

**Request for Proposal**  
**Online Bookstore Services**

**1. INTRODUCTION**

Pursuant to California Public Contract Code Section 10344, College of the Redwoods (the “College”) invites proposals from qualified respondents to provide virtual bookstore services to the College’s Eureka campus.

Interested respondents are invited to submit their proposals, which shall include one emailed electronic copy, to Julia Morrison, Vice President, Administrative Services at the address listed below. If the file is too large to be emailed, the proposal can be submitted on a thumb drive mailed to the address below.

Questions regarding this RFP may be directed to Ashley Mitchell, Manager, Dining Services and Bookstore at [Ashley-Mitchell@redwoods.edu](mailto:Ashley-Mitchell@redwoods.edu).

All proposals shall be received on or before: **December 12, 2024 @ 2:00 PM P.S.T.**

All responses to this RFP received by the specified deadline will be reviewed by the College for completeness, content, and qualifications. This Request does not commit the College to award a contract. The College expressly reserves the right to reject any and all proposals or accept all or part of any proposals. The College reserves the right to select the potential prospect whose qualifications, in the College’s sole judgment, best meet the needs of the College.

**2. CR HISTORY AND MAKE UP**

College of the Redwoods (CR) is a public community college located on the north coast of California. Serving one of the largest geographical areas in California, the district includes Del Norte and Humboldt counties, and parts of western Trinity County. Home to nearly 280,000 residents, the district covers almost 10,000 square miles. The District has an Educational Center in Crescent City and an Instructional Site in the Hoopa Valley to better serve the needs of the region.

The District was formed on January 14, 1964, by an election of Humboldt County voters. The educational goal of the District is to provide accessible and relevant transfer, career, and adult education of the highest quality. Approximately 6,000 students attend CR each year, resulting in about 3,000 full-time equivalent students. CR employs approximately 80 full-time and 250 part-time faculty, while the administrative, managerial, and classified staff include roughly 230 employees.

Degree and certificate programs are offered in liberal arts education, career technical fields, and health occupation and first responder fields. The District developed seventeen degrees for

transfer to guarantee a smooth transfer from CR to the CSU system. Cal Poly Humboldt, which resides within CR's service area, is by far the main 4-year institution to which CR students transfer. The most popular degrees received are liberal arts associate's degrees in Arts & Humanities and Behavioral and Social Sciences.

The District also has specialized, nationally or regionally accredited programs in Automotive Technology, Drafting and 3D Modeling, Construction Technology, Manufacturing Technology, CAD/CAM Manufacturing, and its Law Enforcement Academy. CR has award-winning paramedic and police academy programs. CR also offers non-credit courses and certificates and workforce and community education. In 2015, CR began to offer instruction to prisoners in the maximum-security Pelican Bay State Prison in Crescent City. CR also offers more than thirty percent of all instruction in an online modality.

CR students are facing the same serious challenges as college students throughout California. The District has recently taken significant actions to address students' food, housing, and mental health challenges. A food pantry and resource center was established to provide students with food, clothing, and other essentials. A room and board scholarship was established so that students facing housing challenges could reside in the residence halls. A mental health professional was contracted from outside the College to provide counseling to students in crisis. These efforts are helping, but the community strives for more support to help students meet basic needs so that they can succeed academically.

The current District physical environment consists of 3 main locations with additional leased facilities for off-site instruction. The main Eureka campus is 268 acres with 27 buildings that total 497,765 of GSF. The Del Norte site in Crescent City is 35 acres with 8 buildings that total 30,598 GSF. Shively Farm is a 36-acre site approx. 20 miles from the main campus and is a working farm with a residence and several outbuildings.

Around 2007, the District received information that many of its present buildings posed hazards to students because of their location atop fault lines. With financial assistance from the state, and in response to geological reports, the District opened its new Administration Building and Theater in 2012, Humanities and Science Buildings in 2013.

College of the Redwoods continues to improve with plans to build a 39,246 GSF Physical Education Gymnasium and Field House to replace the existing buildings that sits in an area of the campus identified as seismically insecure. The new buildings are designed to accommodate the needs of the College now and in support of the Education Master Plan in the future. The complex is to be constructed in an area that has been cleared by the California Geological Survey and is currently in the permitting process with the Division of the State Architect. The new buildings can be completed and occupied prior to the demolition of the existing building, which will be part of this project. The estimated total cost of construction is \$63.839 million.

### 3. RFP SCHEDULE OF EVENTS

RFP DUE DATE AND TIME: December 12, 2024 @ 2:00 PM P.S.T.

DELIVERY LOCATION: Electronically by email to: [Julia-Morrison@redwoods.edu](mailto:Julia-Morrison@redwoods.edu)

Or a thumb drive mailed to:  
College of the Redwoods  
Attn: Julia Morrison  
7351 Tompkins Hill Rd  
Eureka, CA 95501

PURCHASING CONTACT: Julia Morrison

E-MAIL: [Julia-Morrison@redwoods.edu](mailto:Julia-Morrison@redwoods.edu)

The following schedule has been established by the College for selection of a virtual bookstore provider.

<b>November 8<sup>th</sup>, 2024</b>	Transmittal of the RFP to potential prospects;
<b>December 3<sup>rd</sup>, 2024</b>	Final questions due;
<b>December 6<sup>th</sup>, 2024</b>	Responses to questions;
<b>December 12<sup>th</sup>, 2024</b> <b>@ 2:00 PM P.S.T.</b>	RFP Responses due;
<b>December 18<sup>th</sup>, 2024</b>	Evaluation of all applicants;
<b>January 7<sup>th</sup>, 2025</b>	Recommendation of the selected the Vendor(s) and approval by the College's Board of Trustees;
<b>January 8<sup>th</sup>, 2025</b>	Notification of RFP award;
<b>TBD</b>	Contract negotiations with the approved respondent.

This timeline may be revised as needed. Evaluations, selection and recommendation will be based on the respondent's RFP response and completeness of required submittal documents. If contract negotiations are not successful with the approved respondent, negotiations will commence with the respondent next selected.

To ensure each Vendor receives equal information in preparing their bid, Vendors are prohibited from directly contacting other District, College, or Foundation employees during the pre-submission process. No oral interpretations, clarifications or modification to the public bid documents are authorized on behalf of the College, and Vendors shall not rely on such interpretations, clarifications, or modifications in preparing their bids.

#### **4. INFORMATION AND GENERAL CONDITIONS**

##### **Definitions**

District, Redwoods, Foundation, and College refers to the Redwoods Community College District and the College of the Redwoods Foundation, including all employees, officers, and agents of the District. Vendor, Bidder, Responder, and Proposer shall be construed to include the Vendor and all employees, officers, and agents of said Vendor.

The term “gross revenue” shall be defined to be all revenue received from the gross sales of all merchandise sold in the College of the Redwoods virtual bookstore, and other locations, less refunds. Revenue shall be derived based on all sales to faculty, staff, students, or others whether online or through some other channel.

##### **Reports/Record Keeping**

The Vendor will provide the College with monthly reports of the Bookstore's monthly sales and gross revenue for the preceding period. The Vendor will provide a sample copy of the monthly report.

The Vendor shall maintain records of all sales, collections and inventories from College of the Redwoods operations, including Internet sales and other records as mutually agreed upon. All record keeping and accounting practices shall be in sufficient detail to meet requirements applicable to a California Community College and be consistent with best practices of the college bookstore industry and be in compliance with all Federal and State laws and regulations, GAAP financial recordkeeping reporting.

The Vendor shall provide audited financial statements for the College prepared by an independent Certified Public Accounting (CPA) vendor on an annual basis within sixty (60) days following the end of the College's fiscal year. Additionally, the Vendor will provide self-certified financial statements for the operations of the College of the Redwoods Bookstore within thirty (30) days following the end of the College of the Redwoods fiscal year (June 30). The Vendor and its CPA shall conduct random audits of the bookstore on a regular basis and report results to College's representatives.

##### **Advertising**

The College seeks to limit or eliminate commercial advertising across its campuses. Award of this RFP shall not create a right or expectation to place advertising on the College's property, websites, etc. The College may allow limited advertising on campus at the sole discretion of Vice President, Administrative Services or the President/Superintendent. The College has a strong interest in promotions on diversity, healthy lifestyles, environmentally safe products, and the importance of education. The Vendor may provide a summary of advertising or promotions proposed under this RFP.

### **Billing and Payments**

The Vendor shall pay all applicable local, state and federal taxes, in force or enacted. The District shall not be responsible for any debts or deficits incurred by the Vendor

All deliveries are to be accompanied by itemized, dated, priced written invoices referencing the PO number for the respective fiscal year term and service area. All statements must reference the PO number and are to be in “PDF” format and emailed monthly to the following email address:

[Accounts-Payable@Redwoods.edu](mailto:Accounts-Payable@Redwoods.edu)

### **Security Deposit**

The College shall not pay a security deposit.

### **Computer Interface**

The District seeks to leverage the industry’s latest hardware and software technology to the greatest extent in making secure data transactions while systematizing and managing bookstore sales and operations. The District operates the Ellucian/Datatel Colleague software application.

Describe the highlights of your firm’s plans to implement the industry’s best hardware and software technology.

Describe your firm’s experience in following the National Institute of Standards and Technology (NIST) security guidelines and the Federal Information Security Management Act (FISMA).

Describe your firm’s experience in operating other Virtual Bookstore Services Contracts with a successful interface between your firm’s computer system and Ellucian/Datatel Colleague software.

Alternatively, without the experience of having existing clients with an Ellucian/Datatel interface, describe your firm’s willingness and ability to develop this as part of the services you may provide to the District.

Describe your firms experience with Security Assertion Markup Language (SAML) authentication, Higher Education Community Vendor Assessment Toolkit (HECVAT), and System and Organization Controls 2 (SOC 2).

### **Service Personnel and Vehicles**

Service personnel shall conduct themselves in a professional manner and shall abide by the College’s policies and procedures. If the President/Superintendent instructs the Vendor in writing that a specific employee of the Vendor is not welcome at the College (persona non grata) due to violations of the College’s policies and procedures, the Vendor shall not assign that employee to return to the College for any reason.

### **Technology**

The Vendor shall implement the latest electronic and technological innovations for students and other customers to order books.

The Vendor will provide a high quality, interactive website to include a secure server for the purchase of books and academic materials electronically.

A proven, leading edge online store for the virtual bookstore that will deliver efficient services and capture necessary data. Specifically, the online store will be able to process all sales, accept credit and debit card transactions, vouchers, and process a wide array of financial aid/in-house credit card payments. The online store shall tie together information captured at the time of sale with inventory functions to provide managers with up to the minute visibility of store operations including inventory, accounts receivable trade book ordering/availability, and other relevant management functions and reports such as sales trend reporting and others as mutually agreed upon.

The Vendor shall at no charge, handle various types of student vouchers, credit cards and debit cards. At a minimum the Vendor will accept Visa, Discover, and Mastercard, and will pay all merchant charges and other costs associated with acceptance of these credit and debit cards, and will not charge students an extra fee for accepting credit and debit cards. The Vendor shall also provide for the special handling, tracking, and paperwork in order to accommodate these students.

### **Commencement**

The Vendor will consider any services required by the District for regalia, announcements, and other commencement items. Vendor will partner with the leading suppliers of regalia in providing cap and gown rentals and sales to seniors graduating, as well as faculty and administrators involved with commencement activities.

### **Pricing**

Prices to be charged for goods and services are to be determined by the Vendor, but the District has the right to request review, and the reconsideration of prices judged to be excessive and the Vendor agrees to disclose actual cost of any item(s) reviewed.

## **5. PROPOSALS AND SOLUTIONS**

Describe in detail how the Vendor will address the District's Online Bookstore services program needs as outlined in this RFP. All proposers shall provide in this section the following information and documents with their proposal.

A description of your standards of Customer Service. How you plan to serve all the District's educational locations. Provide examples through case studies, training manuals, or other documentation that demonstrates your Vendor's commitment to: organization; product presentation; employee training; management effectiveness; sales increases; measured performance reporting; measured marketing/advertising results

Describe customer service capabilities for students, faculty and staff, including available modes of contact (i.e. phone, email, chat). If applicable, describe your call center / customer service operation, including phone call handling capacity, staffing, agent training, language capabilities, and hours of operation.

How large is your Vendor's book adoption database, how frequently is it updated, and does it include prices of title? Describe the search functionality of the database from a student and faculty perspective. Outline your Vendor's processes for acquiring textbook and related course materials for the District.

Explain how calculations are made to set the selling price of course packets and all textbook formats made available including the following: new print, used print, eBook, and rental. It is important that the proposal include educational discounted products and services.

Outline your Vendor's book and material delivery methods, available carriers, shipping options, costs, and all shipping promotions. Lowest shipping costs for students is crucial. Describe the timeliness and accuracy with which your Vendor processes orders for shipping. Provide metrics on performance in regards to timely and accurate shipping.

Describe your Vendor's online bookstore ordering system. Describe the bookstore website and ordering process, including, but not limited to, the following elements: ease of ordering, ability to embed customized messages, real-time advisement of stock availability, estimated delivery time, customer support information, order acknowledgement, and order tracking.

Describe any resources for faculty and staff for making textbook adoptions. What support and training are given to staff and faculty while making adoptions.

Provide details on your Vendor's Open Education Resources program and how you will assist in adoptions of low-cost alternative content.

Describe the technologies and related infrastructure your Vendor has available to successfully operate an online bookstore. What is the online bookstore's capacity, and how do you protect the security of student/customer information? Describe your experience operating other online bookstores with a successful interface between your system and Ellucian/Datatel Colleague Financial Management software. Alternatively, without the experience of having existing clients with an Ellucian/Datatel interface, describe your Vendor's willingness and ability to develop this as part of the services you may provide to the District.

Describe your Vendor's system to accept financial aid data, accept payment for student orders with financial aid, and the invoice reconciliation process including the timing of billing.

Provide details on your Vendor's textbook rental program to include length of use to customer, pricing, and penalties.



Describe your Vendor's returns, refunds, and buyback policies. Describe buyback policies and programs to purchase used books from students. Outline the mechanics of the buyback process. Describe how much you pay students as a percent of new selling price.

Provide description on how eBooks are verified as accessible before being issued to students.

Provide details on the student marketing plan that will ensure student ordering from the online bookstore.

Describe your Vendor's Publisher relations and your abilities to handle unique publisher programs.

Provide information on your Vendor's processes to distribute ancillary materials such as photocopied "Course Packs" syllabi, etc. including your capability to obtain copyright clearance and duplicate these types of items. Do you support the digital delivery of course packs? Describe how you calculate a price for both print and digital items.

## **6. INSTRUCTIONS FOR SUBMITTING PROPOSAL**

The College intends to select the Vendor that best meets the needs of the College as described in this Request for Proposal.

### **Receipt of Proposal**

All proposals shall be delivered electronically to Julia Morrison, Vice President, Administrative Services of the College by the time and date and in the manner specified in this Request for Proposals.

### **Acceptance or Rejection**

The Board of Trustees may accept the proposal for the selected respondent. The Board of Trustees reserves the right to reject any and all proposals, or any or all items of any proposal.

### **Proposal Form Requirements**

All proposals must be typed. No corrections can be made after the time for submitting the proposals.

### **Assignment Prohibited**

No contract awarded under this proposal shall be assigned except with the written approval of the Board of Trustees. Any attempted assignment in violation of the provision shall be voided at the option of the Board.

### **Federal or State Regulations**



The proposal and any contract entered into are subject to all applicable statutes of the United States and of the State of California and all applicable regulations and orders of the Federal and State governments now in effect or which shall be in effect during the period of such contract.

### **Non-Discrimination**

The Vendor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, religion, age or non-job related handicap or disability.

### **Insurance**

The Vendor shall provide evidence of adequate liability and professional liability insurance, as determined by the College.

## **6. PROPOSAL REQUIREMENTS**

All materials submitted to the College in response to this Request for Proposal will remain property of the College. Please provide in your proposal the following specific information:

1. A current annual financial report prepared within the last twelve (12) months.
2. A list of at least five (5) of your current accounts, addresses, and point of contact in California.
3. A chart of your organization. Define how you are organized (Corp., LLP, etc.) and any parent or controlling entities or individuals.
4. Description and location of your office(s) that would service this account including any warehouses.
5. A brief resume of the supervisor and manager that would be assigned to this account.
6. A formal description of your standards and policies for your employees, including the basis on which they are paid and related benefits.
8. A list of style, make, and model of any equipment you propose to provide that would enhance the student experience.
9. Provide a strong marketing value of brand association.
10. Submitted proposals must be dated and signed by an authorized representative of your organization.
12. Proposals are requested as specified. If the description of your offer differs in any way, a detailed explanation must follow.

## **Investment Proposal**

Provide a complete Investment Proposal. The College is seeking the lowest cost for all products and services described in this RFP. Therefore, it is critical that Vendors respond with their lowest bid.

All proposed pricing must include an annual commission unrelated to sales and an annual commission based on a percent of sales.

What commission percentage of total gross sales, less sales tax, do you guarantee to pay to the District on a monthly basis during each year of the contract period?

Vendor shall, for each contract year, provide \$5,000 or more in cash, made available to the District's Office of the Superintendent-President, to be used at the District's discretion.

What annual minimum guaranteed commission do you propose to pay the District during each year of the contract period as a naming opportunity consistent with the college's facilities/education plan?

Are there other revenue sources/opportunities?

## **Refund Policy**

Vendor shall identify and implement a refund and exchange policy for general merchandise, which must have the prior written approval of the District's Chief Business Official. College of the Redwoods Online Bookstore will issue full purchase price refunds for textbook and course-related supply returns under the following conditions:

All books and course-related supplies must be returned by mail in unopened, original, saleable condition within ten (10) business days of purchase. Items sold in shrink-wrap must be returned unopened to receive a full refund. At the discretion of Vendor, a used book refund may be available for shrink-wrapped items that have been opened.

The customer must have a receipt to receive a refund. Purchases made on a credit or debit card must be refunded to the same credit or debit card. At the discretion of Vendor, where the customer has lost a receipt or the credit or debit card account is no longer active, a College of the Redwoods Online Bookstore credit may be issued to the customer for the amount of the refund in lieu of credit card refund.

## **Marketing Plan**

Vendor will provide the District with a formal, detailed marketing plan within 90 days of the award of this RFP and on or before December 1 of each contract year when the plan shall be updated. The marketing plan shall address items currently for sale in the bookstore and any new items proposed by Vendor. Such plans shall target year-to-year result of increasing sales.

### **Customer Service**

The District's goal for this contract is to provide extraordinary customer service to its students. Vendor shall adopt this same philosophy and have a sincere interest in service with pride. Additionally the Vendor should be sensitive and responsive to the needs of both students and faculty, and be compatible with the educational and cultural objectives and atmosphere of the College. In particular, providing high quality service to the District's sites located away from the Eureka main campus is an important priority.

### **Retail Selling Prices**

On new textbooks, e-books, e-course packs, course packs, text "packages," "kits," "sets," "bundles," and non-returnable and return-restricted texts and trade books, not more than the publishers' list price, or a 25% to 28% gross margin (for example, cost divided by .75, inclusive of restocking fees and return penalties) on net price books and list price books sold to Vendor at less than a 25% discount off list, plus a freight pass-through.

On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices. District and Vendor agree that the sale of used textbooks will benefit the students, and every effort shall be made to offer as many used textbooks as is possible.

### **Textbook Buy-Back**

Vendor shall re-purchase used textbooks from students.

Vendor shall provide an on-site representative to handle payment and receiving during buyback periods.

Used textbooks, in good condition, shall be repurchased at the buy-back price of not less than 50% of the retail price if Vendor has determined that the textbooks are necessary for the following academic term and that current stock levels require book purchases.

### **Textbook Adoptions**

Vendor's representative(s) shall maintain close communications with the College's bookstore representative and administrative staff to ensure a regular and timely exchange of information on required texts and supplemental material utilized by the faculty.

Vendor shall develop and enhance electronic systems for updating class registration information to optimize the correctness of the number of textbooks ordered for each course.

District staff shall complete and submit textbook adoptions to the Vendor in a timely manner.

Vendor and District shall make every effort to ensure that the Vendor receives the necessary textbook adoption information at least seven (7) weeks preceding the beginning of a new term. The District may change the textbook adoption deadlines at any time during the contract term.

Vendor shall ensure that stock levels are sufficient to provide books to all students registered in accordance with the class enrollment figures provided by the District, including students at District's sites located away from the Eureka main campus.

### **Stock-Outs**

Stock-outs are unacceptable. Vendor shall ensure that textbooks are available for all registered students.

Any quantity of textbooks needed, but not in stock at the required time (where sufficient notice was given), will be ordered/shipped “next day or second day air” at Vendor’s expense to assure prompt textbook availability for the students.

### **Financial Aid**

Vendor shall be prepared to, during the term of this contract; grant credit to students who receive financial aid in accordance with District procedures. The District may, at some point in the near future, provide Vendor with access to student's financial aid award balances, and Vendor shall be responsible for posting charges against these balances. Credit shall be limited to books and/or supplies as specified by Financial Aid, Grant, or Agency. A valid invoice for payment must include all required back-up documentation to be considered complete.

The preceding sections shall contain only the information requested. If the Vendor desires to present additional information, such additional information shall be presented in this section of the public bid. If there is no additional information to present, indicate, “There is no additional information to present.”

## **7. EVALUATION AND SELECTION PROCESS**

### **Selection Process**

The College’s selection committee will receive and review proposals. The committee will select the preferred Vendor for recommendation to the College Board of Trustees. The College's Board of Trustees will vote to approve or deny the selected Vendor.

If the contract is awarded, it will be to the responsible Vendor whose bid is deemed by the College to be the lowest bid and whose bid meets the needs of the College. This public bid does not obligate the College until the execution of a written contract in a form approved by the College at its sole discretion. Upon approval of a contract, the Contract is effective from the date approved by the District’s governing board. The College shall not be responsible for work done, even in good faith, before board approval of the Contract is effective.

The award shall be for a contract of not more than five years with no automatic renewal at the end of the contract term.

Upon acceptance of a bid, the College shall, officially notify the successful bidder of said acceptance. If the successful bidder refuses or otherwise fails to sign the contract or provide documentation such as insurance binders, required by the College within ten (10) business days

of receipt of the notice of award, the College shall have the right to rescind the award of the contract.

The College shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a bid in response to this public bid or otherwise in connection with this public bid or its modification, postponement or cancellation. All bids become public records and are the property of the College upon submission.

The following criteria, in no particular order, will be used in evaluating and selecting the prospective the Vendor(s):

Evaluation Criteria	Maximum Score
<b>Experience</b> Respondent and proposed team’s experience in providing online bookstore services.	10
<b>Proposed Pricing</b> Evaluation of the proposed cost/pricing structure of all textbooks, eBooks, book rentals, bulk book orders, and shipping promotions.	30
<b>Proposed District Compensation</b> Evaluation of proposed compensation to the College. Value of other partnership contributions to which a direct dollar and benefit can be factored in or assigned, such as scholarships.	30
<b>Responsiveness to RFP</b> Responsiveness to the requirements of this RFP.	30
<b>Maximum Score</b>	100

**Bid Validity Period**

The bid shall remain valid for at least 60 days after submission.

**District Right of Rejection**

The College reserves the right to accept all or part of any bid or to cancel in part or in its entirety to this public bid.

**Disputes**

Any disputes will be attempted to be resolved by informal mediation. The venue for any dispute shall be Humboldt County Superior Court and no other place.

## **Bid Protest**

Any bid protest must be in writing and received by the College before 2:00 p.m. no later than three (3) working days following bid opening and shall comply with the following requirements:

- The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
- The party filing the protest must have submitted a bid for the project. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- The protest must include the name, mailing address, telephone number, and email address of the person representing the protesting bidder.
- The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the College before 5 p.m. no later than six (6) working days following bid opening and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
- If a Vendor believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Vendor must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the Vendor believes to be protected from disclosure. The Vendor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Vendor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The College will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Vendor is hereby notified that the College may be required to consider all or parts of the offer public information under applicable law even though marked confidential.