “CSU” and its legally recognized entities, which together is the State of California acting in its higher education capacity.
- 1.6.3** “Chico State”: California State University, Chico, and its legally recognized entities.
- 1.6.4** “Bidder”: means an individual, partnership, or corporation from whom the University is soliciting a proposal.
- 1.6.5** “Contractor”: The successful individual, partnership, or corporation whose bid is accepted and who is awarded a contract. “Contractor” shall also mean “Service Provider” or “Provider.”
- 1.6.6** “Contract”, “Agreement”: The legal document the University issues to bind the Contractor to provide products and/or services described in the Request for Proposal.
- 1.6.7** “Specification or Scope of Work”: The complete set of documented designs, specifications, performance criteria and delivery requirements delineated in this document and in all referenced project documentation.
- 1.6.8** “Provide”: Supply, deliver, install, configure, test, commission, train and warrant.

## **1.7 PROPOSALS**

All Proposals and contracts awarded as a result of this RFP are subject to the AS’ terms and conditions as stated in this RFP. Submitting any other terms and conditions by a bidder may be grounds for rejecting the bidder’s proposal.

## **1.8 COMPETITIVE NEGOTIATION**

The RFP process provides all interested bidders with an equal opportunity to offer their services. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be precisely described and the financial proposal is generally the determinative factor. The AS has the flexibility to negotiate with a bidder to arrive at a mutually agreeable relationship. The AS is not required to accept any proposal if in its judgment the University’s interests are better served by declining to do so.

**This solicitation or any resulting agreement may be used in whole or in part by another California State University (CSU) campus, auxiliary organization, or any other public agency.**

Contractors are cautioned that this is a Request for Proposal, not a request to contract, and the University reserves the right to reject any offers when such rejection is deemed to be in the best interest of the University.

## **1.9 SCHEDULE**

The dates specified in Section 2 - Schedule of Events of this RFP are subject to change by the AS. Any changes will be communicated via written addendum which will be published on the AS RFP webpage.

## **1.10 GENERAL INFORMATION ON SELECTION PROCESS**

Following is a general description of the process by which a Contractor will be selected to provide required services:

- Requests for proposals are sent to prospective Contractors and posted on AS RFP webpage
- Bidder shall provide electronic proposals and upload them through AS RFP webpage.
- The original proposal **must** be signed and dated by an official authorized to bind the bidder contractually.
- The proposal **must** be successfully uploaded no later than the date and time specified on the Schedule of Events.
- The AS reserves the right to award agreements to multiple contractors if it is determined to be in its best interest.
- A Notice of Intent to Award will be emailed to all finalists when the AS identifies the Contractor they wish to enter into a contract with. The AS must wait for at least five (5) business days after issuing the Notice of Intent to Award before signing a contract with any Contractor. A subsequent final contract shall be prepared by the AS and signed by the Contractor and the AS.

## **1.11 COST OF BID PREPARATION**

Any costs incurred by the Contractor in preparing or submitting Bids are the Contractor's sole responsibility. Neither the AS nor the University will reimburse any Contractor for any costs incurred.

## **1.12 ELABORATE BIDS**

Elaborate Bids in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired (unless specifically requested).

## **1.13 ORAL EXPLANATIONS**

Oral explanations or instructions will not bind the AS.

## **1.14 QUESTIONS AND ANSWERS**

All questions related to this RFP must be submitted to the Contact Person. The time and date for the receipt of questions are set forth in the Schedule of Events. Verbal or faxed questions will not be accepted. All written questions will be combined and answered in writing and published on the AS RFP webpage. Answers may also be conveyed to all prospective bidders via the email contact provided to the AS.

## **1.15 RIGHT TO SUBMITTED MATERIALS**

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidders will become the property of the AS when received.

### **1.16 COMPETITIVE OFFER**

Under penalty of perjury, the signer of any Bid submitted in response to this RFP certifies that its Bid has not been arrived at collusively or in violation of Federal or California antitrust laws. In submitting the Bid, the bidder agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the contract. Bidders not in compliance with this provision shall be disqualified.

### **1.17 CONTRACTORS' REPRESENTATIVE**

Bidders shall provide the name, address, and telephone number of the person(s) with the authority to bind the company and answer questions or provide clarification concerning the proposal.

### **1.18 PROPOSAL ACCEPTANCE PERIOD**

This proposal shall be binding upon the bidder for 180 calendar days (Acceptance Period) following the RFP opening date. Any proposal on which the bidder shortens the acceptance period may be rejected.

### **1.19 GOVERNING LAW**

The validity, interpretation, and performance of any Agreement or Contract, which is forthcoming from this RFP, shall be controlled by and construed under the laws of the State of California.

### **1.20 DISPUTE/PROTEST**

A protest of pending contract award must be received within 24-hours after the issuance of Notice of Intent to Award. The University's decision on protest proceedings is final. Disputes or protests must be submitted in writing via email to the Director of Auxiliary Business, Tom Rider at [trider2@csuchico.edu](mailto:trider2@csuchico.edu).

### **1.21 WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn after its submission by written request signed by the bidder or authorized representative prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done prior to the submission deadline. Withdrawal or modification offered in any other manner will not be considered.

**End of Section 1**

## **SECTION 2 – SCHEDULE OF EVENTS**

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This Request for Proposal schedule is as follows:

<i>RFP Distributed</i>	January 10, 2025
<i>Campus Tours</i>	January 22 – January 31, 2025
<i>Questions about RFP due to AS</i>	4:00 pm PST on February 5, 2025
<i>Response to Questions Provided</i>	February 12, 2025
<i>Latest Addendum Issued by</i>	February 14, 2025
<i>Responses and Proposals Due to the AS</i>	4:00 pm February 21, 2025
<i>Bidder Interviews</i>	Week of March 10, 2025
<i>Preferred Bidder Notified</i>	March 25, 2025

Questions will only be accepted via email to the Contact Person. Responses to will be posted on the AS RFP webpage.

The dates up to and including the “Proposals Due” date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of the AS.

**PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED**

**End of Section 2**

## **SECTION 3 – SCOPE OF WORK**

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### **3.1 INTRODUCTION**

The AS is seeking proposals for experienced and qualified operators for their Campus Store.

The University intends to award to the highest-scoring bidder, and the award shall not prohibit the University from procuring any contracted services outside of any awarded contract.

The University anticipates awarding a term of five (5) years, with an additional 5-year optional term. The contract shall not exceed ten years.

### **3.2 CHICO STATE CAMPUS STORE OPERATIONS REQUIREMENTS**

a. Locations/Programs. The Contractor shall manage and operate the following Campus Store locations and programs:

The Wildcat Store is located in the Bell Memorial Union, 400 W. 1<sup>st</sup> St., Chico, CA 95929.

b. AS Rights Re: Campus Store Facility. The AS will have the right to add, remove, or modify the size of the Campus Store facility if the AS deems such additions, removals, or modifications to be in the best interest of the University. Please refer to Attachment #2 for the current floor plans.

c. Campus Store Name. The name of the Campus Store shall be as follows: The Wildcat Store.

The AS and/or the Contractor may determine another mutually agreed-upon name(s).

d. Contractor Duties/Responsibilities. The Contractor shall operate the Campus Store on its own credit and shall furnish, at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the AS.

e. Products and Services. The Contractor shall provide Chico State with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, open educational resources (OER), Immediate 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 Campus Store. The AS strongly encourages proposals that include any additional products or services that can be offered to enhance value to students and the Chico State community, generate traffic in the Campus Store, and assist with transitioning from a traditional University Campus Store to a destination center offering



state-of-the-art campus retail services, including locally made products. Collaborative relationships with campus departments, such as the library, are critical for the success of the Campus Store.

- f. Right To Operate Campus Store. The Contractor shall have the right to operate the Campus Store serving the Chico State community. However, the Chico State or AS Administration may authorize the sale of certain items by approved vendors, student groups, or Chico State organizations. The Contractor must recognize that Chico State is focused on the affordability of course materials for Chico State students. As part of this focus, Chico State will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), Immediate Access, and Equitable Access. Chico State hopes that the selected Contractor will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.
- g. University Authority Re: Product Offerings. The Contractor shall withdraw from display or sale any item or items the AS requests not to be displayed or sold.
- h. Beverage/Food Service: Product Offerings. The Campus Store shall be required to comply with the terms of the current or any future Pouring Rights Agreements regarding competitive products as defined by the AS.

In addition, the AS has a Food Service Agreement with the University. The Campus Store shall be required to comply with the terms of the current or any future Food Service Agreements regarding competitive products as defined by the AS.

- i. Website/Social Media. The Contractor shall manage and operate a unique full-service comprehensive Campus Store Website and unique social media programs for the Campus Store.
- j. Special Events. The Campus Store shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling items at University events throughout the term of the contract.
- k. Fixtures/Equipment For Special Events. The Contractor 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 to capitalize on sales opportunities.
- l. Trash Removal/Recycling. The Contractor shall participate in the University's recycling program. The Contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on campus.
- m. Environmental/Sustainability Practices. The Contractor shall define how it will utilize environmentally friendly practices in its operation of the Campus Store and abide by all University environmental/sustainability practices.

- n. Reporting Requirement. The Contractor shall report to the Director of Auxiliary Business for matters pertaining to the contract. The Contractor's Regional Manager will meet with Director of Auxiliary Business, or their designee, on a quarterly basis, at a minimum, to review Campus Store contractual performance.
- o. Licensing, Permits, Taxes. The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Campus Store provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

### **3.3 CUSTOMER SERVICE REQUIREMENTS**

- a. Customer Service Expectations. The Contractor shall provide excellent customer service at the Campus Store, including processing customers efficiently during back-to-school Rush periods.
- b. Name Tags/Identification Tags. The Contractor shall ensure that all Campus Store employees wear name tags and are easily identifiable.
- c. Image Of The Campus Store. The Contractor shall operate the Campus Store in a manner that reflects the image and reputation and supports the mission of the AS and Chico State. The Contractor shall become involved in the academic, cultural, and social environment at Chico State and take advantage of opportunities to offer special merchandising, marketing, and/or assistance based on the ongoing and unique activities of Chico State. The Contractor shall, where and when appropriate, create temporary selling points at various sites around campus in connection with special events and programs upon the request of any campus event facilitating departments.
- d. Support of Student Organizations. The Contractor shall cooperate with, assist and support student organizations and student activities with respect to Campus Store services and merchandise. This may include student product fundraising for student-made items displayed in the store.
- e. Customer Feedback. The Contractor shall seek to improve its customer service based on staff, faculty, and customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, and secret shopper programs. Any Campus Store feedback shall be reported to the Auxiliary Business Director or their designee when requested. The Campus Store manager shall be actively engaged with campus faculty.
- f. Hours Of Operation. Hours of operation shall be defined by the AS in conjunction with the Contractor. Hours of operation shall be extended appropriately during the beginning of each semester, and to support special programs and events as necessary, e.g., Choose Chico, Wildcat Welcome, New Student Orientation, and any campus events as requested. Changes to the defined hours of operation must be approved by the AS. During all hours of operation,

including peak business hours and extended hours of operation, the Contractor shall staff the Campus Store adequately to provide the level of service required by the AS.

- g. Refund Policy. The Contractor's refund policy shall be sensitive to the needs of Chico State students and customers.

### **3.4 STAFFING / PERSONNEL REQUIREMENTS**

- a. Staffing. The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Campus Store in accordance with the requirements established by the AS.
- b. Organization Chart/Staffing Level. Prior to contract commencement, the Contractor shall present its organization chart/staffing level for the Campus Store to the AS 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 the AS.
- c. Manager. The Manager assigned to the Campus Store by the Contractor must be approved in advance by the AS. Subsequent changes in assignments will be made by the Contractor only after prior consultation with and approval by AS. The AS expects management continuity (i.e., limited turnover of the Manager) in order for the Contractor to meet the expectations and requirements of the AS.
- d. Student Employees. The Contractor shall fill employment opportunities with Chico State students when appropriate and as possible.
- e. Employee Conduct. The Contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on the Chico State campus, all employees, agents, and independent contractors of the Contractor shall comply with all applicable University policies and procedures. The Contractor shall be required to remove any such employee, agent, or independent Contractor from the Campus Store at the AS' request.
- f. Employment Laws. The Contractor shall comply with all state and federal employment laws and requirements.
- g. ADA. The Contractor shall comply with the Americans with Disabilities Act (ADA).
- h. Equal Employment Opportunity. Both the AS and Chico State are committed to employing qualified administrators, faculty, and staff members who are dedicated to student success and the university's mission, vision, and values. The AS and Chico State recognize that equal opportunity employment and diversity in the academic environment foster cultural awareness, promote mutual understanding and respect, and provide suitable role models for all students. The Contractor shall agree to comply with the university's equal opportunity policies.

- i. Background Checks. The Contractor shall assume all liability arising out of, and is solely responsible for, conducting background checks per California State University specifications for all of the Contractor's employees, agents, or independent contractors.

### **3.5 COURSE MATERIALS PROGRAM REQUIREMENTS**

- a. Comprehensive Course Materials Services/Academic Freedom. The Contractor shall provide comprehensive course materials services and shall work closely with the University to support all Academic Programs. Chico State Faculty shall have academic freedom in their selection of course materials, and the Contractor shall provide all adopted course materials on a timely basis.
- b. Agent For The Collection Of Course Materials Adoptions. The Contractor shall be the University's agent for the collection and compilation of course materials adoptions and shall provide course materials to students at Chico State. The Contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER course materials, Immediate Access course materials, coursepacks, software, and materials published or distributed electronically.
- c. Course Materials Quantities. The Contractor shall provide sufficient quantities of course materials, custom-published materials, OER course materials, software, and related academic supplies and materials, as required by the faculty for course work, to be available for purchase by students according to the schedule established by Chico State.
- d. Early Course Materials Adoptions. The Contractor, working with Chico State 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 course materials purchased from students for resale at the Campus Store. The Contractor shall provide timely reports to faculty members concerning the status of their adoptions.
- e. Distance Learning/Online Courses. The Contractor shall provide course materials services for the University's current or future distance learning/online courses and other programs, as desired by the University.
- f. Custom-Published Materials. The Contractor 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. The AS is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The Contractor shall make a significant effort to maximize the availability of textbook rentals for Chico State students and shall provide a full-service textbook rental program at the Campus Store.
- h. Used Textbook Program. The AS is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The

The Contractor shall make a significant effort to maximize the availability of used textbooks for Chico State students.

- i. Shipping The Contractor shall provide free shipping, or, if shipping charges apply, the Contractor shall establish fair and reasonable shipping charges.
- j. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The Contractor shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including digital course materials, digital textbooks, etc. The Contractor shall work with the AS administration and Faculty to determine the best possible options for introducing new technology and delivery mechanisms. Throughout the contract, the AS 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 the University.
- k. Open Educational Resources. The Contractor shall provide access to OER course materials to support academic programs as needed/required and will accommodate the adoption of OER as requested by Chico State faculty.
- l. Inclusive or Equitable Access. The Contractor shall provide an Inclusive or Equitable Access Program at Chico State if requested by the University.
- m. Online Course Materials Ordering. The Contractor's website for the Campus Store shall include but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- n. Students With Disabilities. The Contractor shall provide required course materials services to students with disabilities through collaboration with Chico State.
- o. HEOA/Other Laws. The Contractor shall work with the AS to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- p. Desk Copies. The University prohibits purchasing and selling complementary/desk copies by the Campus Store.
- q. Buyback. The Campus Store 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 Campus Store 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 Campus Store 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.

### **3.6 COURSE MATERIALS ADOPTION TOOL REQUIREMENTS**

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

### **3.7 COURSE MATERIALS AFFORDABILITY / PRICING POLICIES REQUIREMENTS**

- a. Course Materials Affordability. The AS is extremely committed to making course materials affordable to Chico State students. Please include your pricing and margins in the appropriate section of the attached BIDDER QUESTIONS AND PROMPTS.
- b. Inclusive & Equitable Access Course Materials. If authorized by the AS, Inclusive & Equitable Access Course Materials shall be competitive in the industry and with other peer institutions.
- c. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking 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.)

- d. AS Audit Rights. The AS shall have the right to audit the Contractor's records, vendor invoices, and publisher invoices to verify adherence to the established pricing policies. The Contractor shall provide copies of vendor/publisher invoices to the AS within 48 hours of a request.

### **3.8 GENERAL MERCHANDISE PRICING POLICIES REQUIREMENTS**

- a. Pricing Policy-General Merchandise. The Contractor shall sell all other merchandise (e.g., clothing, giftware, technology, computers, supplies, general books, reference books, etc.) at prices competitive in the local area and competitive in the University Store industry. The Contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points. Technology pricing must compete with bulk pricing already available to California State University campuses.

### **3.9 GENERAL MERCHANDISE AND MARKETING STRATEGY REQUIREMENTS**

- a. General Merchandise Selection The Contractor shall provide a full range of general merchandise including local area & campus branding clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, course related supplies; e.g., scantrons, blue books, lab coats, goggles, art supplies, and any other required supplies named by campus faculty during any point of the contract, greeting cards, convenience items, health and beauty aids (HBAs), special order services, graduation-related merchandise, and other services expected from a full-service Campus Store.
- b. Local & Branded Clothing And Gifts The Contractor shall promote the local area and campus branding by offering a broad selection of clothing and gifts that comply with Chico State's current branding and/or future licensing requirements, design guidelines, and requirements for branded products and usage of the Chico State seal, marks, and logo, etc. The Contractor shall provide exceptional value to customers by offering high-quality products and services at fair prices and at multiple price points.
- c. General Books/Reference. The Contractor shall provide a representative selection of general books and reference books.
- d. Course Related Supplies. The Contractor shall provide sufficient quantities of all course related supplies as requested by Chico State Faculty.
- e. New Product Lines. The Contractor 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 Campus Store and to the website.
- f. Website. The Contractor shall manage and operate a unique full-service Campus Store Website. The Website will feature a full range of emblematic merchandise and course materials.
- g. Email Marketing. The Contractor shall keep current student email rosters from the campus software systems to market to students on a regular basis. Note that student contact

information is the property of Chico State and shall not be sold or distributed to any 3rd parties without the express written consent of the University.

- h. Social Media. The Contractor shall manage and operate a unique social media program for the Campus Store. The Contractor shall develop and implement social media marketing and promotional strategies for the Campus Store. To the extent that the Contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter, etc.) or integrates with the University's site, the Contractor shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to University social media standards and practices.
- i. Graduation Merchandise. The Contractor shall sell and distribute graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Campus Store and at other locations as designated by the AS, throughout the year and during graduation. The Contractor shall collaborate with other Chico State departments to produce a twice a year Commencement Fair in the Fall and Spring.
- j. Licensing Program. The Contractor shall only purchase branded merchandise from vendors who adhere to current and/or future Chico State Licensing Program requirements and/or the University's design guidelines and requirements for branded products. Licensing fees need to be built into the retail pricing.
- k. Vendor Code Of Conduct. The Contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the Contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

### **3.10 FACILITY INVESTMENT REQUIREMENTS**

- a. Ownership Of Facility Investment And Fixtures. All capital improvements and fixtures in the Campus Store facility shall become the property of the AS at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by the AS without cause, as outlined in Section prior to the capital investment being fully depreciated, then the AS will reimburse the Contractor for the undepreciated portion of the capital investment in the Campus Store facility, and all capital improvements and fixtures shall become the property of the AS. If the contract is terminated for cause by the AS or for bankruptcy, the AS shall not reimburse the Contractor for the undepreciated portion of the capital investment, and all capital improvements and fixtures shall become the property of the AS.
- b. Depreciation. The capital investment by the Contractor in the Campus Store facility shall be depreciated on a straight-line basis over ten (10) years.
- c. University Approvals. The facility investment for the Campus Store must meet the AS and Chico State standards; must be approved in advance by the AS; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Contractor in conjunction with the AS and Chico State. Any third-party Contractor used by the



Contractor to assist with making facility improvements must be approved in advance by the AS.

- d. Accounting Of Facility Investment. The Contractor shall provide the AS 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 the AS within sixty (60) days of completion of the facility investment or earlier if requested by the AS.
- e. Investment Difference. If the actual amount spent by the Contractor on the facility improvements is less than the amount offered in the Contractor's proposal, the Contractor shall pay the AS the difference between the actual amount spent and the amount offered, payable upon completion of the improvements. If the actual amount spent by the Contractor on the facility improvements is more than the amount offered in the Contractor's proposal, the Contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- f. Design Fees. All Campus Store design fees and planning fees associated with facility improvements, whether design and planning services are provided directly by the Contractor or by a third-party utilized by the Contractor, shall be incurred solely by the Contractor, and the Contractor shall treat all design and planning fees as the Contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- g. Signage/Window Usage. Any proposed exterior signage, banners, window usage, etc., must be approved by the AS and must adhere to University requirements.
- h. Timing Of Facility Investment. The timing of the facility investment shall be determined by the AS in coordination with the Contractor.

### **3.11 FINANCIAL REPORTING REQUIREMENTS**

- a. Monthly Reporting. On a monthly basis, the Contractor shall submit a detailed sales report to the AS including total sales, sales by location, website sales, sales by category/department, commissionable and non-commissionable sales (with supporting documentation) for the Campus Store. Additional supporting documentation for non-commissionable sales must be provided by the Contractor to the University within forty-eight (48) hours of the University's request.
- b. Annual Reporting. On an annual basis, or as requested, the Contractor shall submit a detailed Campus Store financial statement to the AS. At a minimum, the Campus Store 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, Contractor overhead charges)
  - Commission Paid to the AS
  - 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 the AS(e.g., customer counts, unit sales, transaction size, adoption data, etc.)
- c. Course Materials List. At the end of each term/semester, the Contractor shall submit a Course Materials List in electronic format, as described in this RFP.
- d. Contractor's Financial Statement. The Contractor shall provide AS with a copy of its audited company financial statement on an annual basis.
- e. AS Audit Rights. The AS reserves the right to audit all or any components of the arrangement between AS and the Contractor.

### **3.12 FINANCIAL PROPOSAL REQUIREMENTS**

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

- a. Financial Offer. Please complete the financial offer spreadsheet attachment to accurately reflect your best offer as follows:
- "Gross Sales" shall be defined as all sales of the Contractor and revenue received by the Contractor based upon all business conducted in or from the Campus Store for any product or service offered by the Campus Store, 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 Campus Store, whether such orders are placed at the Campus Store, via the internet (i.e., "online sales"), orders received through the Campus Store Website, or elsewhere. Gross Sales shall include any commissions and rebates received by the Contractor from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the Contractor for authorized sales by other companies or organizations on the Campus Store 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)
- Discounted Sales to authorized Chico State Departments
- Sales tax paid by the Contractor to any government agency which was collected from customers
- Pure Digital Course Materials Sales
- Computer hardware sales
- Sales made at no margin by the Contractor at the request of the University
- "Pure Digital Course Materials Gross Sales" shall be defined as digital-only content that is adopted by Chico State Faculty as course materials for academic instruction. Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by Chico State 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 shall be included in the calculation of Course Materials 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 Contractor to any government agency which was collected from customers
- The Contractor shall pay the AS the greater of either the minimum annual guarantee or the sum of (i) the commission as a percent of Commissionable Sales, plus (ii) the commission as a percent of Pure Digital Course Materials Commissionable Sales.
- Payments shall be made to the AS based on the Campus Store's Commissionable Sales on a monthly basis via ACH payment. The AS shall have the option to select either (i) monthly payments according to the commission schedule or (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by the AS, payment of any amount due in excess of payments already received shall be made annually within thirty (30) days following the end of each contract year.
- The Contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The Contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The Contractor shall make all records available for inspection by authorized AS representatives.

b. Signing Bonus. The selected Contractor shall provide a Signing Bonus upon contract commencement.

- c. Donations/Giveaways. Provide the annual amount of merchandise donations, giveaways, etc., your company will provide to the University.
- d. Additional Financial Incentives. Contractors have the opportunity to propose additional financial incentives (e.g., textbook scholarships, general scholarships, allowance for students in need, etc.).

### **3.13 TECHNOLOGY PROGRAM REQUIREMENTS**

- a. Technology Investment. The Contractor shall provide state-of-the-art technology (e.g., computer system, point-of-sale system, inventory management system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service. The Contractor shall own, operate, and shall be responsible for all expenses associated with all technology and systems necessary to operate the Campus Store. (Note: AS will not buy out the undepreciated portion of the Contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- b. Technology Integration. Upon campus Information Technology Security Officer approval, the Contractor's systems shall have the ability to interface, at the Contractor's sole expense, with all appropriate current and/or future University systems including learning management systems (LMS).
- c. Website. The Contractor shall manage and operate a unique, full-service Campus Store Website. The website shall conform to Chico State design guidelines and link to and from Chico State'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 Campus Store Website, including products sold (whether by the Contractor or by a third-party vendor), links to and/or from the Campus Store Website, and advertising accepted, shall require the AS' prior written approval. Third-party vendors on the website must be pre-approved by the AS Administration.
- d. University Campus Card. The Contractor shall accept any current and/or future Chico State Campus Card as a tender type, which includes, at the Contractor's sole expense, integration with the Chico State Campus Card system.
- e. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant with the latest PCI Data Security Standard Version and/or subsequent updates. The Contractor must provide a statement acknowledging they are in PCI Compliance (PCI DSS Version 4.0) 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 Contractor 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.

- f. Computer Equipment Compliance. The Contractor's computer equipment/software must be certified and approved by the University's IT Department in order to be put on the University's network or communication systems.
- g. Camera Surveillance. Chico State maintains camera surveillance systems that are accessible by University Police and Campus IT designees, and the Store Manager.
- h. FERPA Compliance. The Contractor agrees that all processes fall within FERPA guidelines and must be approved by the FERPA compliance officer at Chico State.
- i. Mastercard, And Visa (EMV) Compliance. The Contractor shall ensure that the Campus Store is compliant with EMV standards for authorizing credit and debit card transactions.
- j. Customer Data. The Contractor shall notify the AS promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Contractor shall, within 24 hours of discovery, report to the AS any use or disclosure of customer data not authorized in writing by the customer. The Contractor's report to the AS shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the University. The above provisions shall be extended by contract to all subcontractors used by the Contractor who are provided access to customer data by the Contractor. All customer data must be kept confidential and shall not be shared or sold by the Contractor.
- k. Accessibility Guidelines. The Contractor shall warrant 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, 2.1 or 2.2 whichever is applicable as of the date of the contract, Level AA Conformance" published by the Word Wide Web Consortium, [www.w3.org](http://www.w3.org), at <http://www.w3.org/TR/WCAG20/>.

The AS reserves the right to request product accessibility documentation at any time. The Contractor agrees to promptly respond to and resolve any complaint arising during the term of the warranty period regarding the accessibility of its products or services which is brought to its attention. The Contractor shall provide confirmation to the AS within ninety (90) days of receiving any such complaint that the complaint has been fully resolved and shall recertify compliance upon AS' request.

1. Verification. The Contractor 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 Chico State community, or members of the public. Appropriate documentation detailing the testing, including evaluation results, will be provided during initial deployment and thereafter at Chico State or the AS' request. The third party providing such verification must be acceptable to the AS at its reasonable discretion.

### **3.14 TENDER TYPES / DISCOUNTS REQUIREMENTS**

- a. Tender Types. At a minimum, the Contractor shall accept cash, personal checks, major credit cards, current Campus Payment Cards/University ID, debit cards, Campus Store gift cards, department charges, student financial aid charges, scholarship charges/vouchers, and third-party agency charges/vouchers. The Contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. Chico State Campus Card Program. The Contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the Chico State Campus Card/University ID, Debit Card, and/or other smartcards utilized by Chico State, currently and in the future, at the Campus Store.
- c. Faculty/Staff Discounts. All full-time AS and Chico State Faculty and Staff shall receive a percent (20%) discount on Campus Store purchases, excluding textbooks.

### **3.15 AS OBLIGATIONS REQUIREMENTS**

- a. AS Obligations. The AS provide the Contractor with the following:
  - Campus Store Space. Store FACILITY INFORMATION attachment.
  - Services. Access to campus web services, campus telephone services, and voice answering system at the standard University rate
  - Security. Campus Safety service for the Campus Store provided by the university in the same manner provided for other university buildings
  - Utilities. Utilities, electricity, and HVAC. Contractor pays for utilities.

### **3.16 CONTRACTOR OBLIGATIONS REQUIREMENTS**

- a. Contractor Obligations. The Contractor shall provide the following as part of its management and operation of the Campus Store:
  - Vehicles. The Contractor shall provide vehicle(s) necessary (if any) for the operation of the Campus Store.
  - Cleaning and Maintenance. The Contractor shall properly maintain (to the satisfaction of the AS) the interior of the Campus Store, including daily cleaning of floors, walls, windows, fixtures, restrooms, furniture, equipment, etc., and other related custodial services.
  - Minor Repairs. The Contractor shall be responsible for minor repairs to the interior of the Campus Store.
  - Emergency Key. The Contractor shall supply an emergency key to be left with the Chico State University Police Department (UPD).

- Internal Security. The Contractor shall collaborate with UPD and AS Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Campus Store. The Contractor's first point of contact about security and safety issues for the Campus Store shall be UPD.

### 3.17 AGREEMENT REQUIREMENTS

Although the AS and Contractor will negotiate the exact details, some requirements must be present in the final Agreement between the Contractor and AS. The listing below is not all-inclusive. The Contractor shall agree, in writing, to the following:

- a. Insurance requirements. To meet or exceed the insurance requirements shown in Attachment 1.
- b. To include the following indemnification language provided by the AS. The language will be identical or similar to the following, will be primary, and shall not be limited.

*“Contractor shall indemnify, defend at its own expense, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Chico, the Associated Students of California State University, Chico; and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all liability, claims, damages, expenses, and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor’s performance of this Agreement.”*

- c. Mergers and Acquisitions. If control of the Contractor changes in any way, including but not limited to a merger, consolidation, or purchase, all terms and conditions of the Agreement shall remain in force. Failure to honor the Agreement shall be considered a breach of contract and will result in liquidated damages.
- d. Termination. The AS may terminate the Agreement for convenience at any time.
- e. RFP Requirements. All requirements from this RFP may be included in the Agreement.

**End of Section 3**

## **SECTION 4 – SUBMITTAL OF PROPOSAL**

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### **AWARD OF CONTRACT**

The AS reserves the right to reject any and all proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. Written notification will be made to unsuccessful proposers. Evaluation methodology and bases for award are described in Section 5 - Scoring.

### **REQUIREMENTS**

Information and materials will be submitted via the AS RFP website with appropriate detail to allow the Review Committee to assess and evaluate the proposals adequately.

#### **4.1 CONTRACTOR EXPERIENCE AND BACKGROUND**

You will be requested to provide details about your organization, including an organization chart, key personnel, client references, financial information, legal proceedings, and recent corporate changes.

#### **4.2 SPONSORSHIP INVESTMENT**

The financial offer spreadsheet allows the bidder to propose their sponsorship investment level.

#### **4.3 OPERATIONAL PLAN**

You will be requested to describe how you plan to (transition to and) provide Campus Store Operations to the Chico State campus.

#### **4.4 SUSTAINABILITY AND CARBON FOOTPRINT**

The California State University Sustainability Policy and Sustainable Procurement Policy acknowledges that sustainability is an integral value to the CSU's mission and operations and encourages action at all of our 23 campuses and their off-campus centers. From the use of renewable energy to transportation planning, the integration of sustainability into strategic goals represents a strong commitment by campus leadership to making these principles a core part of the mission and impact of the CSU. Sustainable procurement policies are a critical tool in meeting the energy efficiency, green building, and waste reduction goals of the CSU Sustainability Policy.

Sustainable Store Operations is an important element of the AS and CSU's sustainability efforts. You will be requested to address what you do and how you work with educational institutions to enhance, certify, and measure sustainability.

#### **4.5 CREATIVE SOLUTIONS NOT SPECIFIED IN RFP**

The AS is open to any other creative ideas or concepts that Bidder believes would be mutually beneficial within the first or succeeding Agreement years. You will be requested to provide your thoughts on creative solutions for any areas related to Campus Store Operations or student support.



#### **4.6 AGREEMENT EXCEPTIONS**

Include any exceptions to the Terms presented as part of this RFP. The AS reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered as an implied agreement with the stated terms. Bidder must submit their proposed Agreement with terms from the Agreement Requirements incorporated. This Agreement will form the basis of negotiations between CSU and the Apparent Successful Bidder.

#### **INTERVIEWS/PRESENTATIONS**

Interviews with shortlisted responders will be held the week of February 17, 2025. The interviews will be approximately two hours in duration and comprise of presentation and discussion sections. Specific dates for the interviews will be coordinated with AS and responders. The interviews will be the final opportunity for responders to convey the benefits of their team and sponsorship with the AS prior to final selection.

**End of Section 4**

## SECTION 5 – SCORING

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### 5.1 EVALUATION METHOD

All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content or requirements and quality standards, conflict with or take unacceptable exceptions to the terms and conditions, or are non-responsive to the required responses in this RFP will be disqualified from consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by the AS RFP Evaluation Team. As a part of this review, the AS may require proposing firms to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the AS RFP Evaluation Team.

Responsive Proposers may be required to give oral presentations to the University as part of the evaluation process. The purpose of the presentation is to give finalists an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information.

The AS RFP Evaluation Team will make its evaluation based on the criteria below.

### 5.2 POINT SCORING MATRIX - based on responses into the CSUBUY RPF

	<b>Evaluation Criteria</b>	<b>Points</b>
A	Acceptance of AS Terms	10
B	Contractor Experience and Background	10
C	Sponsorship Investment	30
D	Operational Plan including Approach & Transition	30
E	Sustainability	10
F	Creative Solutions not Specified in RFP	10
	Total Points:	100

### 5.3 EVALUATION CRITERIA

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria as described in Section 4 – Submittal of Proposal.

### 5.4 AWARD OR REJECTION

All qualified proposals will be evaluated, and multiple awards may be made (but is unlikely in this case), to the Contractor(s) whose proposal is deemed to be in the best interest of the University. *Note that public company records may be reviewed.* Any award made is subject to a signed Contract. If a Contract between the Contractor and the University cannot be negotiated and consummated in a timely fashion to the University's satisfaction, the award may be withdrawn. The University reserves the right to withdraw the award at any time for any reason during the Contract negotiation process. Any changes to the Contract shall be mutually agreed

upon by the Contractor and the University in writing. In the event the successful Contractor does not execute the Contract as required, the award of the Contract may then be offered to the next highest-ranked Contractor, or the University may decide to solicit new proposals.

**End of Section 5**

## **SECTION 6 – INSTRUCTIONS, CONTENT, AND FORMAT**

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### **6.1 INSTRUCTIONS**

To be considered responsive to this RFP, the bidder shall submit the following documents completely as thoroughly and accurately as possible.

1. Bidder Questions and Prompts (Attachment 2)
2. Bidder Certification (Attachment 3)
3. Financial Offer Spreadsheet

### **6.2 ERRORS AND OMISSIONS**

If, prior to the date listed for submission of the proposal, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify the University of such error in writing and request modification or clarification of the document. Modifications may be made by addenda before the RFP response deadline. Clarifications will be given by written notice and posted to the CSUBUY RFP website to all active Bidders without divulging the source of the request for it.

### **6.3 ADDENDA**

The University may modify this RFP, any of its key action dates, or any of its attachments prior to the date fixed for submission by issuance of a written addendum posted to the RFP website. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

### **6.4 CANCELLATION OF SOLICITATION**

This solicitation does not obligate the University to enter into an agreement. The University retains the right to cancel this RFP at any time for any reason. The University also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the University to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

### **6.5 COMPLIANCE WITH RFP**

To be compliant with the administrative requirements of this RFP, Bidder must complete and return the list of submittals as requested in the Questions Section of the CSUBUY RFP.

### **6.6 COMPLETION OF PROPOSAL**

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the Bidder may be rejected. Statements made by a Bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

### **6.7 ON-LINE BID SUBMITTAL INSTRUCTIONS**

The proposal must be submitted to the AS through the RFP webpage at: <https://as.csuchico.edu/rfp> no later than the time indicated on the date and specified in the Schedule of Events. The Bidder is responsible for

submitting the proposal on the AS' website on time. Delays due to the instrumentalities used to transmit the proposal will be the responsibility of the Bidder. **Allow sufficient time to upload all the bid documents.** The proposal must be completely uploaded and submitted by the specified time in order to avoid disqualification for lateness due to difficulties in submittal.

#### **6.8 EXCEPTIONS**

In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the AS contact person via e-mail immediately upon receipt of the RFP so that the matter may be fully considered, and appropriate action taken by the AS before the closing time set for submission. If the Proposer fails to notify the AS of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

#### **6.9 ALTERNATIVE PROPOSALS**

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in the rejection of all proposals submitted by the Bidder.

#### **6.10 WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn after it is received by the University by written request signed by the Bidder or authorized representative prior to the time and date specified for proposal submission. proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

#### **6.11 PROPOSALS BECOME THE PROPERTY OF THE AS**

Proposals become the property of the AS and information contained therein shall become public documents subject to disclosure laws. The AS and University reserves the right to make use of any information or ideas contained in the proposal. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the AS or University to structure an RFP or other solicitation.

#### **6.12 CONFIDENTIAL MATERIAL**

Bidder must notify the AS in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. The AS shall have sole discretion to disclose or not disclose such material subject to any protective order that Bidder may obtain.

For further information, please refer to THE RICHARD MCKEE TRANSPARENCY ACT OF 2011 (CA Educ Code § 92950).

### **6.13 INSPECTION OF SOLICITATION DOCUMENTS**

Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification or instruction will be at the Bidder's sole risk. It is the Bidder's responsibility to provide the University with current contact information and to update the CSU immediately of any changes.

### **6.14 MODIFICATIONS**

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

### **6.15 PROPOSAL CONTENT AND FORMAT**

Proposals are to be prepared in such a way to provide a straightforward, concise delineation of capabilities.

### **6.16 DELIVERY OF PROPOSAL**

Proposals are to be submitted online using the [Associated Students RFP webpage](#).

**END OF REQUEST FOR PROPOSAL**

## ATTACHMENT 1 – INSURANCE REQUIREMENTS

REQUIRED MINIMUM LIMITS OF INSURANCE	
<b>General Liability</b> (comprehensive or commercial form)	\$5,000,000 per occurrence, \$10,000,000 aggregate
<b>Business Automobile Liability</b> (owned, scheduled, non-owned or hired)	\$5,000,000 per occurrence
<b>Workers Compensation Insurance</b>	As required under California State Law
<b>Employer Liability</b>	\$2,000,000
<b>Cyber Liability</b>	\$10,000,000 per occurrence

Note: Other means or combination of protection may be acceptable (e.g., self insurance pools, primary or excess risk retention groups, umbrella policies) if approved by the Associated Students Risk Manager.

CERTIFICATE HOLDER	
The Certificate Holder is to be identified as:	Associated Students, CSU, Chico 757 Attn: Risk Manager 400 W 1 <sup>st</sup> Street Chico, CA 95929

Endorsements and Waivers
<p>We require an additional insured endorsement for General Liability insurance, and a Primary and non-contributory endorsement in our favor on General Liability and Automobile Liability insurance. Proof of these endorsements must be provided and notes in the description section of the COI will not suffice.</p> <p>The State of California, the Trustees of the California State University, California State University, Chico, Associated Students of CSU, Chico and employees, officers, directors, volunteers and agents of each (collectively “University”) are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).</p> <p><b><u>Please ensure the following wording is included on additional insured endorsement page(s) exactly as shown below:</u></b></p> <p><i>The State of California; the Trustees of The California State University; California State University, Chico; Associated Students of California State University, Chico and the officers, employees, volunteers and agents of each of them are included as additional insureds.</i></p>

**OTHER REQUIREMENTS AND NOTES:**

1. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the University requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.
2. Each insurer shall have an A.M. Best (or equivalent) rating of at least A:VII unless otherwise agreed to by the Associated Students.
3. The Contractor/Vendor's insurance coverage shall be primary. The self-insurance maintained by the University, its Trustees, Associated Students, and their officers, employees, or volunteers shall be excess of the Contractor/Vendor's insurance and shall not contribute with it.
4. If General Liability insurance is provided on a claims-made basis, a 3 year extended reporting period (tail coverage) must be provided.
5. Your agreement with the Associated Students may alter these requirements and/or add additional requirements.

**END OF INSURANCE REQUIREMENTS**



## **ATTACHMENT 2 – BIDDER QUESTIONS AND PROMPTS**

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Please submit your responses to the following questions and prompts as part of your submission.

### **General Business Information**

1. Present an introduction and general description of your company's background; identify and substantiate with examples why you are well-qualified to provide requested services.
2. Provide any relevant information about how long your company has been in business.
3. Please provide relevant information about your company's client volume.
4. Provide any relevant information about how many employees your company has. Describe your capacity and how you plan to service the Chico State campus at an adequate level.
5. Provide an organizational chart of your company.
6. Provide background information on key contacts in your company, including years of service and their duties. Please also clearly identify, with direct contact information, a single point of contact authorized to make all decisions for the bidder.
7. Provide a list of Five (5) client accounts, including all relevant contact information, approximate annual revenues, and tenure that best represents the program and quality the AS can expect. Three must be at higher education institutions, and some California service examples are preferred.
8. Upload a listing of all accounts lost over the last five years, along with the same information noted for the client list above, and include the primary reason(s) why said clients left.
9. Submit audited financial statements for the past two (2) years or equivalent information in order to establish financial viability. If you are a privately held company that does not provide such information, please indicate if you are willing to have relevant conversations with appropriate personnel to establish your firm's viability.
10. Describe any current lawsuits, administrative proceedings or other legal actions, bankruptcies, or governmental investigations against your company, including, but not limited to, parties of the dispute, any equipment affected, causes of action, jurisdiction, and date of legal filing. Also include a description of any lawsuits, administrative proceedings, or other legal actions, bankruptcies, or governmental investigations in the last five years and the dispositions of each. Indicate if any of these cases will now, or in the future, have a material impact on the University's bookstore operations.
11. Describe any acquisitions or mergers that have occurred within the past two years or are planned within the next two years.

12. Upload your company's certificate of insurance, matching the requirements listed in this RFP.

### **Operational Plan**

13. Provide your business model and book supplier philosophy.
14. List your proposed staffing levels for the ratios of managers to full-time staff and managers to staff and student staff.
15. Please list your pricing and labor margin targets.
16. Describe how you audit and ensure easy cost control by concept location and operational type.
17. List what is included in your overhead costs. Indicate if this consists of any allocation from corporate offices.
18. Of your overall revenue, indicate what percentage comes from national volume discounts or rebates. Of this number, indicate the percentage you are willing to share with the campus.
19. Describe the marketing team or approach that is typically on a campus and how they might support the marketing for the AS and Chico State.
20. Provide a sample of a marketing, promotion, targeted email, or special event plan.
21. Describe your approach to social media and how you engage campus through social media.
22. Provide a sample marketing calendar with descriptions of promotions.
23. Describe any technological innovations, such as remote ordering, POS upgrades, etc., intended to improve efficiency and enhance the bookstore experience.
24. Describe your ability to provide technology and computers for sale and/or service.
25. Demonstrate how you have thought through various emergencies and how you are prepared and equipped to maintain the continuity of services.
26. Provide a detailed transition plan and timeline that includes information on how your company will meet the university's expectation for a contract start date on or about Fall 2025. Include a detailed timeline of key dates for the transition. Please include details describing early efforts necessary for book adoption/delivery based on Fall 2025 book listings by course.
27. Describe how your Campus Store Manager will be actively involved, encouraged, responsible, and reviewed for engaging with Faculty to increase book, resource, and supply adoptions through your company.
28. Describe the required or assumed Chico State and AS resources necessary for a smooth transition.

29. Provide any other additional information relevant to the transition
30. Please upload a comprehensive Chico State-specific proposal that describes how you will address all the details listed in the main RFP document, Section 3 - Scope of Work. Please include details regarding what will the AS or Chico State be responsible for, what the Contractor will be responsible for, and what will be accomplished, including deadlines, benchmarks, standards, criteria, etc., while defining what is acceptable and what is not and what the expected outcomes are and what success looks like.
31. Describe any facility improvements you propose for the Wildcat Store and include how they would be funded and a timeline.

**Diversity, Equity, and Inclusion**

32. The AS is committed to diversity, equity, and inclusion. How would your company support the AS in this commitment?

**Sustainability**

33. If your company has sustainability goals or a sustainability report publicly available, then please provide that information
34. Provide examples of training and programs discouraging waste.
35. Explain sustainability practices around packaging and distribution efficiency.

**Creative Solutions**

36. Please provide your creative ideas for solutions in areas including but not limited to delivery, kiosk ordering, or promotions.

**Exceptions**

37. Please list any exceptions you have to the terms or requirements listed in the RFP.

## **ATTACHMENT 3 – FACILITY INFORMATION**

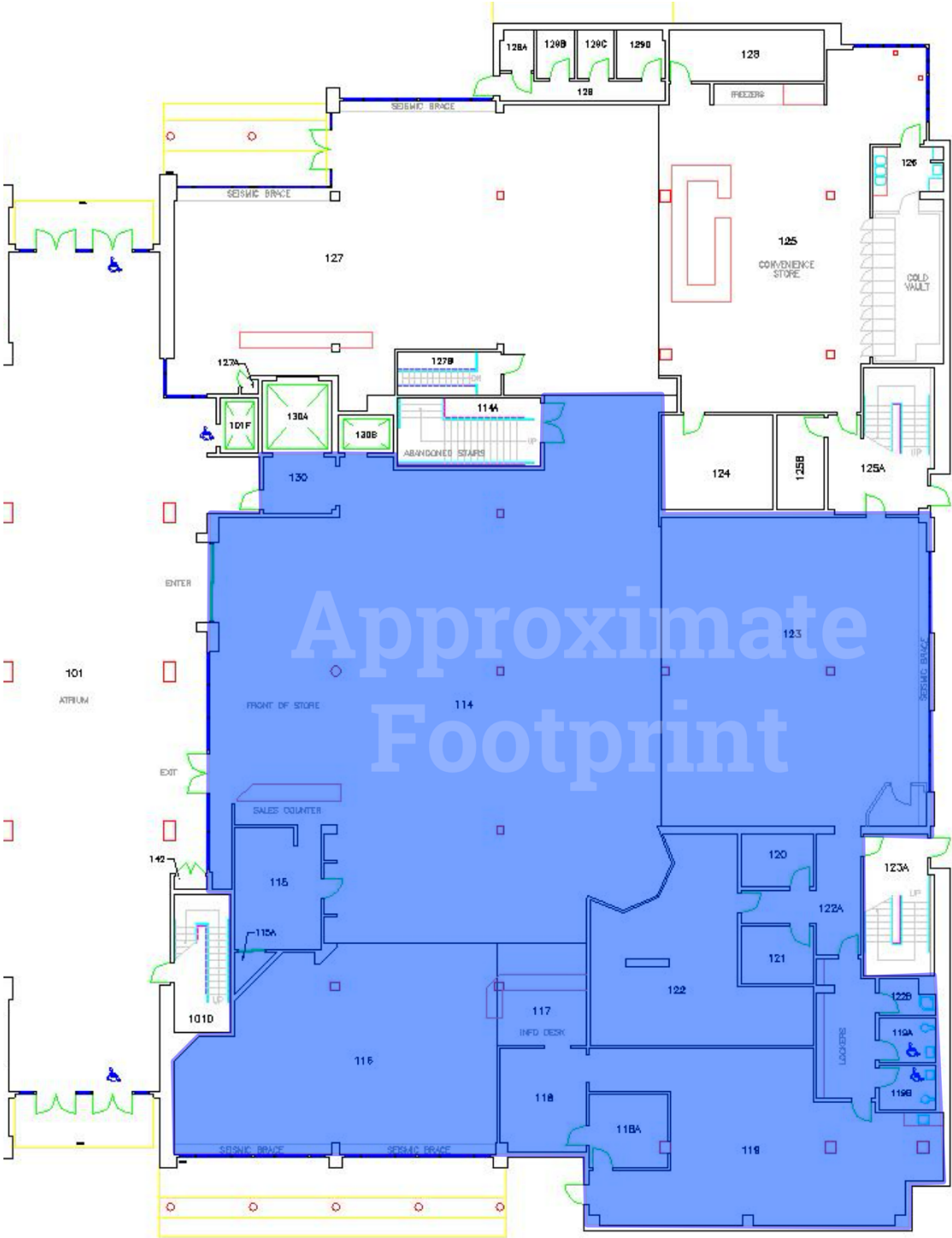
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Please note that beginning with the new Contractor, the Wildcat Store footprint will be reduced. The rooms in the Bell Memorial that will combine to create the updated Wildcat Store footprint are listed below:

114  
114A  
115  
115A  
116  
117  
118  
118A  
119  
119A  
119B  
120  
121  
122  
122A  
122B  
123  
130

This footprint equates to roughly 11,430 square feet. See the outline on the next page for more details.

The **approximate** footprint of the campus store is outlined in blue in the image below.



## **ATTACHMENT 4 – BIDDER CERTIFICATION**

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The undersigned certifies that they are an authorized representative of the Bidder identified below with the legal authority to sign this certification on behalf of the Bidder.

After carefully reviewing all of the specifications, requirements, terms and conditions of the REQUEST FOR PROPOSALS FOR CHICO STATE CAMPUS STORE OPERATIONS, created by the Associated Students, the undersigned agrees to furnish the equipment and services in accordance with the proposal herein submitted, or as mutually agreed upon during subsequent negotiation.

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Name

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Title

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Name of Company as Licensed

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Signature

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Date