EXCERPT OF THE MEETING OF THE

IMPERIAL COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

March 13, 2002

M/S/C Keithly/Wong
Resolution No. 12384: AWARDING OF BOOKSTORE BID FOR OPERATION OF IVC BOOKSTORE

WHEREAS on January 23, 2002 the District invited bids from vendors for the operation of the IVC Bookstore; and

WHEREAS Follett Higher Education Group has submitted the most beneficial proposal for the students and the district.

NOW, THEREFORE BE IT RESOLVED that the Superintendent/President and/or the Vice President for Business Services consummate a contract with Follett Higher Education Group for operation of the IVC Bookstore commencing June 1, 2002 and ending on May 31, 2007, with two five-year options for extension based on a favorable performance evaluation by Imperial Valley College; and

BE IT FURTHER RESOLVED that the District expresses its sincere appreciation to Aztec Shops, Ltd for their 12 years of service to Imperial Valley College Students and Staff.

I hereby certify that the above is a true and correct copy of a portion of the minutes from the meeting of the Imperial Community College District Board of Trustees.

electronic commerce) to select vendors of, buy, sell, and distribute merchandise and services traditionally offered in college and university bookstores, including but not limited to, textbooks, class rings, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by College during the term of this Agreement. This Section 6.3 does not prohibit occasional sales by student groups or student government organizations that do not materially impact Store sales.

6.4 College grants Follett the right, subject to College's published standards, to use the
College's seal, logotype, and associated trademarks and service marks on stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores.

6.5 Follett shall be responsible for daily cleaning, including provision of janitorial equipment
and supplies, of the Store's interior, and cleaning, maintenance and minor repairs of wall
and floor coverings, furniture, fixtures and equipment.

6.6 Follett shall cooperate with College in providing Store security, theft prevention, and
emergency procedures in case of fire or casualty. In cooperation with College Security, Follett shall create and maintain a Store security plan acceptable to College for textbook buyback, rush and other special events.

6. 7 Follett shall not cause College's students, faculty, or staff suspected of theft or
disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation and approval by College. Follett will follow the disciplinary guidelines and policies of College.

6.8 In its operation of the Store, Follett shall pay its bills to College and to third to

by applicable College regulations
and policies. College shall provide Follett with copies of applicable policies, and timely
inform Follett of any changes.

6.12 Follett shall abide

by all and laws applicable its operation,
ng, but not limited to, applicable sanitation, safety and fire codes, and any other
egulations and ordinances that apply to Follett's operations. Without limiting the
lity of the foregoing, Follett shall at all times comply with the ADA in making the Store Upgrades, placing fixtures, merchandising, and in the of its personnel.

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6.13 In performing this Agreement, Follett shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.

6.14 Follett shall be responsible for any loss or damage to property owned by College or others that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.

6.15 Follett will make its corporate representatives reasonably available to College to discuss and resolve any operational issues.

6. 16 Follett will offer College faculty and staff a 10% discount on all purchases over $1.00, excluding textbooks, sale merchandise and academically discounted software. Follett will
offer all College departments a 20% discount on purchases of supplies over $1.00, excluding sale merchandise and academically discounted software.

6.17 Follett agrees to provide $5,000 in textbook scholarships per year during the term of this Agreement. Scholarships shments

7.2 College reserves the right, after consultation with Follett, to establish or change the
service hours, plans or other methods of operation of the Store.

7.3 College may prohibit sale of any item at the Store it finds offensive or inappropriate.

7.4 If at any time College is dissatisfied with Follett's performance under this Agreement,
College shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. College may require a review meeting to prepare the corrective action.

7.5 College shall provide the following services to the Store in accordance with College's
building standards:

a) Security in the same manner provided for other College campus buildings;
b) Internal and external building maintenance, including, but not limited to,
plumbing, electric, light bulbs, HY AC and other mechanical systems, fire
protection, roof membrane and structure, walls, windows and doors.
c) Pest control services on the regular College schedule;
d) Lost and found service as regularly provided by College;
e) Parking for Follett's full-time employees in common with other authorized
parkers in a location approved and provided by College (Follett's employees
must abide by all applicable parking regulations);
f) On-campus telephone service including all equipment and lines (Telephone toll
charges to be at Follett's expense); and
g) Building standard utilities.

7.6 College will cooperate with Follett, and will cause its faculty and staff to cooperate with
Follett, in the timely solicitation of accurate textbook adoption information. Follett will
provide College with periodic reports of late in 0.026 Tc 3.362 0943ff or.999 0 Tard i Coly,5h .0101 5 Tc - 0 440 11.4

7 .10 Textbook orders should be placed in ample time for the books to arrive well in advance of registration. Upon receipt of textbooks, instructional divisions should receive notice, through approved campus channels, of quantities available. If information is received
from a textbook supplier that a book is back-ordered or unavailable, a report of the
problem should be made to the instructional division immediately.

7.11 Approximately ten (10) working days prior to the beginning of a semester, Follett management shall make a comprehensive report to each instructional division confirming
quantities on hand and giving notice of existing or anticipated shortages, along with
actions undertaken to resolve the shortages before the semester begins. -30.84.734 0 Td (a 0 0 i812.520Tj 0.0301 T

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2. Follett will purchase new textbooks not adopted for the next academic
term, or adopted but in excess of course requirements, at the current wholesale price.

b) Used Textbooks
1. Follett will purchase used textbooks adopted for the next academic term in
quantities not exceeding course requirements at 50% of the current new
text selling price.
2. Follett will purchase used textbooks not adopted for the next academic
term, or adopted but in excess of course requirements, at current wholesale
pnce.

c) Trade, Reference and Technical Books ("Trade Books")
1. Follett will purchase Trade Books that have been purchased during the
past academic year and are returnable to the publisher at standard industry
discounts or cost.
2. Follett will purchase Trade Books not meet meet15 Tc 3.9 0 Td (industry)Tj 0.0214 T

store operations for 5 years, and will make them available for review, audit and verification by College at the Store upon

13. lndepe11de11t Contractor Status. The relationship of the parties is that of independent contractors, and