

REQUEST FOR PROPOSAL

**BOOKSTORE OPERATIONS FOR THE
ARKANSAS NORTHEASTERN COLLEGE
P.O. BOX 1109
BLYTHEVILLE, AR 72315
PHONE: (870) 762-1020**

CONTRACTORS: Proposals are invited for the Bookstore Operations for the Arkansas Northeastern College in accordance with the Standards Terms and Conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below not later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or package containing the proposal. The College reserves the right to reject any or all proposals.

RFP Number: ANC 2015-1
Date Issued: January 23, 2015
Submission Deadline (Opening):
Date – March 31, 2015
Time – 2:00 p.m.

Proposal Delivery Address:
Ms. Pacey Bowens
Interim Vice for Finance
Arkansas Northeastern College
2501 South Division
P.O. Box 1109
Blytheville, AR 72316

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP.

Name of Firm _____ Fed. ID# _____

Address _____

Phone No. _____ Fax No. _____

Printed Name of Authorized Individual _____ Title _____

Signature of Authorized Individual _____ Date _____

UNSIGNED PROPOSALS WILL BE REJECTED

**REQUEST FOR PROPOSAL FOR CONTRACTING THE
OPERATIONS OF THE COLLEGE BOOKSTORE**

FOR

ARKANSAS NORTHEASTERN COLLEGE

STANDARD TERMS AND CONDITIONS

1.0 GENERAL INFORMATION

1.01 INTRODUCTON

The Arkansas Northeastern College, hereinafter referred to as College, will consider proposals for contracting the operations of the Arkansas Northeastern College Bookstore, hereinafter referred to as the Bookstore. The College invites Bookstore management companies, hereinafter referred to as Contractor, to submit responses to this Request for Proposal (RFP) for the operation of such in accordance with the RFP.

The Contractor shall have the exclusive right to operate the Bookstore facility as an independent business venture, maintained for the students, faculty and the general public associated with the College.

The headings and subheadings in this RFP are intended only to assist the reader in locating information. They are not intended to completely convey the contents of the information that follows. Therefore, the reader should read all sections and subsections in their entirety.

1.02 COLLEGE INFORMATION

The College, an institution of higher education, was established under the provisions of Arkansas Act 103 of 1973. On December 14, 1974, the establishment of a community college district and the levying of a three mill tax were approved by the voters. The governing body is the Board of Trustees comprised of nine members appointed by the Governor of Arkansas. Effective July 1, 2003, Cotton Boll Technical Institute was merged with Mississippi County Community College to establish Arkansas Northeastern College

The College is a comprehensive, non-residential two-year public community college located in Northeastern Arkansas with locations in Blytheville, Burdette, Leachville, Osceola, Paragould and other areas throughout Mississippi County. The College has a current Spring enrollment of 1,379 students. However, the College makes no assertions or guarantees concerning future enrollments. The College main campus is located in Blytheville, Arkansas, approximately 70 miles north of Memphis, TN and 186 miles northeast of Little Rock, AR.

The College approved by the U.S. Department of Education, the Arkansas Department of Higher Education and the Veteran's Administration is accredited by the Higher Learning Commission, and is a member of the North Central Association. The Nursing Programs (RN & LPN) at the College are approved by the Arkansas State Board of Nursing. The Paramedic Program is accredited by the Commission on Accreditation of Allied Health Education Programs and the Dental Assisting Program is accredited by the Commission on Dental Accreditation. The College's Aviation Maintenance Program is approved by the Federal Aviation Administration and students are eligible to take the FAA certification examination for Airframe & Powerplant Mechanics. In addition, the College holds memberships in various professional organizations, including the American Association of Community Colleges and is listed among the Service Members Opportunity Colleges.

The College mission is committed to providing accessible, quality educational programs, services, and lifelong learning opportunities.

1.03 LISTING OF DATES

Appendix "A" contains a listing of important dates associated with this RFP.

1.04 HISTORICAL STUDENT AND SALES INFORMATION

Appendix "B" contains the College student enrollment information.

The College's current bookstore operations are managed by Follett Higher Education Group. Appendix "C" contains the sales data from Follett for the previous three years.

1.05 INDEPENDENT CONTRACTOR

The relationship of the Contractor to the College shall be that of an independent contractor, any other provisions herein notwithstanding.

Any and all employees or agents of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under these specifications, shall not be considered employees of the College.

1.06 OTHER VENDOR AGREEMENTS

The College has an agreement with a food service vendor which stipulates that they will be the sole purveyor of vending on campus.

2.0 PROPOSAL REQUEST

2.01 ISSUING OFFICE

This RFP is issued by the Office of the Interim Vice President for Finance, Arkansas Northeastern College. This issuing office is the sole point of contact between Contractors and the College for the selection process. Personal contact should be made through:

Pacey Bowens, Interim Vice President for Finance
Arkansas Northeastern College
2501 South Division
P.O. Box 1109
Blytheville, AR 72316

Phone (870)762-1020, Fax (870) 763-6181
E-mail pbowens@smail.anc.edu

The College will provide written notification of the College's intent to award the contract.

2.02 PRE-PROPOSAL MEETING

There will be no pre-proposal meeting of prospective contractors. However, every contractor who intends to submit a proposal as a result of this RFP must notify the College of their intent to submit a proposal and is expected to visit the campus and become familiar with the current bookstore operation and space allotted for bookstore operations.

2.03 RFP DISTRIBUTION

This RFP will be made available to any vendor who wishes to submit a proposal to the College. The RFP will also be available via e-mail to all prospective contractors.

2.04 CLARIFICATION OF THE RFP

Contractors may submit written questions regarding the specifications or requirements of the RFP. Written questions must be received by the College no later than **February 27, 2015**. Written answers to all questions received by February 27, 2015 will be provided to all prospective contractors and will become a part of the RFP. Verbal clarification may be given as a courtesy, but will not affect the bid specifications or requirements.

If the College determines that it should provide additional information or clarification, or if additional requirements are needed, Contractors will be notified by written addendum. All or any addenda must be acknowledged by the Contractor on the RFP submitted.

2.05 COST FOR PROPOSAL PREPARATION AND CAMPUS VISITS

The College will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will the College reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

3.0 PROPOSAL INFORMATION

3.01 SUBMISSION OF PROPOSALS

Sealed, written proposals will be received until 2:00 p.m. Central Standard Time on March 31, 2015, at the following address:

Pacey Bowens, Interim Vice President for Finance
Arkansas Northeastern College
2501 South Division
P.O. Box 1109
Blytheville, AR 72316

All proposals shall be clearly marked with the RFP code number “**ANC 2015-1**”.

Contractors must submit (1) original and four (4) copies of their proposals. Proposals must be signed by an official authorized to bind the Contractor to the resultant contract. If a Contractor submits descriptive literature with their proposal, five (5) copies must be submitted.

Contractors are cautioned that the only written information contained in this RFP (including Addenda) are to be relied upon for the preparation of a proposal.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. **Any proposals received after the scheduled opening date and time will be immediately disqualified and returned to the Contractor unopened.** All proposals shall be guaranteed and binding for a period of not less than one hundred twenty (120) days past the proposal opening date.

3.02 RESPONSE FORMAT

Beginning with the first subsection, it is requested that Contractors respond to each subsection of this RFP in the same paragraph and item number sequence, stating first the requirement and then providing their response.

For those paragraphs or items not requiring a specified response, Contractors may respond with the concurrence or acknowledgment. Reference to handbooks or other technical documentation may be used to augment the response to an item, but may not constitute the entire response. References to handbooks and technical documentation must include the paragraph and/or page number of the reference document. It is requested that brochures and bulky publications be separated from the written response.

3.03 CONTENTS OF PROPOSAL

- A. Contractors should include as part of their proposals all of the provisions of this RFP and furnish all required information.
- B. If the Contractor submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with the laws of the State of Arkansas, State laws shall govern. Standard terms and conditions may need to be amended to adequately reflect all of the conditions of this RFP.
- C. All agreements of any nature requiring execution by the College must be submitted with the proposal.
- D. These documents should be amended by the Contractor in accordance with subsection 8.02 of this document.
- E. A sample contract must be submitted with the Proposal for review if required by the Contractor and will later require the signature of College officials.

3.04 OFFICIAL CONTRACTOR'S REPRESENTATIVE

The name, mailing address, telephone number, and fax number of the Contractor's authorized agent with authority to bind the firm with respect to questions concerning the Contractor's proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to the College must be signed by an authorized officer of the Contractor.

3.05 FINANCIAL INFORMATION REQUESTED

The Contractor's Dun and Bradstreet rating and the audited financial statements for the past two (2) years must be included in the proposal. If these are not available, state why and provide alternate equivalent information.

3.06 STORE LISTING

The Contractor must include a listing of all college and university stores operated by the company. The list is to contain the name and telephone number of the primary college contract administrator for each location and/or the telephone number of the chief business officer of each college listed.

3.07 STORES LOST

The Contractor must include a list of all college and university accounts which were canceled or not renewed during the past three (3) years. The list is to include the name and telephone number of the primary college contract administrator and/or the name and telephone number of the chief business officer of each college listed.

3.08 CLARIFICATION OF PROPOSALS

Contractors may be required to clarify or further explain their proposals. Any clarification will be reduced to writing by the Contractor and will be considered part of the proposal. Refusal by a Contractor to comply with this requirement will be cause for rejection of the proposal.

3.09 MANAGEMENT SERVICES AND REPORTS

Describe the types of management services that will be provided, specifically addressing the accounting services and inventory control procedures. Include statements about the location of records and the frequency of reports.

3.10 HISTORY AND OPERATING PHILOSOPHY

Discuss the Contractor's history and operating philosophy.

4.00 GENERAL PROVISIONS

4.01 CONTRACTOR'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS AND DEFEND

The Contractor will indemnify, hold harmless and defend the College, its Board of Trustees and employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, its employees, agents, or representatives.

4.02 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

- A. Contractor will not discriminate against any employee or applicant because of race, gender, creed, color, age, disability, religion, ethnic or national origin, or any legally protected class and will make a diligent and continuing effort to insure that all persons are afforded equal employment opportunities without discrimination because of race, gender, creed, color, age, disability, religion, ethnic or national origin or any legally protected class. Equal opportunity shall apply to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off, termination, rate of pay, all other forms of compensation, and selection for training. The enumeration of the foregoing items shall not be limited to the scope of the application of this equal opportunity provision.
- B. Contractor will state, in all solicitations or advertisements for employees, that all qualified applications will be afforded equal employment opportunities without discrimination.
- C. Contractor shall state its non-discrimination and/or affirmative action policy.

4.03 INSURANCE

The Contractor shall procure and maintain, at Contractor's own expense, the following insurance coverage for the period of the contract:

- A. **Comprehensive General Liability**, including Products Liability, with no less than \$1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability.
- B. **Comprehensive Automobile Liability** with no less than \$500,000 combined single limits of liability.
- C. **Property Insurance** on property owned by the Contractor. Policy should provide "all risk" coverage in the amount of the contractor's property, including inventory, as is located on the College's premises.
- D. **Business Interruption Insurance** in the amount of \$1,000,000 each occurrence.

- E. **Worker's Compensation Insurance** coverage shall be maintained during the contract period, by the Contractor, as prescribed by Arkansas statutory law.
- F. **Unemployment Compensation Insurance** shall be maintained by the Contractor as prescribed by Arkansas statutory law.

At the beginning of each contract period, the Contractor shall furnish certificates to the College showing that such insurance is in effect. The protection afforded under the policies will not be canceled or reduced until at least thirty (30) days after notice is sent to the College by the insurance company or agent via certified mail. The liability policies must name the Arkansas Northeastern College and the Board of Trustees of the Arkansas Northeastern College as additional insured. The insurance company provider must have an A.M. Best rating of A+ VIII.

4.04 PERFORMANCE BOND

Contractor will be required to furnish, for the life of the contract, a Performance Bond, in a form satisfactory to the College and issued by a surety company authorized to do business in the State of Arkansas, in the amount of \$250,000. An original and one (1) copy of the bond must be furnished within ten (10) working days from the date of written notification by certified mail of intent to award contract. In extenuating circumstances, an extension may be granted to secure the bond. If a Contractor fails to deliver the required performance bond, the Contractor's proposal shall be rejected, and award of the contract may be made to the next highest ranked Contractor as determined through the selection process.

Prior to the beginning of each subsequent contract period, the successful Contractor will be required to submit a Performance Bond as described above to the College in the sum of \$250,000 covering each period the contract is operative.

4.05 COMPLY WITH LAWS

Without additional expense to the College, the Contractor shall be liable for all applicable Federal, State, and Local taxes and shall comply with all laws, ordinances, codes and regulations and shall obtain and pay for all permits and licenses.

4.06 EXAMINATION OF RECORDS

The Contractor agrees that the College or any of its duly authorized representatives shall at any time during the term of this Contract have access to, and the right to audit and examine, any pertinent records of the Contractor related to this Contract. Such records shall be kept by the Contractor for a period of not less than five (5) years from the date the records are made, unless the College authorizes their earlier disposition. Contractor agrees to deliver records for review to the Bookstore upon request by the College. Contractor agrees to refund to the College any under payments or cover charges disclosed by any such audit or to take other corrective action as may be required.

4.07 INVENTORY PURCHASE

The awarded Contractor shall purchase from the current Contractor (Follett) all salable and rentable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, Rental Program inventory, whether in stock or rented, and general merchandise. The Contractor will cause all such merchandise to be inventoried by an independent firm. Until such time as full verification of inventory counts have been made, the Bookstore is to remain closed. No merchandise is to be received into the Bookstore, or taken from the Bookstore, during this inventory period in order to ensure a clean cutoff. Within 30 days after the completion of the inventory, the awarded Contractor shall pay Follett for the merchandise as follows:

- A. New Textbooks: Contractor will purchase new textbooks adopted for the next academic term, in quantities not exceeding course requirements, at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be purchased by the Contractor on a price agreed upon by Follett and the Contractor.
- B. Used Textbook: All used textbooks on hand at the time of inventory are to be purchased at list price less 50%, or at actual cost if the discount exceeds 50%.
- C. Trade, Reference and Technical Books ("Trade Books"): Contractor will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost. Contractor will purchase Trade Books not meeting these requirements at a price agreeable to Contractor and Follett.
- D. General Merchandise: Contractor will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost. Contractor will purchase general merchandise not meeting these requirements at a price agreeable to Contractor and Follett.
- E. Payment: Full payment for all inventories is to be made by the Contractor to Follett not later than thirty (30) days after completion of the inventory.

4.08 PAYMENT PROVISIONS

Payments to the College by the Contractor and supporting documentation shall be submitted to:

Arkansas Northeastern College
Business Office
P.O. Box 1109
Blytheville, AR 72316

Discuss how fees will be paid by the Contractor to the College for operation of the Bookstore. State the minimum annual guarantee, if any, and the gross revenue base figure used to determine that fee. Discuss any additional factors used for payment above the base figure. Describe the method and schedule for making payments to the College.

5.00 STORE OPERATIONS

5.01 CUSTOMER POLICIES AND PROCEDURES

The Contractor shall post conspicuously and without equivocation store policies concerning refunds, buy-backs, exchanges, check cashing, special orders, and other useful information. The Contractor will work with Student Services to include this information in the Student Handbook.

5.02 STORE OPERATING SCHEDULE

The Contractor will be required to operate the bookstore on a twelve-month basis, taking into account the College's academic calendar.

The Contractor shall confer with the College in the establishment of store hours in order to adequately service day, evening, and weekend customers. Some open hours will be required for the advancement and promotion of the College without regard to the volume of business.

Discuss how the hours of operation will be established. If possible, identify a tentative schedule or the estimated number of hours per week the Bookstore will be open for business.

5.03 TEXTBOOK ACQUISITION

Describe in detail the procedures that will be used for ordering all required textbooks. Discuss the involvement the faculty will have in the identification and selection of textbooks. Estimate the percentage of used textbooks which will be available to students. Also outline the time frame that will be followed each academic semester to obtain textbooks. Identify institutional data that may be required of the College for ordering textbooks.

5.04 INSTRUCTIONAL AND SCHOOL SUPPLIES

Describe in detail the procedures for determining the need for and acquisition of non-textbook instructional and/or school supplies. Discuss faculty and student involvement in identifying needed supplies. Identify any restrictions that may limit the acquisition and selling of certain items.

5.05 BUY BACK OF USED TEXTBOOKS

The College desires to offer the greatest proportion of quality used books possible to the students. It is the expectation of the College that a minimum of 30% of textbook sales each year will be used books. If this ratio ever falls below 25%, the College may choose not to continue the Contract with the Contractor. The Contractor shall maintain sales records to support the percentages of new and used books.

Used books purchased by the Contractor from customers for resale to a wholesale book company are to be accounted for as a separate line item in the Contractor's operating reports to the College.

Records to support the revenues/credits received for those books from used book divisions or used book companies are to include the purchase price and commissions received on an itemized basis.

Outline the policy and procedures, including those affecting repurchase price, for determining the buyback of used textbooks. Identify any restrictions or limitations on the number of books that may be bought back. Describe the procedures to be taken to prevent repurchasing stolen and/or lost textbooks.

5.06 PRICING POLICY

Discuss the policy and procedures that will be used to mark-up and price items including textbooks (new and used), school and instructional supplies. Statements about the mark-ups, margins, and percentages must be included.

5.07 REFUND AND RETURN POLICY

State the policy on returning items, particularly describing time limitation or other restrictions affecting the items which may be returned. State the refund or exchange policy, especially conditions limiting or preventing a full refund for the item.

5.08 PERSONAL CHECK, CREDIT CARD AND STUDENT CHARGE SALES

Describe policies affecting purchases using personal checks, credit cards and charges to student accounts (Pell Grants, Scholarships, etc.). Include in the description of the policies the types of credit cards which will be authorized and your procedures for charges to student accounts for students with financial aid. Identify and describe any procedures, including digital, that only may be purchased with a credit card.

5.09 THEFT AND SHOPLIFTING

State the Contractor's policy regarding the prosecution of persons for theft or shoplifting. Identify electronic or video systems that may be used.

5.10 DISCOUNT POLICY

Describe the policy used to grant discounts, to whom discounts will be authorized and the amounts of the discounts.

5.11 MERCHANDISING

The College reserves the right to recommend merchandise to be sold in the Bookstore and to require the removal of merchandise for sale in the Bookstore which the College considers offensive or inappropriate.

5.12 CAPS AND GOWNS

The College's current cap and gown operation is processed from the Bookstore. Describe the cap and gown services that will be provided by the Contractor.

5.13 TRANSITION PLAN

Provide a detailed transition plan, with target and event dates for an assumed takeover of the Bookstore operation. Plans will be subject to approval by the College.

5.14 CHARGES BY STUDENTS

Discuss the process that students would use to charge Bookstore purchases to an individual account. What process will be used to make sure the charges have been approved by the College?

5.15 COMPUTERIZATION

Some of the current bookstore operation is computerized and is interfaced with the College business office. The College operating system is POISE. Describe which, if any, Bookstore operations will be computerized or automated. Provide a brief description of what the computer system will do and when it would be implemented. Contractor is to indicate if it plans to link its computer system to the computer systems of the College. If so, indicate when and what functionality this networking system will provide. Contractor shall indicate whether this system will be linked with any other Contractor Bookstore operations, and if so, where and when. Contractor is to indicate what type of backup system or procedures are to be provided.

6.0 STAFFING

6.01 MANAGEMENT STRUCTURE AND SUPPORT PERSONNEL

Describe the organizational line of authority for management personnel from local staffing to the highest corporate level. Include an organizational chart.

Describe the management structure that will be used to operate the bookstore including corporate management personnel and their location. Also, describe the support staff that are available to support local store personnel, their qualifications, geographic location, and the types of support to be provided.

6.02 PERSONNEL

Contractor shall at all times provide competent personnel to operate the Bookstore and provide courteous service to patrons. The Bookstore Manager should have experience in managing a college bookstore and exhibit the ability to deal effectively with college students, faculty, and staff. The College reserves the right to have input in the selection of Bookstore management and supervisory personnel. The College also reserves the right to require the removal of the Bookstore Manager and staff deemed unsatisfactory by the College.

6.03 SUBSTITUTE PERSONNEL

Contractor must have adequately trained relief personnel available to substitute in the absence of regular employees.

6.04 EMPLOYEE CONFORMANCE

Contractor employees are to strictly adhere to the rules, regulations and policies of the College. Failure to comply with such rules, regulations or policies will be grounds for immediate termination to the contract, or other remedy available to the College under law or equity.

7.00 PHYSICAL STRUCTURE

7.01 MAINTENANCE

Contractor, at Contractor's sole cost and expense, shall maintain the Bookstore in good condition and repair (ordinary wear and tear excepted) and perform maintenance and maintain the same in accordance with all applicable laws, rules, ordinances, orders, and regulations of federal, state, county municipal and other governmental agencies and bodies having jurisdiction over the Bookstore. The College shall have no obligation to maintain or repair the Bookstore or any improvements therein.

7.02 EQUIPMENT AND FIXTURES

The Contractor will provide all fixtures, office machines, equipment, and supplies used in the operation of the Bookstore. The Contractor may elect to utilize equipment and fixtures already in place in the Bookstore, but must accept such equipment in an as-is condition and be responsible for future maintenance of such fixtures and equipment. Any equipment so utilized will remain the property of the College, and is to be returned to the College upon termination of the Contract in the same condition as when accepted for use, except for normal wear and tear. Contractor will sign acknowledging the equipment being loaned by the College. The College shall not be responsible for maintenance or repair of equipment, fixtures, or personal property to be utilized by the Contractor.

Specify the types of furnishings or equipment that will be provided by the Contractor.

7.03 CUSTODIAL SERVICES

The Contractor will provide custodial services and will keep premises in a neat and orderly fashion at all times.

7.04 PEST CONTROL

The College will cover the Bookstore on its regular pest control program. However, if additional pest control treatments are necessary, the Contractor shall arrange and pay for the additional treatments.

7.05 UTILITIES

The College shall provide electricity, local telephone service, water, HVAC, and trash pickup service. The Contractor will deliver trash to such places designated by the College for pickup. Contractor is expected to use appropriate energy conservation measures in Bookstore operations.

7.06 IMPROVEMENTS TO FACILITY

Contractors may desire to offer the store a face lift or a new look and may want to submit a Bookstore renovation plan. If submitted, this plan must indicate beginning and completion dates, estimated cost, and the method of funding the renovation project.

Plans, specifications, materials, finishes, and contractor selection for all alterations, additions, or repairs must be approved in advance by the College as may be deemed necessary. Some construction and maintenance services may be available from the College's Physical Plant Department. When College services are utilized, they will be provided on a full cost reimbursement basis.

Any improvements to the Bookstore facilities at the termination of this Contract shall become the property of the College without compensation to the Contractor unless otherwise agreed to in writing by the College. All moveable capital equipment purchased by the Contractor will remain

the property of the Contractor, unless otherwise agreed to in writing by the College and the Contractor.

7.07 ACCESS TO PREMISES

State the policy and procedures to be used by College officials to gain access to the Bookstore for routine maintenance to the building and in the event of an emergency.

7.08 DAMAGE TO THE PREMISES

The Contractor will assume full responsibility for any damage to the College's equipment or premises caused by negligent or intentional acts/omissions of the Contractor's employees, agents, or officers.

7.09 SITE VISIT TO CAMPUS

Contractors are strongly encouraged to visit the campus and examine the existing bookstore prior to submitting a proposal to the College.

7.10 PROTECTION OF COLLEGE AGAINST COST OR CLAIM

Contractor shall not permit to be foreclosed any mechanic's or material man's lien or other statutory lien against the Bookstore or improvements by reason or work, labor, services, or materials supplied to or at the request of Contractor pursuant to any construction on the Bookstore, or materials or labor supplied to or at the request of the Contractor. Contractor shall pay and discharge, cause to be paid and discharged, or bond around any such lien filed against the Bookstore or improvements within twenty (20) days after the filing thereof. Contractor may in good faith and at Contractor's own expense contest the validity of such asserted lien, claim or demand, in which event Contractor shall bond around such lien or claim. In no event shall Contractor have the right, authority or power to bind the College or any interest of the College in the promises for any claim for labor or material or for any other charge or expense incurred in the construction or alterations of the improvements.

8.0 CONTRACT GUIDELINES

8.01 RESERVATION

This RFP does not commit the College to award a contract. Further, the College reserves the right to accept or reject in part or in its entirety, any or all proposals received, to readvertise if deemed necessary, and to investigate any or all proposals as required. Proposals which fail to comply fully with any provisions of the specifications in the RFP will be considered invalid and will not receive consideration.

8.02 GUIDELINES

Contractors should note the following in regard to the State's contracting authority, AND AMEND ANY DOCUMENTS ACCORDINGLY. Failure to conform to these standards may result in rejection of the proposal.

- A. The State of Arkansas may not contract with another party:
1. To support continuation of performance in subsequent year of a multi-year contract when funds are not appropriated or otherwise made available. The Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.
 2. To indemnify and defend that party for any liability and damages; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's use or possession, provided that such obligation is determined by and under the procedures of the Arkansas Claims Commission (this is the only form of indemnification to which the State can agree).
 3. To pay damages, legal expenses or other costs and expenses of any party.
 4. To conduct litigation in a place other than Mississippi County, Arkansas.
 5. To agree to any provision of a contract which violates the laws or Constitution or the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should;
1. Remove any language from its contract which grants to it and remedies other than:

The right to possession
The right to accrue payments
 2. Include in its contract that the laws of the State of Arkansas govern the contract.

8.03 TERM OF CONTRACT

The required services are to commence not later than a date to be agreed upon by and between the College and the Contractor selected by the College to operate the Bookstore. The resulting contract will be for the initial period of five (5) years with the option to renegotiate and extend the contract for an additional twelve (12) month period up to five (5) years. The renewal option is to be exercised ninety (90) days prior to the contract ending date. The extended contract shall be on the same terms and conditions as the initial contract, subject to all of the provisions. The contract shall not bind, nor purport to bind the College for any contractual commitment beyond the agreed upon or extended contract period. If the College does not intend to negotiate the option to renew, it will provide the Contractor with written notice of such not later than ninety (90) days prior to the contract ending date.

8.04 TERMINATION PROVISIONS

The contract may be terminated by either party by giving a hundred twenty (120) day written notice to the other party. Further, in the event that the Contractor shall fail to carry out and/or comply with covenants, conditions and agreements, or shall fail to comply with any regulations adopted by the College, the College shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after the written notice. In the event of failure of the Contractor to remedy the same within the said ten-day period, the College shall have the right to cancel and terminate the contract without further notice. If the contract is terminated for any reason, the Contractor must continue operation of the Bookstore, if requested by the College, until a new Contractor, or the College is able to commence operations. However, this period shall not exceed six (6) months from the effective date of termination. In the event of termination, any commissions or other payments due to the College shall be prorated on a per diem basis to the date of termination, and repurchase of inventory by the College will be by the same methods as specified for the initial purchase of the College's inventory by the Contractor.

8.05 CONTRACT NEGOTIATION

Due to the anticipated complexities of this contract relationship, the College reserves the right to negotiate with the successful Contractor the final terms and conditions deemed to be most advantageous to the College.

8.06 ASSIGNMENT/SUBCONTRACTING

The Contractor shall not assign or transfer any interest in the contract (whether by assignment or novation), and shall not subcontract, without the prior written consent of the College.

8.07 COMPLIANCE WITH PROVISIONS

Contractors shall state that they have read, understand and will comply with all provisions and the Standard Terms and Conditions in this RFP.

8.08 CONTRACT AND GRAND DISCLOSURE AND CERTIFICATION FORM

An Arkansas Governor's Executive Order requires that certain information be disclosed prior to the awarding of any contract by the College. The requested information is submitted on a Contract and Grant Disclosure and Certification Form. Appendix "D" contains a Contract and Grant Disclosure and Certification Form. The Form must be completed and approved prior to the awarding of any contract. The College requests that this Form; F-1 and F-2, be completed signed and returned with the proposal. If subcontractors are proposed and approved by the College, the same forms must be completed and approved for all subcontractors. No renewal of the existing contract will be approved until an updated Grant Disclosure and Certification Form is submitted.

8.09 ETHICAL STANDARDS

As provided in Arkansas Code Annotated 19-11-708, it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies maintained by the Contractor for the purpose of securing business.

8.10 STANDARD OF PERFORMANCE

The Contractor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices for operation of a bookstore located on a college campus. Instances of poor performance by the Contractor will be documented and submitted to the Contractor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of this RFP, and shall be grounds for immediate termination of the contract. The College retains the absolute right to assess whether and when performance is acceptable.

8.11 PRICING AFTER THE INITIAL CONTRACT

Pricing may be negotiated, except for the initial five-year contract, prior to the beginning of each contract period. All prices will remain firm for any and each contract period unless approved by the College. The College reserves the right to approve or reject all price changes.

9.0 SELECTION CRITERIA

The Contractor will be selected on the basis of which proposal is, in the opinion of the College, in the best interest of the College when all factors are considered. Factors considered will include, but are not necessarily limited to, pricing, services offered, quality, experience, marketing capabilities, creativity, financial return to the College, and the ability to perform efficient, economical operations. Also, Contractor performance record, response to this RFP, and service related performance capabilities will be reviewed. The ability to provide a suitable store opening date may be a factor of the award. Other relevant factors that the College may deem to be important will be considered. Some of these factors are judgmental and subjective, and the decision of the College is final. The College reserves the right to reject any and all proposals or parts thereof, and to waive informalities in the proposals received.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

Contractors shall be cautioned not to minimize the importance of adequate responses, although a particular category may carry less weight than other areas.

The contract award will be made to the Contractor whose proposal conforms to the RFP and, in the sole judgment of the College, will be most advantageous to the College.

APPENDICES

Appendix A – Listing of Dates

Appendix B – College Information

Appendix C – Bookstore Financial Information

Appendix D – Contract Grant Disclosure and Certification Form F-1 and F-2

LISTING OF DATES

ACTION	DATES
Release of RFP	January 23, 2015
Last Day to Submit Written Questions	February 27, 2015
Submission Deadline (Opening)	March 31, 2015 2:00 pm
RFP Intent to Award Notice	Within 60 days of the Submission Deadline
Deliver Performance Bond to the College	Within ten working days of the award notice
Inventory Taken	Prior to transition date
Transition Date/Beginning Date of Contract	To be determined
Payment for Inventory	Not Later than 30 days after completion of inventory

Appendix "B"

ARKANSAS NORTHEASTERN COLLEGE

	Fall 2014	Spring 2014	Fall 2013	Spring 2013	Fall 2012	Spring 2012
Unduplicated Headcount	1,425	1,217	1,425	1,510	1,672	1,724
Student Semester Credit Hours (SSCH)	12,632	11,532	13,234	14,593	16,138	16,556
Financial Aid Grants & Scholarships	\$1,685,127					
% of Students who received financial aid	80%					

Student Bookstore Charges

Academic Year	Fall 2014	2013-2014	2012-2013	2011-2012
	\$267,796	\$424,440	\$625,920	\$863,449

Appendix "C"

Arkansas Northeastern College Bookstore
3 Year Historical Sales

	<u>8/1/11 to 7/31/12</u>	<u>8/1/12 to 7/31/13</u>	<u>8/1/13 to 7/31/14</u>
Sales			
Used Text Sales	275,460	198,800	93,180
New Text Sales	561,132	564,310	415,326
Digital Text Sales	57	89	454
Gen Books/Non-Emblem Sales	4,441	225	5,445
Supplies Sales	27,711	27,791	27,327
Apparel Sales	6,207	5,729	9,096
Gifts Sales	1,085	571	788
Convenience/Grad Sales	12,917	12,218	2,145
Technology Sales	1,039	1,365	2,240
Book Rental Sales	64,990	61,542	69,038
Total Sales	<u><u>955,039</u></u>	<u><u>872,640</u></u>	<u><u>625,039</u></u>

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME: _____

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

<u>Agency use only</u>	Agency	Contact	Contract
Agency Number _____	Agency Name _____	Contact Person _____	Phone No. _____ or Grant No. _____