



Title of RFP: RFP #1-2025

RFP Issue Date: December 4, 2024

Purpose: Proposal for Bookstore Management Services

Procurement Method: Request for Proposals

Contract Term: 3 years

Deadline for Receipt of Proposals: January 3, 2025

Submit RFP to: Drake State Community & Technical College  
RFP #1-2025  
Attention: Business Office  
Mailing/Shipping: 3421 Meridian Street N.  
Huntsville, AL 35811



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COMMUNITY & TECHNICAL COLLEGE

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms, hereinafter referred to as the “**Contractor**”, to establish a contract through competitive negotiation for providing bookstore management services for students, faculty, and staff of Drake State Community College (**College**). The “College” is a part of the Alabama Community College System (**ACCS**).

## II. BACKGROUND

- A. Drake State Community & Technical College is a public two-year college located in Huntsville, Alabama. The College currently maintains an online bookstore only. The College is seeking bids for a traditional campus bookstore that would include an online and virtual presence. Or an online bookstore with the option of a temporary/pop-up bookstore on campus during the term start dates or any busy promotional days. In summary, please provide proposals for the following options:
- Traditional on campus bookstore with online and virtual presence.
  - Online bookstore with seasonal temporary/pop-up campus bookstore.

Credit Hour Production:

**Spring 2023**

6,631 credit hours

**Fall 2023**

8,077 credit hours

**Summer 2024**

4,379 credit hours

**Spring 2024**

7,904 credit hours

**Fall 2024**

8,741 credit hours

Total bookstore revenue for fiscal year 2023 was \$399,529.09.

Currently, bookstore operations are managed by Ecampus, LLC.

## III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

A. Program Objectives

The Colleges are seeking a qualified Contractor to furnish management, labor, equipment, goods and supplies necessary to manage and operate a professional bookstore that will provide the highest caliber of services to the College community. The Colleges’ overall goal in soliciting a Contractor to provide bookstore management services is to enhance and improve upon the level



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of financial effectiveness, services and satisfaction currently being provided on campus. It is essential that the bookstore be managed with maximum sensitivity to the needs and concerns of our students, faculty, and staff. Products, prices, and services must promote confidence that the College community is obtaining the best possible combination of quality, customer service and price.

B. Scope of Work

During the term of the Contract between the College and the Contractor, the Contractor shall operate the College bookstores, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

C. Term

The contract shall be for a three-year term. If it is deemed to be of mutual benefit to both parties, the Colleges and the Contractor can mutually agree to renew the contract beyond the original period, not to exceed 10 years. The beginning and end date of the contract will be based on the date of award. It is expected for the initial service date to begin the Summer 2024.

D. Requirements of a Proposal

To be considered responsive to the Colleges RFP, the Contractor must include and or acknowledge the following in their proposal:

1. Addenda

A written addendum may be issued prior to the proposal opening which may modify, supplement, or interpret any portion of this Request. No verbal or written information from other sources is authorized to represent the Colleges.

2. Transition Plan

Contractor's transition plan for management and staffing, including specific plans with respect to the current bookstore operations and physical appearance/upgrades. The Colleges expect a plan in the RFP to upgrade or renovate the bookstore; these upgrades can include new shelving, paint, entry ways, etc.

3. Exceptions

Summary of any specifications, requirements, terms, and conditions in the Colleges RFP to which the Contractor will not conform.

4. Authorization

Signature of authorized officer of the Contractor, with names of each person signing typed or printed below the signature.

5. Client List

A list of stores where the Contractor is currently operating a college or university bookstore. For each Alabama location on a college or university campus, indicate the length of time the Contractor has held the contract for the operation of the bookstore, and provide the name, address, and telephone number of a college or university official with the authority over the bookstore operation who can be contacted concerning the operation of the bookstore while under the management of the Contractor.

6. Financial Statement

An audited financial statement of the Contractor's last fiscal year.

7. Internal Systems

A description of internal systems of the Contractor for:

- a. Inventory controls for textbooks, trade books, and general merchandise.



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- b. Recording, checking, and reporting sales.
- c. Control of cash and refunds.
- d. Internal audit
8. Per-credit-hour book fees systems  
In the event the College adopts a per-credit-hour book fee system for its students, a plan must be provided that addresses the following:
  - a. Integration between student schedules and assigned textbooks
  - b. Access and cut-off dates for students
  - c. Fee structure(s)
  - d. Refund policies
  - e. Conversion fees for changing to paperback textbooks
9. Book Rentals  
A description of the Contractor's book rental capabilities.
10. Used Textbooks and E-books  
A description of the Contractor's access to wholesale used books. A description of the Contractor's E-book capabilities.
11. Management Structure  
An organizational chart showing the management structure of the Contractor with a description of the qualifications and credentials and the location of both upper-level management and regional management support staff.
12. Corporate Support  
Description of corporate support services and programs that will be included by the Contractor.
13. Personnel Policies and Training  
Description of Contractor's personnel policies and educational or training programs for managers, supervisors, and employees.
14. Customer Service  
Methods the Contractor will utilize to ensure customer satisfaction with the bookstore services provided.
15. Financial Aid  
Prospective Contractors must include an option for student financial aid in the Proposal.
16. Policies / Programs / Procedures  
Indicate the policies / programs / procedures proposed for use in the operation of the bookstore in the areas listed below:
  - a. Buy-back of books
  - b. Refunds
  - c. Faculty/staff discounts
  - d. Special orders – e.g., caps/gowns; rings; commencement invitations
  - e. Maintenance of all required course books in stock
  - f. Methods for securing titles, publishers, and quantities
  - g. New categories of merchandise, if any, to be added for sale
  - h. Pricing
  - i. General book selections
  - j. Inventory purchase terms
17. Other



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Other such information as the Contractor deems pertinent for consideration by the College.

### E. Proposal Preparation and Submission

1. Prospective Contractors are instructed to deliver one complete copy of the RFP and proposal, enclosed in one sealed box or other package, in a manner that assures receipt before 2:00 P.M., January 3, 2025. *The package must be sealed and designated prominently "RFP Shared #1-2025"* Any proposal received after the RFP closing date and time will not be accepted.
2. Proposals may be withdrawn or amended at any time prior to the closing date and time.
3. Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Failure to submit all information requested may result in the Colleges requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the Colleges. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
5. Each copy of the proposal should be bound or contained in a single volume where practical.
6. Ownership of all data, materials and documentation originated and prepared for the Colleges pursuant to the RFP shall belong exclusively to the Colleges and be subject to public inspection in accordance with the Alabama Open Records Act. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Alabama Open Records Act. Any confidential or proprietary data must be clearly marked.

### F. Award

1. Award will be made to the Contractor who is determined by the College to best meet the needs and objectives of the College community. Contractors are encouraged to propose innovations. The College reserve the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Contractor proposing the highest commission return according to its own judgment of its best interest.
2. In awarding the Contract, the College will consider several factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
  - a. Contractor's record of performance and service in higher education campus bookstore operations.
  - b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provisions.
  - c. Contractor's response to College's objectives.
  - d. Contractor's pricing and refund policies.
  - e. Service aspects of Contractor's proposal.
  - f. Commission to be paid to the College.
  - g. Capital commitment to the College.
  - h. Customer relations in existing Contractor operated bookstores.
  - i. Personnel aspects of Contractor's proposal.
  - j. Contractor's ability to render satisfactory service in this instance.



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- k. Review of any recommendations with respect to Contractor's bookstore operations at similar university and college campuses.
- l. Extent of Contractor's size, credit standing, financial record, stability, and management.
3. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College and/or be invited to meet with college officials for clarification and questions. The College will schedule the time and location for these presentations. Oral presentations are an option of the College and may or may not be conducted.
4. After proposals have been reviewed, visits may be made to selected institutions under contract with Contractors to assist the College in a choice of Contractor.
5. Additional information may be requested while proposals are under consideration.
6. The successful Contractor will be notified of the award in writing.

**IV. SPECIFIC REQUIREMENTS**

To achieve the goals of the College bookstore program, the Contractor shall adopt the following objectives in managing the bookstore:

1. To provide the College community with a full range of merchandise and services expected from a quality academic bookstore.
2. To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed.
3. To ensure that the specific requested editions of texts are available for sale.
4. To minimize out-of-stock situations in textbooks.
5. To provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the College.
6. To offer a significant selection of "soft goods" such as office supplies, personal care items, College emblematic apparel, memorabilia, and other miscellaneous items.
7. To provide timely response to customers requiring special order literature and other such materials.
8. To provide other quality merchandise to the College community under pricing policies that are both fair and competitive for like or similar quality, as compared to other college bookstores and also with retail establishments in the surrounding area.
9. To keep apprised of new merchandise of interest to the College community.
10. To provide efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the needs of disabled persons. ADA requirements shall be adhered to in all aspects of the management and operation of the bookstore.
12. To provide employment opportunities for the Colleges students.
13. To become involved in the academic, cultural, and social environment of the Colleges, taking advantage of opportunities to offer special merchandise and other assistance based upon the Colleges ongoing and unique activities.

**A. Financial Requirements and Administration**

1. Financial Responsibility. The Contractor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to,



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ordering books and merchandise, billings, and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.

2. Licenses, Permits, and Taxes.

- a. The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the Colleges bookstore operations provided for herein. The Colleges will cooperate with the Contractor in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the College bookstore provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
- b. The Contractor will be granted the right to use the Colleges name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry, and similar items acceptable to the Colleges, provided that the Colleges name is not used for product endorsement.

3. Commission. The Contractor shall pay to the Colleges a commission percentage based on net sales as defined herein.

4. Net Sales. Net sales shall be defined as all collected sales at the bookstore less voids, refunds, sales tax, discounted sales, such as departmental sales, discounted faculty/staff sales, pass-through income, etc.

5. Existing Inventory. Upon award of this contract and any extensions and subsequent contracts immediately following the original contract, the subsequent firm will have the obligation to purchase the College current bookstore inventory in reasonable quantities at invoice cost or prices agreeable to the parties.

B. Operating Requirements

1. Operating Schedule. The Contractor shall propose a plan to operate at the existing bookstore space. The College reserves the right, upon consultation with the Contractor, to establish or change the service hours, plans or other methods of operation of the bookstore.

2. Merchandising. The Colleges reserve the right to recommend merchandise to be sold in the bookstore and to request the removal of merchandise for sale in the bookstore which the College considers offensive or inappropriate.

3. Operating Material. The Contractor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. The Contractor may elect to utilize any of the Colleges' equipment already in place in the bookstore but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the Colleges upon termination of the contract with normal wear and tear expected.

4. Merchandising Rights. The Contractor shall have exclusive rights to operate the full-service bookstore located at the Colleges, offering all goods and services normally found in college bookstores and any such additional services as may be required by the Colleges during the term of the contract.

C. Services To Be Provided By The Bookstore Operation

1. The Contractor shall stock in sufficient quantity, display, and offer for sale:





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- a. All required, recommended, and suggested text and course books, whether new or used, in editions specified by the faculty or other designated departmental representatives.
  - b. Other educational materials and supplies used by the College students.
  - c. Speculative merchandise such as books, magazines, soft goods, stationery, desk and room accessories and other items normally sold in a college bookstore, to the extent that the sale of such items is compatible with the educational mission of the Colleges and the bookstore's purpose.
  - d. Food items and other items not normally sold in a Colleges bookstore upon specific prior approval by the College's designated representative.
2. The Contractor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, and American Express. The Contractor shall also provide for charge sales to the College where appropriate on its own accounts. The Contractor shall accept personal checks from students, faculty, and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
  3. The Contractor shall also provide for the sale of books to students receiving financial aid, in the form of vouchers or other suitable means that may interface with Ellucian Banner software. In the event the students do not qualify for the original financial aid amount, subject to approval by the colleges, for the books they purchased, the contractor shall reimburse the colleges by check the price of the book vouchers that could not be collected from the student.
  4. The Contractor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the College.
  5. In its provision of books, supplies, and materials, the Contractor will prepare (in a form acceptable to the College) and distribute electronically to faculty members requisitions for such books, supplies, and materials for each semester.
  6. The Contractor shall provide timely reports to faculty members of the status of their orders for books, supplies, and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The Contractor shall not be responsible for books or other items not being ready for sale to students due to failure of faculty members to submit timely order requests. However, the Contractor shall make every reasonable effort to supply items requested even when requests are not timely.
  7. The Contractor shall purchase used books from the students, faculty and others at the Colleges based on a schedule that is practical and convenient to both the bookstore and the College community according to the following policy:
    - a. If the Contractor has a faculty order indicating that a book will be a course adoption for the following semester, it will pay no less than fifty percent (50%) of the purchase price. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
    - b. If the Contractor does not have information as to the future use of a book or if the book will not be used a following semester or will shortly be replaced by a revision announced by the publisher, the Contractor shall pay the price listed for the book in a textbook guide which the Colleges and the Contractor agree to use for this purpose.
  8. The Contractor shall make every possible effort to increase used book sales at the College by retaining used books purchased at the College, if required for the following semester, and by purchasing or acquiring used books from other bookstores and companies if necessary.



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9. The Contractor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, and discounts. New textbooks shall be in new condition, and as a minimum, policies will provide that defective textbooks will be replaced at no cost.
10. The Contractor shall operate the on-campus Bookstore on a schedule that will be convenient to students, faculty, and the College community. Changes in the operating hours shall be approved by the College.
11. The Contractor shall provide a website which allows for online purchases. The website must allow for the option of purchasing or renting textbooks online, for pick up in the bookstore or for direct shipment to the student. The website should also be used as a means to market College merchandise and products to all the public.
12. The Contractor shall provide for sales of textbooks and other educational materials required for off-campus courses at off-campus instructional centers, if requested by the College.
13. The Contractor shall withdraw from display or sale in the Bookstore any item which the College should reasonably request not to be displayed or sold.
14. The Contractor shall submit to the College's appropriate administrator for prior approval, all advertising to be done off the College's campus or in other than College media. The Contractor shall withdraw any advertising from any location or media if the College should request that such advertising be withdrawn.
15. The Contractor shall prosecute individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the College should reasonably request and, if the College should so request, shall cooperate with the College in the College's prosecution of such individuals. The Contractor shall not have College students arrested by public authorities or prosecuted without prior consultation with the College police department.
16. In order to determine that superior customer service is being provided to the College, a method to assess customer service shall be agreed upon by the College and the Contractor.
17. The Contractor shall promote book signings and other academic and scholarly events as appropriate.
18. The Contractor shall provide additional College bookstore services as are reasonably requested by the College.
19. Any changes in services, charges, and discounts must be approved by the College.

### **D. Facilities and Equipment**

1. The Contractor shall operate the bookstore in the existing Bookstore space (or space specified by the College).
2. The Contractor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the bookstore. Any renovations and finishing out, including color selections, is subject to prior written approval by the College.
3. The College will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents, or employees.
4. The College will provide all utilities to the space used by the Contractor including:
  - a. Heat, light, and utilities as is reasonably required for operation of the bookstore.
  - b. Telephone service (including campus telephones and campus telephone service).
  - c. Trash removal and extermination services.
  - d. To the best of its knowledge, the College are not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses



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the bookstore. The College shall be responsible for remedying promptly any health or environmental problems at the bookstore, other than those caused by the Contractor, and notifying the Contractor accordingly.

5. Agents and employees of the Contractor working in the Bookstore will be provided access to parking lots utilized by College employees.
6. The Contractor shall provide property and casualty insurance covering the Contractor's equipment and other personal property in the Bookstore. The College will provide property and casualty insurance, under the College policy, covering Bookstore space and fixtures and equipment owned by the College.
7. The Contractor shall cooperate with the College police and with other College officials in the provision of security for the bookstore. The Contractor shall be responsible for any intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.

### **E. Personnel**

#### **1. Adequacy**

Contractor is to provide sufficient personnel to ensure efficient and courteous service to patrons and must have adequately trained relief personnel available to substitute. in the absence of regular employees. All staff shall be employees of the Contractor, whom shall be solely responsible for the payment of their wages and benefits.

#### **2. Employment Policies**

Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures of the bookstore must be available for review by the Colleges.

#### **3. Equal Opportunity and Affirmative Action**

The College are committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability.

#### **4. Managers**

The bookstore manager must be approved by the College. Subsequent changes to these assignments are to be made by the Contractor only after prior consultation with, and approval of the Colleges. This person must be a good communicator, a proven leader and must exhibit the ability to deal effectively with college students, faculty, and staff.

#### **5. Manager Replacement**

The College reserve the right to request the replacement of the bookstore manager for good cause as determined by the College, or for actions considered to be not in the best interests of the College. Such actions will be taken only after consultation with Contractor.

#### **6. Training**

The Contractor is to describe the training program(s) that it intends to use for the employees of the bookstore, which will ensure that ongoing staff developmental needs are met.

#### **7. Conduct**

Contractor employees must strictly adhere to campus regulations regarding personal behavior and all other rules and regulations of the College.

#### **8. Immigration Compliance**



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The contractor 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, should Contractor be found to be in violation of this provision, then such violation shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

9. E-Verify

*Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the proposal. If you do not believe these requirements are applicable to your entity, include an explanation justifying an exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify).*

The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

F. Laws, Regulations and Liability

1. The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The Contractor shall provide property and casualty insurance covering the Contractor's equipment and other personal property. The Contractor must supply the college with copies of the following: General Liability Insurance and current business license(s). The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations as may currently and/or in the future pertain to service under the Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.
2. The Contractor shall indemnify and hold harmless the College for any liability incurred by the College as a result of the non-payment, for any reason, of any debt or obligation for which the Contractor has agreed to bear responsibility for payment, including the College attorney fees, cost of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

V. **ACCOUNTING, REPORTS, RECORDS, and PAYMENT**

- A. The Contractor shall pay to the Colleges the commission specified in the Contractor's proposal, which is attached hereto and made a part hereof.



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- B. Each payment to the College shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the College upon request.
- C. The College shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Contractor in the College Bookstore shall have non-changeable grand totals.
- D. The Contractor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the College bookstore operation provided under the terms of the contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the College.
- E. On termination of the contract, commissions will be paid to the College on sales up to the final day the Bookstore is operated under the contract. The commission due to the College for any portion of a contract year shall be calculated on a percentage basis.

**VI. CONTRACT REQUIREMENTS**

- A. The initial contract shall be for a term of three years. If it is deemed to be of mutual benefit to both the Colleges and the Contractor, both parties can mutually agree to renew the contract (s).
- B. In the event that the Contractor breaches any of the terms and provisions of the contract, the College reserve the right to describe the unsatisfactory performance or condition accurately and specifically in a written notice by registered or certified mail to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described performance or condition is not corrected satisfactorily within this time period, thirty (30) day notice of cancellation of the contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the College may procure the services described herein from other sources and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby.

In the event that the College breach any of the terms and provisions of the Contract, the Contractor reserves the right to describe the alleged breach accurately and specifically in a written notice by registered or certified mail to the College and expect that this breach be corrected within a thirty (30) day period from the date the notice is received by the College. If the described breach is not corrected satisfactorily within this time period, a one hundred eighty (180) day notice of cancellation of this Contract may be given by registered or certified mail to the College.

- C. The failure of either the Contractor or the College to insist upon strict performance of any of the terms or conditions of this Contract shall not be construed as a waiver or relinquishment for the future of any such term or condition and shall be and shall remain in full force and effect.



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- D. Either party to the contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the contract amended to include same.
- E. Neither party shall assign nor transfer the contract or any part of same nor enter into any subcontract for services under the contract without the prior written approval of the other party.
- F. The Contractor is providing the services described herein as an independent contractor of the College, not as the College agent or representative. The Contractor shall not, in any manner, use the credit or the name of the Colleges in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by the College. Further, the Contractor shall purchase merchandise and sign contracts in its own name and sole credit and shall not promptly make full payment thereon, in accordance with the terms of purchase.

**VII. Miscellaneous**

- A. The Contractor shall be knowledgeable about changing college and university bookstore trends, new marketing ideas, new merchandise items, and changes evolving throughout the general bookstore industry. The Contractor shall incorporate programs of action in response to these changes and trends into the College bookstore operation and services, as deemed applicable to the college and university bookstore market segment.
- B. Subject to the prior approval of the College, the Contractor may utilize some specific College services, at the same cost that College departments are billed for such services. The Contractor is subject to all applicable state and local sales taxes.
- C. The College are only responsible for the costs specified as college costs and contained herein. All other costs, relative to the Contractor's operation of the College bookstore and Contractor's performance under the terms contained herein shall be the Contractor's responsibility.
- D. Any resulting agreement from this request for proposals shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against the institution related to said agreement shall be submitted to the Alabama State Board of Adjustment. The institution does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution.

**VIII. GENERAL TERMS**

- A. All responses become a matter of public record at award. The College accept no responsibility for maintaining confidentiality of any information submitted with a response whether labeled confidential or not.



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- B. The College reserve the right to reject any or all responses and to waive informalities in the best interest of the College. The College reserve the right to not make any awards and re-issue this RFP at any time if it serves the College best interest.
- C. The successful proposer 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.
- D. The successful proposer shall be required to complete a State of Alabama Disclosure Statement. Alabama Act# 2001-955 requires the disclosure statement to be completed and filed with all proposals, responses, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Any changes to the status of the information on this form will require the submission of an updated form to the ACCS.
- E. All selected vendors are required to complete the Alabama Immigration Law Compliance documents and IRS Form W-9.
- F. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your response. To enroll in the E-verify program visit <https://www.e-verify.gov/myeverify>.
- G. The Colleges reserve the right, for its convenience and without cause or penalty, to terminate any contract for services at any time with 30 days written notice. This provision may not be changed by subsequent contract.
- H. Notwithstanding any other provision in this RFP, the proposing vendors 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.
- I. Any contract resulting from an award in connection with this RFP shall include the following terms:
  - 1. This agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of laws, 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 the State of Alabama.
  - 2. It is further agreed 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 Number 26.
  - 3. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.
  - 4. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.



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5. By signing this agreement, the 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 damage resulting there from.
6. 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.
7. In compliance with Act 2016-272, the parties hereby certify that they are 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.
8. 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.
9. The Contractor shall provide all materials, supplies, personnel, and equipment that it deems necessary to perform the services provided for herein.
10. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.





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## State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

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

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

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.)

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.)

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.*