



Shelton State Community College will receive proposals in its Purchasing Office, Room 1720, until **September 3, 2021, at 10:00 a.m.**

**Submit bid proposal to the following:**

**Bid Number** 7-21-SS  
**Attention** DeLane Bailey  
Shelton State Community College  
9500 Old Greensboro Road  
Tuscaloosa, AL 35405

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1. "All bids shall be sealed when received." (Alabama Code § 41-16-54) Bids delivered by the vendor, United States Postal Service, Federal Express, UPS, or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location. The bid should be addressed to the following:

DeLane Bailey, Associate Dean of Business Services  
Shelton State Community College  
9500 Old Greensboro Road  
Tuscaloosa, AL 35405

2. Bids must be received prior to the bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten, or computer generated in the appropriate space(s) on the form(s). An authorized company representative must sign the bid in ink.
4. Prices/Commissions submitted on the bid must remain effective for the term of the contract awarded.
5. Shelton State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institution. Bids will be awarded in a manner which appears to be in the best interest of Shelton State Community College.
6. This proposal is to be made without connection to any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. The responsibility of determining the acceptability of any products offered rests solely with Shelton State Community College.
10. Successful bidder will be required to submit a copy of general liability (umbrella) insurance. The copy must show amount limits for automobile, workers' compensation, etc. (applicable for the delivery of materials, supplies, etc.).
11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
12. Successful bidder must provide a copy of current state, county, or city business license, general contractor's license, or applicable license as required by law.
13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for suitability with respect to its operations, delivery method, installation, and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities

will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation, and set-up as requested in the bid.

14. All bidders are required to complete a Disclosure Statement. Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to Shelton State Community College.
15. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal. The successful bidder must comply with Alabama Act 2011-535 and agrees to submit a notarized *Affidavit of Alabama Immigration Law Compliance* as well as an *E-Verify Memorandum of Understanding (E-Verify can be found at [www.uscis.gov](http://www.uscis.gov))*.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to DeLane Bailey, Associate Dean of Business Services, Shelton State Community College, 9500 Old Greensboro Road, Tuscaloosa, AL 35405, at least seven (7) days prior to bid opening. Questions can also be submitted via email to [dbailey@sheltonstate.edu](mailto:dbailey@sheltonstate.edu).
18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified. References in the specifications to name brands, catalogue numbers, etc., are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which equal the specifications.
19. Payment shall be contingent upon Shelton State Community College's inspection of and satisfaction with completed work or materials.
20. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to Shelton State Community college's satisfaction by the successful bidder at no additional charge. No payments on partial shipments will be made until all items have been received in good condition.

**21. ANY CONTRACT AWARD AS A RESULT OF THIS BID SOLICITATION SHALL INCLUDE THE FOLLOWING TERMS:**

- Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
- It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

- The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Shelton State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Shelton State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court which are situated in and/or covering Tuscaloosa County, Alabama.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
- These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
- As an entity of the State of Alabama, the parties recognize and agree that Shelton State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
- In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
- In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
- This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
- By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
- This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.
- In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity

based in or doing business with a jurisdiction with which this state can enjoy open trade.

22. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
23. Shelton State Community College will not accept prepay terms for the items and services in this bid.
24. Quantities listed on the specifications sheet are believed to be correct. However, Shelton State Community College reserves the right to alter or vary the quantities for a period of ninety (90) days from the bid opening.

## **NONRESIDENT BIDDER INFORMATION**

41-16-57

(b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:

(1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

(2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.

(3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

**BID PROPOSAL FORM**

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

of \_\_\_\_\_  
(City and State)

Hereinafter, called "Bidder," a corporation, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as:

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TO: Shelton State Community College  
9500 Old Greensboro Rd.  
Tuscaloosa, AL 35405  
Attn: DeLane Bailey

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**\*FINANCIAL PROPOSAL \$** \_\_\_\_\_

**FEDERAL IDENTIFICATION #** \_\_\_\_\_

\*Please provide as much detail about your bid as possible by adding additional pages as necessary. Please complete the bid packet providing a proposal that best represents your offering.

**7-21-SS**  
**BID CERTIFICATE**

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

\_\_\_\_\_  
Firm or Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number                      Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Name of Company Representative  
(Please Print)

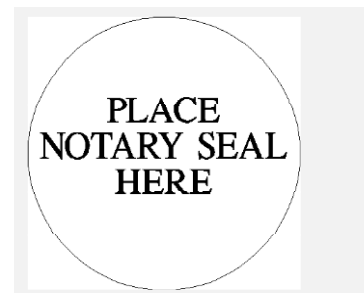
\_\_\_\_\_  
Signature of Company Representative

**BID CERTIFICATE MUST BE NOTARIZED**

Sworn and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date my commission expires







# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER  
(     )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER  
(     )

This form is provided with:

- Contract   
  Proposal   
  Request for Proposal   
  Invitation to Bid   
  Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes   
  No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
  No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

**THIS VENDOR CERTIFICATION FORM HAS TO BE COMPLETED AND RETURNED IN ORDER TO MEET SPECIFICATIONS OF BID**

**VENDOR CERTIFICATION BY  
ALABAMA DEPARTMENT OF REVENUE**

**GENERAL INFORMATION:**

Shelton State Community College considers all vendors to be valuable assets in fulfilling its education, health, research, and service missions. As such, vendors should conduct their business openly, fairly, and honestly. All vendors are expected to fulfill their contractual commitments to the College in terms of cost, delivery, and quality of products and services. The College procurement contracts are a matter of public record, and they are based upon formal competitive bids or good faith negotiations between the College and the vendor. Failure to fulfill contractual commitments can jeopardize a company's status as an acceptable College vendor.

***The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:***

***Certification Pursuant To Act No. 2006-557***

*Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.*

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**COMPANY NAME**

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**SIGNATURE OF RESPONSIBLE PARTY**

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**PRINT: NAME, TITLE**

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**DATE**

**The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services:**

***Certification Pursuant To Minority-Owned Business***

*Alabama law (Section 25-10-3, Code of Alabama 1975) provides a definition of minority-owned businesses. Bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in Section 25-10-3, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise shall acknowledge this status by signing this certification.*

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**COMPANY NAME**

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**SIGNATURE OF RESPONSIBLE PARTY**

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**PRINT: NAME, TITLE**

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**DATE**

**AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (9a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by Shelton State Community College to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from Shelton State Community College. Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

**State of Alabama:**

**County of \_\_\_\_\_:**

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor of Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and have affixed below said Contractor or Grantee's E-Verify Employment Eligibility Verification User Identification Number confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
**E-Verify Employment Eligibility Verification User Identification Number**

\_\_\_\_\_  
**Signature of Affiant**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

I certify that the affiant if known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

**TO BE RETURNED TO SHELTON STATE COMMUNITY COLLEGE**

## ATTACHMENT

### RFP Transmittal Format

All proposals submitted are required to include the following:

1. Amount of contract as required in Part III, Items A-B (p 16).
2. Offer of student tuition/book scholarships or student books only scholarships per semester as required in Part V, Item T (p 19).
3. Certificate of insurance verifying minimum coverage identified in this document as required in Part VIII, Item D (p 22).
4. Statement of pricing policy and refund policy for new required hard cover and paperback textbooks, other paperback and hard cover trade books and used books as required in Parts X and XI (pp 24-26). Statements must include, but are not limited to the following:
  - a. Disposition of freight charges (i.e. whether they will be passed on to the customer, if so, in what manner – or if they will be absorbed by your company).
  - b. Schedule of payments in the purchase of textbooks and non-textbooks from students; and,
  - c. Description of used book buy-back program for the College.
5. Statement of current hardware and software along with description of how it interfaces with the Ellucian Banner computing system as required in Part VII, Item H (p 20).
6. Explanation of the current process which allows for online purchases and describes the capability of your software to allow for purchases to approved programs utilizing a declining balance system to prevent charges in excess of financial aid as required in Part X, Items E, F, and G (p 25).
7. Copy of the company's annual financial report certified by an independent accounting firm as required in Part XIII, Item C (p 27). A company's financial stability may be a decisional factor with respect to any award resulting from this request for proposal.
8. References as required in Part XV (p 28).
9. Bid Certificate (p 8).
10. Certification Pursuant To Minority-Owned Business (p 12).
11. Disclosure Statement (pp 9-10).
12. Affidavit of Alabama Immigration Law Compliance (p 13).

## General Information

### 1. Location of Shelton State Community College:

Shelton State Community College, (hereinafter referred to as the College), is a two-year public community college located in Tuscaloosa, Alabama, and is one of the largest two-year colleges in the state.

### 2. Academic Terms:

Shelton State Community College operates on a semester system.

### 3. Programs at the College:

The College Catalog is available at:

<https://www.sheltonstate.edu/admissions-financial-aid/becoming-a-student/college-catalog/>

### 4. Bookstore Operations/Sales:

<u>Year</u>	<u>Sales</u>
2018 (4/1/2018-3/31/2019)	\$1,788,260
2019 (4/1/2019-3/31/2020)	\$1,608,478
2020 (4/1/2020-3/31/2021)	\$1,022,637

### 5. Bookstore Location:

Martin Campus  
9500 Old Greensboro Road  
Tuscaloosa, AL 35405

### 6. Head Count:

Total Unduplicated Head Count:

	FALL	SPRING	SUMMER
2018-2019	4,355	3,968	3,152
2019-2020	4,204	3,907	2,681
2020-2021	3,743	3,414	2,594

**Specifications:**

**I. Purpose**

The College, an independent education institution chartered by the Legislature of the State of Alabama, desires to solicit sealed proposals from qualified sources to establish a contract through competitive negotiations for the comprehensive management of bookstore operations for the College.

For ease of reference, each organization submitting a response to this bid invitation will hereinafter be referred to as an Offeror. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a Contractor.

**II. Period of Contract:**

The contract, beginning on or soon thereafter December 1, 2021, shall be for a period of ten (10) years. Either party to any contract resulting from this solicitation shall have the right to terminate such contract upon 120 days written notice to the other party.

**III. Amount of Contract:**

The Contractor shall pay the College according to the following schedule:

- A. A guaranteed minimum, which shall be paid in quarterly installments on or before the 15<sup>th</sup> of the month, in which the first payment will be due on or before April 10, 2022, regardless of net sales or revenue.
- B. Commission: The Contractor shall pay to the College a commission percentage based on net sales as defined herein. The Contractor shall specify this commission percentage in its Proposal.

**IV. Statement of Needs:**

The Contractor shall furnish all resources as may be required to direct, manage, and operate a bookstore location identified herein for the purpose of providing comprehensive bookstore services to the College.



**V. General Requirements:**

A. The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, nor enter into any obligation or commitment on the other party's behalf.

B. This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Alabama, and is subject to change or cancellation due to changes in federal, state, and local laws, regulations, policies, or in changes in the policies of the Alabama Community College Board of Trustees or Alabama Community College System Office.

C. The Contractor shall have the sole and exclusive privilege of and responsibility for operating and maintaining the bookstore facilities on the grounds of the College for the purpose of selling all course books, materials, tools, supplies, etc. However, the College reserves the right to offer students Open Educational Resource (OER) materials at no or minimal cost outside of and in exclusion to the operations of the Contractor.

D. The Contractor shall operate the bookstore in accordance with the highest standards and commercial practices in the college/university bookstore industry.

E. The College bookstore shall have hours of operation that facilitate students, faculty, and staff purchasing necessary items. Current hours of operation are as follows:

Monday – Thursday	7:30 a.m. – 5:30 p.m.
Friday	8:00 a.m. – 12:00 p.m.

During the contract term, hours of operation may be subject to change as mutually negotiated and agreed upon between the Contractor and the Dean of Business Services or his/her designee to meet student demands. Extended store hours, possibly including weekends, shall be required during registration periods.

The Contractor shall operate the bookstore twelve (12) months per year, and the name of the bookstore will not change. The bookstore's normal hours of operation and holiday closing schedule must be as approved in writing by the College. The hours of operation during registration periods, the first two (2) weeks of classes, and all special campus events shall be extended to coincide with demand.

F. The Contractor shall conduct all of its business operations related to the College in its own name and shall not bind the College in any way. The Contractor shall not represent, expressly or implied, that it is an agency of the College or act on behalf of the College. The Contractor will make all contracts in its own name and will be responsible for any goods purchased by the Contractor or for any other obligations or liabilities assumed or created by the Contractor. Purchase, delivery, storage, and payment considerations related to the campus bookstore operations shall be at the sole risk and expense of the Contractor.

G. The Contractor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

H. The Contractor shall abide by all federal, state, and local laws applicable to its operation, including but not limited to, applicable sanitation, safety and fire codes, and any other laws, regulations, and ordinances that apply to the Contractor's operations. Without limiting the generality of the foregoing, the Contractor shall at all times comply with the ADA in making any bookstore upgrades, placing fixtures, merchandising, and in the employment of its personnel.

I. The Contractor shall pay all business license fees, ad valorem taxes, workers compensation insurance, unemployment compensation, and any and all other taxes that may be imposed upon or as a result of operation of the bookstore by the Contractor.

J. The Contractor 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 or any other protected classification.

K. The Contractor shall cooperate with the College in providing bookstore security, theft protection, and emergency procedures in case of fire or casualty. In cooperation with College security, the Contractor shall create and maintain a bookstore security plan acceptable to the College for textbook buyback and other special events.

L. The Contractor shall not cause the 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 of the College. The Contractor will follow the disciplinary guidelines and policies of the College.

M. The College shall have the right of prior approval of any and all signs, posters, or other bookstore advertisement placed on College premises.

N. The College reserves the right, after consultation with the Contractor, to establish or change the service hours, plans, or other methods of operation of the bookstore.

O. The College's representative with the Contractor shall be the Dean of Business Services or his/her designee. The Contractor's representative in all business with the College shall be the Contractor's bookstore manager.

P. The College will name a representative authorized to advise the Contractor of the College's approvals, consent, and instructions under this Agreement.

Q. If at any time the College is dissatisfied with the Contractor's performance, the College shall document the unsatisfactory performance and submit the documentation to the Contractor for immediate review and corrective action. The College may require a review meeting to prepare the corrective action.

R. The Contractor will make its corporate representatives reasonably available to the College to discuss and resolve any operational issues.

S. The Contractor agrees to offer a minimum of two (2) student tuition/book scholarships or five (5) student book-only scholarships per semester.

T. Contractors are invited, and strongly urged, to visit the College for the purpose of surveying the bookstore facility and gathering additional information: however, all such visits are to be coordinated through DeLane Bailey, Associate Dean of Business Services, at (205) 391-2975 Monday through Thursday, 7:30 a.m. to 5:00 p.m. and Friday, 8:00 a.m. to 12:00 p.m. CST.

U. This request for proposals is not an offer to contract but seeks the submission of proposals from qualified, professional respondents that may form the basis for the negotiation of a contract or agreement. If the College chooses to interview any respondent(s), then the interview will take place on **Wednesday, September 8, 2021**, either virtually or at Shelton State Community College, 9500 Old Greensboro Rd, Tuscaloosa, Alabama. The College reserves the right to reject any or all proposals and to solicit additional proposals, through an RFP process, if that is determined to be in the best interest of the College.

**VI. Contractor's Employees:**

A. The Contractor shall directly employ and supervise all bookstore staff at the College. The Contractor shall have complete authority and responsibility for its staff, including provisions for workers compensation, unemployment, medical coverage, and all other benefit plans.

B. Personnel policies shall be consistent with federal, state, and local laws and institution directives.

C. The Contractor shall maintain staffing of capable employees thoroughly trained and qualified in the work assigned to them and in sufficient number for the efficient operation of the bookstore for an institution of this size. Evidence of stated qualifications shall be made available to the College upon request.

D. The Contractor and its employees shall abide by applicable College regulations and policies. The College shall provide the Contractor with copies of applicable policies and timely inform the Contractor of any changes.

E. To the fullest extent possible, the College's students, of good academic standing, should be employed as part of the regular staffing pattern, in preference to non-students. Such employment should be educational as well as remunerative with the Contractor encouraged to consider internships and other cooperative ventures with academic departments.

F. The manager assigned by the Contractor to this operation shall be interviewed and accepted by the College prior to assuming managerial responsibilities. The manager shall continue service here only so long as the manager's work is acceptable by the College.

G. The Contractor's manager for this operation will meet with the Dean of Business Services or his/her designee periodically and/or as needed at such time and place designated by the College to solve problems and to initiate any changes in operations for improvement of the bookstore operations.

**VII. Facilities/Services:**

A. A joint inspection of the space, furniture, and equipment shall be made by the College and the Contractor prior to commencement of operations. A written agreement will be reached concerning the condition of each item. A similar inspection shall be made at contract completion to determine Contractor liability. The Contractor shall be responsible for any replacement and maintenance when caused by its negligence, loss, or wear beyond normal usage.

B. The Contractor shall furnish all furniture and fixtures necessary for the proper execution of bookstore operations not provided by the College. This shall include, but not necessarily limited to, office furniture, point-of-sale registers, special merchandising, and sales display cases, etc. The Contractor shall ensure a professional retail business appearance.

C. All capital equipment purchased by the Contractor and not attached as a fixture to real estate will remain the property of the Contractor.

D. The Contractor must maintain the space, furniture, and equipment in a clean, safe, and functional condition to the satisfaction of the College and return it to the College upon contract completion in the same or better condition as when received, with normal wear excluded. The Contractor shall be responsible for cleaning and minor repairs to include, but not limited to, floors, doorways, walls, ceiling, windows, furniture, fixtures, and equipment whether furnished by the College or Contractor.

E. The Contractor shall have the right to make modifications or alterations to the physical layout and presentation of the bookstore facilities; however, the Contractor shall not do or permit anything to be done to the premises that has not been approved by the College.

F. The Contractor shall be responsible for all alterations, maintenance, and repairs of its assets on site.

G. The Contractor shall be responsible for any loss or damage to property owned by the College or the Alabama Community College System that is in the Contractor's possession or control or is caused by the Contractor or its employees or agents protected under the ADA.

H. For the bookstore management/point-of-sale solution, preference will be given to solutions that offer established Ellucian integration components consisting of technology within the Ellucian Ethos framework. The Contractor agrees to provide, at its expense, computer hardware and software required to interface with the College's Banner computing system.

I. The College shall provide the following services to the bookstore in accordance with the College's building standards:

1. Security in the same manner provided for other College campus buildings;
2. Internal and external building maintenance, including but not limited to, plumbing, electrical, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, walls, windows, and doors;
3. Pest control services on the regular College schedule;
4. Lost and found service as regularly provided by the College;
5. Parking for the Contractor's employees in common with other authorized parkers in a location approved and provided by the College. The Contractor's employees must abide by all applicable parking regulations;
6. On-campus telephone service including all equipment and lines (telephone toll charges to be at the Contractor's expense); and,
7. Building standard utilities, including electrical, water, sewer, heat and air conditioning.

J. The Contractor shall be responsible for daily cleaning, in accordance with the Centers for Disease Control and Prevention guidelines including provision of janitorial equipment and supplies, of the stores' interior and cleaning, maintenance, and minor repairs of wall and floor coverings, furniture, fixtures, and equipment.

K. The Contractor shall provide for all of its own external communications, including telephone, U.S. mail, fax, parcel delivery, and freight. Access shall be given to the College's internal telephone, mail system, and other media for on-campus communications.

L. The Contractor shall be responsible for the proper collection and removal/disposal of all trash, garbage, shipping containers, boxes, skids, etc. The College will not provide for any disposal containers or trash removal service.

**VIII. Insurance:**

A. During the period of the contract, the College will require that a certificate of insurance be provided to validate insurance coverage.

B. The dedicated bookstore space is considered part of the College's physical plant; therefore, these spaces are covered to the full limits of the State of Alabama's blanket Property and Casualty policies. Excluded from any such coverage, however, is liability exposure resulting from the Contractor's direct operations such as auto, worker compensation, professional and general liability, product liability, fidelity bonding, inventory, business equipment, personal property, etc.

C. By signing and submitting a proposal under this solicitation, the Offeror certifies that, if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and ensure that all insurance coverage will be provided by insurance companies authorized to sell insurance in Alabama by the Alabama State Insurance Commission.

D. Insurance Schedule Policy Statutory Requirements

1. Comprehensive General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations;
2. Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
3. Worker's Compensation insurance having limits not less than those required by applicable statute;
4. Employers Liability in the amount of at least \$1,000,000.
5. Cyber Liability of at least \$1,000,000.

E. The College, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under the Commercial General Liability policy.

F. The insurance shall include waivers of subornation against the College and its affiliates, officers, directors, trustees, volunteers, and employees.

G. The Contractor shall furnish Certificate(s) of Insurance to the College showing the coverage required within 30 days after execution of the Agreement or before the Contractor takes possession of the bookstore, whichever is earlier. The Certificate(s) shall provide that the College shall receive 30 days written notice from the insurer in the event of any policy cancellation or termination.

**IX. Inventory:**

A. The Contractor shall sell course materials required for college courses. The Contractor shall be responsible for reimbursing the College for all costs associated with the duplication of course materials and shall sell to students at cost plus a reasonable profit.

B. The Contractor shall purchase all saleable merchandise in the existing bookstore, including new textbooks, used textbooks, trade, reference, and technical books, general merchandise, and any verified, usable credits with publishers or vendors. The Contractor will cause all such merchandise to be inventoried by an independent firm at the Contractor's expense. The College may observe the inventory process if desired.

The Contractor shall pay the College for merchandise as follows:

a. New Textbooks:

1. The Contractor will purchase new textbooks adopted for the next academic term in quantities not exceeding course requirements at standard industry discounts or cost from

the present vendor. The Contractor will purchase new textbooks that are not utilized in the next academic term and not returnable to the publisher at present vendor's cost.

2. The Contractor 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. The Contractor will purchase used textbooks adopted for the next academic term quantities not exceeding course requirements at 50% of the current new (retail) textbooks selling price. The Contractor will purchase used textbooks purchased that are not utilized in the next academic term and not returnable to the wholesaler at present vendor's cost.

2. The Contractor will purchase used textbooks not adopted for the next term adopted but in excess of course requirements, at current wholesale price.

c. Trade, Reference, and Technical Books ("Trade Books"):

1. The Contractor 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. The Contractor will purchase trade books not meeting these requirements at a price agreeable to the Contractor and the present vendor.

d. General Merchandise:

1. The Contractor will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts and cost.

2. The Contractor will purchase general merchandise not meeting these requirements at a price agreeable to the Contractor and present vendor.

C. The Contractor shall ensure a timely acquisition of all required and recommended texts in addition to other academic and/or curriculum requirements (such as nursing kits, lab requirements, etc.). The Contractor shall maintain a sufficient range and depth of inventory to satisfy reasonable student sales demand.

D. Subject to paragraph D of Section V above, the Contractor shall have the exclusive right, free from any competitor endorsed, licensed, or otherwise approved or supported by the College (whether on campus, by catalog, or through electronic commerce) to select vendors to buy, sell, and distribute merchandise and services traditionally offered in College and university bookstores, including but not limited to, textbooks, graduation regalia (sale and rental) and announcements, course-adopted software, paper and electronic custom anthologies, and textbook buy back. Subject to College's right to offer students Open Education Resource (OER) materials, the Contractor shall also have the right of first refusal to fulfill any distance learning instructional materials, ancillary materials required by the College

during the term of this agreement. This does not prohibit occasional sales by student groups or student government organizations that do not materially impact store sales.

E. The Contractor shall not in any manner use the credit or the name of the College or the State of Alabama in connection with its said business or affairs. Further, the Contractor shall purchase said merchandise and sign contracts only in its own name, at its own cost and expense, and on its own sole credit, and that it will promptly make full payment in accordance with the terms of the purchase.

F. The College shall not be responsible for any books, supplies, materials, etc. purchased by the Contractor.

G. The Contractor shall make all arrangements for delivery, unloading, receiving, and storing merchandise. The College will not assume any responsibility for receiving or handling these shipments. The Contractor is responsible for the removal of all containers and shipping materials.

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

I. The College will cooperate with the Contractor and will cause its faculty and staff to cooperate with the Contractor in the timely solicitation of accurate textbook adoption information. The Contractor will provide the Dean of Business Services or his/her designee with periodic reports of late orders to assist the College in monitoring compliance with its text adoption policies. Once the dates are set by cooperation of the Contractor and the College, Contractor will not change the dates without prior approval by the College.

J. The Contractor shall provide timely responses to users requiring special orders.

K. The College reserves the right to prohibit the sale of items in the bookstores which it considers offensive or inappropriate to the educational mission of the institution such as cigarettes and items sold in vending units located on the premises of the College.

L. Upon completion or in the event of termination of the contract, the Contractor will sell to the College its inventory, based upon a book inventory of new and used text and trade books to be used the next semester. Prices may not exceed the actual cost of inventory. The College will not purchase inventory in excess of the dollar amount of inventory purchased by the Contractor at the inception of the contract. Upon completion or cancellation of the contract, inventory not purchased by the College shall be disposed of by the Contractor at its expense.

**X. Sales:**

A. The Contractor shall have the privilege of determining and establishing the selling price of all items offered for sale; however, the College shall have input into the general price structure for all books and products offered by the Contractor. In addition, the price of each item offered for sale shall not exceed the manufacturer's suggested retail price nor shall the



selling price of each item exceed the normal retail price of identical items offered for sale by merchants in the local area.

B. In operating the bookstore, the Contractor will charge industry standard, competitive, and fair prices as follows:

1. On new textbooks and trade books, not more than the publisher's list price or a 25% gross profit margin (cost divided by .75) on net price books. A freight pass through may be included in the selling price of the textbooks as a method of cost containment.
2. On used books, including cloth, paperback, and other, not more than 75% of the new textbook selling prices.
3. On general merchandise, not more than the normal gross profit margin for similar merchandise in the College/university bookstore industry.

C. The Contractor will offer College faculty and staff a 10% discount on all purchases more than \$1.00, excluding textbooks, sale merchandise, and academically discounted software. The Contractor will also offer all College departments a 20% discount on purchases of supplies over \$1.00, excluding sale merchandise and academically discounted software.

D. The Contractor shall clearly mark all items as to their retail price and/or post in a conspicuous place, a listing of all items offered for sale, indicating the retail price of each item.

E. The Contractor shall provide the College with the ability to offer a process that allows students to purchase their books online immediately after they register for classes along with the ability to charge to an approved program in real-time utilizing a declining balance system to prevent charges in excess of financial aid. If students desire to purchase their books at that time, the Contractor's software should identify the books needed for each class and whether the books are available new or used.

F. No other means of transaction, other than through a recording cash register, will be acceptable. Each cash register must be capable of being cleared prior to utilization.

G. Bookstore customers shall be afforded the greatest variety of payment options possible, including cash, approved personal checks, credit cards, debit cards, and charges to the College such as financial aid recipients, scholarship recipients, WIOA, TRA, VA, and other students as approved by the College. Charges approved by the College to programs must utilize a declining balance system to prevent charges in excess of financial aid.

H. The Contractor shall collect and remit any sales tax, income tax, all other local, state, and federal taxes based on the Contractor's operation (except property taxes on the bookstore).

**XI. Refunds/Exchanges:**

A. The Contractor shall identify and implement a refund and exchange policy. As a minimum, however, textbooks may be returned for a full refund during the schedule adjustment period provided a cash register receipt accompanies the return. The Contractor will comply with all applicable federal and state regulations including Title IV regulations regarding the refund/repayment calculations for financial aid recipients.

B. The Contractor shall purchase used textbooks year round. The Contractor shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the retail price. The Contractor shall purchase used books not adopted for the next academic term or in excess of course requirements at published wholesale prices.

C. The Contractor will accept returns in accordance with the following policies:

1. Non-textbook items in resalable condition may be refunded or exchanged at any time with the original receipt;
2. Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) business days of purchase thereafter, including during the summer term;
3. Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy;
4. Computer software may be returned if it is unopened and shrink-wrapped;
5. In addition, upon proof of drop/add, the Contractor will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first; and,
6. Managers may lengthen refund time periods or allow exceptions to any of the above if circumstances warrant.

D. The Contractor shall buy books from the College faculty, staff, and students at the following prices:

a. When the bookstore has been notified that the book will be used at the College during the following semester, at 50% of the last selling price provided the book is a good, used copy, and proportionately less for books in less than good condition.

b. In the absence of such notification, if the book will not be used the following semester or is to be replaced shortly by a revised edition according to announcement of the publisher at the price listed for the book in like condition in the current issue of Textbook Buying Guide, provided that the bookstore has a reasonable opportunity to market same.

**XII. Invoices:**

A. Bookstore invoices must be maintained as follows:

1. One original to be filed by the Contractor. Invoice must contain student's signature for purchases charged.
2. One copy to be used by the College to invoice third parties. The copies should be sorted by code and distributed to the College employee responsible for billing that code. A distribution list will be provided by the College. Distribution should be made on a daily basis.
3. Contractor should send charged purchases in an Excel file along with an invoice to the College after each charge period. The invoice should trace to the total of daily activity reports.

B. The Contractor agrees not to invoice the College for sales incurred by students charging to programs when the purchase is not allowed per voucher for the applicable program. It is the Contractor's responsibility to make collection attempts in these instances.

**XIII. Records:**

A. The Contractor agrees to maintain separate bookkeeping records for its operations located at the College.

B. The Contractor will keep complete and accurate records of all bookstore transactions in accordance with industry accounting practices and will provide a full report of the bookstore monthly sales and gross revenue for the preceding period.

C. The Contractor shall submit for each year of the contract the company's annual financial reporting including an opinion certified by an independent public accounting firm.

D. The Contractor will preserve records of the bookstore's operations for five (5) years, and will make them available for review, audit, and verification by the College at the bookstore upon request during ordinary business hours.

E. The College reserves the right to examine any and all records maintained by the bookstore. This includes, but is not limited to, sales records, invoices, banking records, operating statements, and financial statements.

F. Further, the Contractor agrees to permit the College's Dean of Business Services or his/her designee, other authorized employees, and the auditors of the State of Alabama to examine, inspect, and have access to the books, records, paper, equipment, and facilities of the Contractor with respect to the operation of bookstore services as herein provided without prior notice.

**XIV. Assignment:**

Neither party may assign nor sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by, or is under common control with such party.

**XV. References:**

A. In the proposal, each Offeror is to include a list of colleges where it is currently operating and managing a campus bookstore which has gross annual sales between \$1.0 million and \$4.0 million. This list should contain the name and telephone number of the College contract administrator/liaison officer for each bookstore operation, as well as the name and telephone number of the Dean of Business Services or his/her designee of each College listed.

B. In addition, each Offeror must also include a list of all college accounts which were canceled or not renewed during the past five (5) years. This list must include the name and telephone number of the College contract administrator/liaison officer, as well as the name and telephone number of the Dean of Business Services or his/her designee of each College listed.

**XVI. Indemnification:**

The Contractor shall defend, indemnify, and hold harmless the College, the Alabama Community College System, the Alabama Community College System Board of Trustees, and their respective affiliates, officers, members, agents, and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction, or loss of any property (including but not limited to Alabama Community College System or College property); or (ii) injury to or death of any person (including but not limited to any employee of the College) which results from or arises out of directly or indirectly the occupancy or use of the bookstore by the Contractor or Contractor's operations or the negligence of its officers, agents, and employees in the performance of the Agreement.

**7-21-SS**  
**September 3, 2021**  
**SUMMARY SHEET**

<b>VENDOR</b>	<b>BID PRICE</b>