



**2601 Carson Road
Birmingham, Alabama 35215-3098**

**RFP Invitation #22-013
Request for Proposal for Bookstore Management Services**

RFP ISSUE Date:	May 23, 2022
RFP Opening Date:	June 24, 2022
RFP Opening Time:	2:00 P.M.
RFP Opening Location:	George Wallace Hall Room 115
Submit RFP proposal to:	Jefferson State Community College JSCC RFP #22-013 Attention: Ann Cimalore Fitzgerald Student Center, Room #412 2601 Carson Road Birmingham, Alabama 35215

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms to establish a contract through competitive negotiation for providing Bookstore Management Services for students, faculty, and staff of **Jefferson State Community College**, hereinafter referred to as the **“College.”**

II. BACKGROUND

- A. Jefferson State Community College is a public two-year college located in Central Alabama in the communities of Jefferson, Shelby, St. Clair, and Chilton Counties. Bookstores are located at the Jefferson and Shelby campuses.

- B. Credit Hour Production over the past year by Campus:

Spring 2022

Jefferson CHP: 6,010
Shelby CHP: 11,513
Pell City CHP: 1,512
Clanton CHP: 2,163
Online CHP: 31,287
Other: 4,890
Total CHP: 57,375

Fall 2021

Jefferson CHP: 7,018
Shelby CHP: 14,877
Pell City CHP: 2,409
Clanton CHP: 2,749
Online CHP: 33,620
Other: 5,650
Total CHP: 66,323

Summer 2021

Jefferson CHP: 1,877
Shelby CHP: 3,871
Pell City CHP: 258
Clanton CHP: 477
Online CHP: 24,722
Other: 0
Total CHP: 31,205

- C. Present bookstore facilities may be observed by appointment.
- D. Total bookstore revenue for April 2021 through March 2022 was \$1,089,926.17.
- E. Present bookstore operations are conducted by Follett Higher Education Group, Inc. Follett acquired Nebraska Book Company, which has conducted operations since 2006.

III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

A. Program Objectives

Jefferson State Community College, hereinafter referenced to as the "College" is 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 College's overall goal in soliciting a Contractor to provide Bookstore management services is to enhance and improve upon the level 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

1. During the term of the Contract between the College and the Contractor, the Contractor shall operate the College Bookstore, in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
2. Contractor shall provide the College with the services usually expected of a top-quality College bookstore.

C. Term

1. The Contract shall commence on October 1, 2022, and continue for a period of 5 years ending September 30, 2027. If it is deemed to be of mutual benefit to both parties, the College and the Contractor can mutually agree to renew the Contract beyond the original period.

D. Requirements of a Proposal

To be considered responsive to the College's RFP, the Contractor must include and or acknowledge all the following in their proposal.

1. RFP Cover Sheet

Return of the RFP cover sheet, signed and filled out as required.

2. Addenda

A written addendum may be issued prior to the bid/proposal opening which may modify, supplement, or interpret any portion of this Request. No verbal or written information from other sources are authorized as representing the College.

3. Equal Opportunity Statement

The College believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, national origin, or religion. To be considered for inclusion as a supplier under this agreement, the bidder must include a statement of the Contractor's commitment to Equal Opportunity Employment.

4. Transition Plan

Contractor's transition plan for management and staffing, including specific plans with respect to the current Bookstore operations.

5. Exceptions

Summary of any specifications, requirements, terms, conditions, and provisions in the College's RFP to which the Contractor will not conform.

6. Authorization

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

7. Complete Client List
A list of stores where the Contractor is currently operating a college or university bookstore. For each 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.
8. Financial Statement
A certified financial statement of the Contractor's last fiscal year.
9. Automation Plan
An automation plan for the management of the Bookstore. For each area to be automated, Contractor is to provide a brief description of what the automated system will do.
10. Internal Systems
A description of internal systems of the Contractor for:
 - a. Inventory controls for textbooks, trade books, and general merchandise.
 - b. Recording, checking, and reporting sales.
 - c. Control of cash and refunds.
 - d. Internal audit.
11. 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
12. Used Textbooks
A description of the Contractor's access to wholesale used books.
13. 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.
14. Corporate Support
Description of corporate support services and programs that will be included by the Contractor.
15. Personnel Policies and Training
Description of Contractor's personnel policies and educational or training programs for managers, supervisors, and employees.
16. Customer Service
Methods the Contractor will utilize to ensure customer satisfaction with the bookstore services provided.
17. Financial Aid
Prospective Contractors must include an option for student financial aid in Proposal.
18. 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 from Jefferson State Community College faculty
- g. New categories of merchandise, if any, to be added for sale
- h. Pricing
- i. General book selections
- j. Inventory purchase terms

19. Other

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 copies of the RFP and proposal, enclosed in one sealed box or other package, in a manner that assures receipt by 2:00 P.M., June 24, 2022. *Package must be sealed and designated prominently "RFP 22-012."* All proposals must be received at Jefferson State Community College, Jefferson Campus Business Office by the 2:00 P.M. deadline. There will be a formal opening at that time. Any proposal received after the RFP closing date and time will not be accepted and returned unopened to the bidder.
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 College 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 College. 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 College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Alabama Freedom of Information Act. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Alabama Freedom of Information 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 reserves 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 provision.
 - c. Contractor's response to College's objectives.
 - d. Contractor's pricing and refund policies.
 - e. Service aspects of Contractor's proposal.
 - f. Commission returns to the College.

- g. Customer relations in existing Contractor operated bookstores.
 - h. Personnel aspects of Contractor's proposal.
 - i. Contractor's ability to render satisfactory service in this instance.
 - j. Review of any recommendations with respect to Contractor's bookstore operations at similar university and college campuses.
 - k. 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 its 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. Final completion of award and contract are subject to approval by the Alabama Community College Board of Trustees.

G. Schedule

The schedule for this RFP is as follows:

Release of RFP	May 23, 2022
Addendum Completion	June 10, 2022
Proposal Opening	June 24, 2022
Award	August 10, 2022

****Please Note**** This schedule is subject to change. If the schedule does change, all bidders will be notified by addendum, which will become part of the Request for Proposal. Final award is subject to the schedule and approval of the Alabama Community College Board of Trustees.

IV. **SPECIFIC REQUIREMENTS**

To achieve the goals of the College's 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 at each of the college's campuses.
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 on 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 textbooks and academic materials in accordance with the current Textbook Pricing Policy. Please provide the mark up rate that will be effective during this period. As an example, percentages are calculated as follows for gross profit rate.

Sales Price of Book	\$125
Cost of Book	\$100
Gross Profit	\$25

Gross Profit Rate Gross Profit \$25/ Sales Price of Book \$125= 20% for new books

9. To provide the College with a pricing structure in the event the College moves to a per-credit-hour book fee. Example: If a student enrolls in Math 100, they will pay a three-credit hour fee that entitles them to online access to the Math 100 textbook.
10. 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 and College Bookstores and also with retail establishments in the surrounding area.
11. To keep apprised of new merchandise of interest to the College community.
12. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
13. To meet the needs of disabled persons. ADA requirements shall be adhered to in all aspects of the management and operation of the Bookstore.
14. To provide employment opportunities for the College's students.
15. To become involved in the academic, cultural, and social environment of the College, taking advantage of opportunities to offer special merchandise and other assistance based upon the College's 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, 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 College Bookstore operations provided for herein. The College 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 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 College's name, logo and seal for reproducing and imprinting stationary, soft goods, notebooks, pens, pencils, jewelry and similar items acceptable to the College, provided that the College's name is not used for product endorsement.
3. 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.
4. Gross Sales. Gross 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. Per-Credit-Hour Fee Structure. To provide the College with a pricing structure in the event the College moves to a per-credit-hour book fee.

6. 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 Follett's saleable Bookstore inventory in reasonable quantities at invoice cost or prices agreeable to the parties.

B. Specific Operating Requirements

1. Operating Schedule. The Contractor should propose a plan to operate at the existing Jefferson and Shelby bookstore spaces. The proposal should also include a method to serve the students at the St. Clair and Chilton campuses. 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 College reserves 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 College's 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 College upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected.
4. Merchandising Rights. The Contractor shall have exclusive rights to operate the full-service Bookstores located at the College, offering all goods and services normally found in College bookstores and any such additional services as may be required by the College during the term of the contract. The College shall grant the Contractor the right to sell College licensed products.

C. Specific Services To Be Provided By The Bookstore Operation

1. The Contractor shall stock in sufficient quantity, display, and offer for sale:
 - 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's 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 College and Bookstore's purpose;
 - d. Food items and other items not normally sold in a College bookstore upon specific prior approval by the College' 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. In the event the students do not qualify for the original financial aid amount, subject to approval by the college, for the books they purchased, the contractor shall reimburse the college 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. The College will make reasonable efforts to see that each Contractor's bookstore management is given timely notice by faculty

members or authorized designees of the books, supplies, and materials requested for all courses offered, as follows:

- a. For the Spring semester, beginning in January, on or before October 10th.
 - b. For the Summer sessions, on or before March 6th; and
 - c. For the Fall semester, beginning in late August or early September, on or before March 20th.
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. Contractor shall specifically address in the Proposal how the order processing and delivery of emergency late textbook adoptions shall be handled.
 8. The Contractor shall operate according to the following pricing policies:
 - a. All new paperbacks and trade books shall be sold at prices no higher than the publisher's suggested retail prices.
 - b. Textbook Pricing Policy shall be clearly stated.
 - c. All other merchandise shall be marked up to reflect a normal gross profit margin for the College bookstore industry or as pre-priced.
 9. The College may request and shall receive from the Contractor proof that the above pricing policies are being followed. Information shall be provided by the Contractor at the earliest possible time following its receipt of the College's request.
 10. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Contractor's control, the Contractor may request a mutual review and decision with respect to pricing policies at any time during the year. The College shall determine the effective date of any such changes in policies.
 11. The Contractor shall purchase used books from the students, faculty and others at the College 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 a 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 College and the Contractor agree to use for this purpose.
 12. 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.
 13. 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. The Contractor shall provide for a refund of purchases according to the College's current refund policy or according to an alternative policy, approved by the College.
 14. The Contractor shall operate the 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.
 15. It is understood that the College reserves the right to establish a Bookstore Advisory Committee. The Contractor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and with College officials to review bookstore operations. Further, the Contractor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with College officials, in the development and improvement of the

Bookstore's program, services and policies. The Contractor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from College officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

16. The Contractor shall provide for sales of textbooks and other educational materials required for off-campus courses at off-campus instructional centers, if so, requested by the College.
17. 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.
18. 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.
19. 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's police department.
20. 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.
21. The Contractor shall promote book signings and other academic and scholarly events as appropriate.
22. The Contractor shall provide in the Proposal a list of the promotions that will be provided during the academic year.
23. Contractor may propose other additional services.
24. Contractor shall provide additional College Bookstore services as are reasonably requested by the College.
25. 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 at each campus.
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, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
 - b. Telephone service (including campus telephones and campus telephone service), provided, however, the Contractor shall pay a small monthly charge per line.
 - c. Trash removal and extermination services for the Bookstore.
 - d. To the best of its knowledge, the College is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses 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 under the policies of Parking Services.
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's 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 maintaining 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 College.
3. Equal Opportunity and Affirmative Action. The College is 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 and Departmental Managers assigned to the Bookstore by the Contractor must be approved by the College. Subsequent changes in these assignments are to be made by the Contractor only after prior consultation with, and approval of the College. The person selected by the Contractor to manage the Bookstore is to have extensive experience in the management of bookstore service in a College community. 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 reserves the right to request 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 Contract Administrators.
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. 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 such 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.

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 and Regulations

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 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.

V. **ACCOUNTING, RECORDS, REPORTS, AND METHODS OF PAYMENT**

- A. The Contractor shall pay to the College the commission specified in the Contractor's proposal, which is attached hereto and made a part hereof.
- B. Applicable payments as set in the Contractor's proposal shall be made **Quarterly** by the Contractor to the College and shall be paid within **15 days** after the close of the Quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Contractor's proposal.
- C. Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the College upon request.
- D. 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.
- E. 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.

- F. 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 the College for any portion of a Contract year shall be calculated on a percentage basis.

VI. CONTRACT TERM, RENEWALS, EXTENSIONS, CANCELLATION, TERMINATION, REQUIREMENTS, ADDITIONS, ADJUSTMENTS, AND ASSIGNMENTS

- A. The initial contract shall commence on October 1, 2022 and continue for a period of four years and three months ending on September 30, 2027. If it is deemed to be of mutual benefit to both the College and the Contractor, both parties can mutually agree to renew the Contract.

- B. In the event that the Contractor breaches any of the terms and provisions of the Contract, the College reserves the right to accurately and specifically describe the unsatisfactory performance or condition 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, a 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 breaches any of the terms and provisions of the Contract, the Contractor reserves the right to accurately and specifically describe the alleged breach 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.
- 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 this 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's agent or representative. The Contractor shall not, in any manner, use the credit or the name of the College 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.

- G. Headings used in the Contract are for reference purposes only and shall not be considered to be a substantive part of the Contract.

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 sales taxes.
- C. The College is 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.

ACKNOWLEDGEMENT OF RECEIPT FORM REQUESTS FOR RFP #22-013

In acknowledgement of receipt of the Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Page 21.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on June 10, 2022. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm _____

Represented by _____ Title _____

Email _____

Phone Number _____ Fax Number _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

(Must Circle One) Firm **does or does not** intend to respond to this Request for Bid.

The following name and address must be used for all correspondence related to the Request for Bid.

Jefferson State Community College
Attention: Ann Cimalore
2601 Carson Road
Birmingham, Alabama 35215-3098

Email address: acimalore@jeffersonstate.edu

Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Name of Company (please type or print in ink)

Authorized Signature (sign in ink)

Complete Address for Mailing Purchase
Order and Payment

Typed/Printed Name of Signature Above

City State Zip Code

Title (please type)

Telephone Number

Fax Number

NOTARIZATION

Sworn and subscribed before me this the _____ day of _____, _____

Notary Public Signature

My commission expires (date)



MINORITY INFORMATION

If this business is minority owned, please list the qualification status below:

Immigration Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration 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 therefrom.

JSCC RFP #22-013

Date: _____

Name of Company (please type or print in ink)
in ink)

Authorized Signature (sign

Title (please type or print in ink)
Signature

Typed/Printed Name of

Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Section 41-16-85, *Code of Alabama* 1975 requires that a copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Section 41-16-81, Code of Alabama 1975

- (1) **Family Member of a Public Employee** – The spouse or a dependent of the public employee.
- (2) **Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.
- (3) **Family Relationship** – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.
- (4) **Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- (5) **Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(26) and 36-25-1(27), *Code of Alabama* 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (26) and 36-25-1 (27), *Code of Alabama* 1975. However, Section 41-16-81 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(26), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(27), *Code of Alabama* 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.



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
-------------------------	------------------------	-----------------

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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OVER

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
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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
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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.