



## **REQUEST FOR PROPOSAL**

**RFP# 2021-03**

### **OPERATION AND MANAGEMENT OF COLLEGE BOOKSTORE**

#### **ISSUED BY:**

**Phillips Community College of the University of Arkansas  
P.O. Box 785  
Helena, AR 72342**



**PROPOSAL SUBMISSION DEADLINE DATE & TIME:**  
**DATE: Wednesday - November 4, 2020**  
**TIME: 2:00 PM, CST**

**PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.**

**Phillips Community College of the University of Arkansas**  
**REQUEST FOR PROPOSALS**  
**RFP#: 2021-03**

Submit response:

Phillips Community College of the University of Arkansas  
ATTN: Gail Corroero  
Purchasing Department  
P.O. Box 785  
Helena, AR 72342  
Phone (870) 338-6474

NOTE: This is a sealed request for qualifications and may NOT be faxed or e-mailed. Follow instructions contained within this document for proper instructions and return response.

**Due date for responses to be received:**  
**Wednesday - November 4, 2020 at 2:00 pm CST**

Company Name: \_\_\_\_\_

Name (Type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Business Designation (Check one): \_\_\_\_\_ Individual \_\_\_\_\_ Sole Proprietor  
\_\_\_\_\_ Partnership \_\_\_\_\_ Public Service  
\_\_\_\_\_ Corporation \_\_\_\_\_ Government/  
Non-Profit

**BID ENVELOPE MUST BE: 1) SEALED; 2) PROPERLY MARKED WITH BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS; AND 3) RECEIVED BY PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS BEFORE THE BID OPENING TIME AND DATE IN ORDER TO BE ACCEPTED.**

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# **Request for Proposal**

## **Operations and Management of the College Bookstore**

### **1.0 General Information**

#### **1.01 Introduction**

Phillips Community College of the University of Arkansas (PCCUA) hereinafter referred to as the College will consider proposals for contracting the operation and management of the PCCUA Bookstore, hereinafter referred to as the Bookstore. It is the College's intent to select the proposal which appears to be the most favorable in all respects, including overall cost, scope, and availability of services offered with a demonstrated commitment to a quality bookstore operation. The College invites Bookstore management companies, hereinafter referred to as the Contractor to submit responses to this Request for Proposal (RFP) for the operation and management of the PCCUA Bookstore in accordance with this RFP.

The Contractor shall have the exclusive right to operate the Bookstore facility as an independent business venture, maintained for the students, faculty and staff, 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**

Phillips Community College of the University of Arkansas is a two-year public community college located in Eastern Arkansas. The College is part of the University of Arkansas System. The College had a Fall 2020 headcount enrollment of 1,093 students. The College makes no assertions or guarantees concerning future enrollments. The College has three campuses located within Phillips and Arkansas counties with physical addresses in DeWitt, Helena-West Helena, and Stuttgart, Arkansas. All locations shall be served by the Contractor selected.

#### **1.03 Purpose of Request for Proposal**

The purpose of this RFP is to receive proposals for contracting the operations of the Phillips Community College of the University of Arkansas bookstores located within Phillips and Arkansas counties. We encourage bidders to be innovative in their proposals and will welcome ideas which the College may feel would lead to a more successful Bookstore operation even though the specific condition may not be addressed in these proposal requirements.

The College's objectives for the Bookstore management and operation are listed below. It is expected that the Contractor shall adopt the following objectives for the effective management and operation of the Bookstore:

1. To provide the College community with a full range of merchandise and services expected from a quality academic bookstore.
2. To provide students with multiple options for obtaining required materials including rental or purchase that are the most competitive and cost effective to meet the student's needs.
3. To have sufficient quantities/editions 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.
4. To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the College.
5. To offer a significant selection of 'soft goods' such as Collegiate logo apparel, office supplies, incidental household/ personal care items, memorabilia, and other miscellaneous items.
6. To provide timely response to customers requiring special order literature and other such materials.
7. To provide textbooks and other quality merchandise to the College community under pricing policies that are both fair and competitive for like or similar quality when compared to other college and/or university bookstores and with retail establishments in the surrounding area.
8. To keep apprised to new merchandise interest of the College community.
9. To minimize out-of-stock situations on textbooks.
10. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the Bookstore needs of the patrons with various disabilities. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore.
12. To provide employment opportunities for students.
13. To become involved in the academic, cultural and social environment of the College, taking advantage of opportunities to offer special merchandising and other assistance based upon the College's ongoing and unique activities.
14. To provide the option of online purchasing of textbooks and other merchandise.

#### 1.04 Listing of Dates

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

#### 1.05 Historical Information

The College's fall semester begins usually in mid to late August of each year. The Bookstore is currently operated by BBA Solutions/Textbook Brokers and reports to the Vice Chancellor for Finance and Administration for contractual obligations and to the Vice Chancellor for Student Affairs for daily operations. The Bookstore for the Helena-West Helena Campus contains approximately 1600 square feet of retail space and 750 square feet of storage and office space,

while the DeWitt and Stuttgart Campuses contain 300 and 378 square feet of retail space respectively. Current hours of operation are 8:00 AM to 4:30 PM Monday – Thursday and 8:00 AM to 12:00 PM on Friday with additional hours added to each day during the first 2 weeks of the startup of each semester and during the week of finals. Hours may be adjusted seasonally, as in during the summer months. Additional information on the current bookstore operations can be obtained on the PCCUA web page at [www.pccua.edu](http://www.pccua.edu).

#### 1.06 Independent Contractor

The relationship of the Contractor to the College shall be that of an independent contractor, any order 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.

#### 1.07 Competitive Services

The College provides a full service food service operation in the building where the Bookstore is located on the Helena-West Helena Campus. It is the intent of PCCUA that the Bookstore operations may complement but not compete with the food and drink products sold by the College food service operation.

### 2.0 Proposal Request

#### 2.01 Issuing Office

This RFP is issued by the Office of the Vice Chancellor for Finance and Administration of Phillips Community College of the University of Arkansas. This issuing office is the main point of contact between Contractors and the College for the selection process:

Stan Sullivan, Vice Chancellor for Finance and Administration  
Phillips Community College of the University of Arkansas  
1000 Campus Drive  
PO Box 785  
Helena, AR 72342  
Phone: 870-816-1274  
Email: [ssullivan@pccua.edu](mailto:ssullivan@pccua.edu)

#### **Operational Contact:**

Dr. Kimberley Johnson, Vice Chancellor for Student Services  
870-816-1235  
Email: [kjohnson@pccua.edu](mailto:kjohnson@pccua.edu)

## 2.02 RFP Distribution

The printed RFP will be made available to any vendor who wishes to submit a proposal to the College. The RFP will also be available electronically via email to all prospective contractors if requested. If there is a conflict between the printed document and the electronic version, the printed document shall govern.

## 2.03 Pre-proposal Meeting

A pre-proposal meeting of prospective contractors will not be held. However, every contractor who intends to submit a proposal in response to this RFP must notify the College of their intent to submit a proposal and is expected to visit the campuses and become familiar with the current Bookstore operations and space allotted for the purpose of operating and management of the Bookstore.

## 2.04 Clarification of the RFP

All questions concerning this RFP should be in written form, reference the proposal number 'RFP 2021-03' in the subject line, and directed to the PCCUA Procurement Office to:

Gail Correro, Purchasing Agent  
Phillips Community College of the University of Arkansas  
Easley Administration Building  
PO Box 786  
1000 Campus Drive  
Helena, AR 72342

Fax: 870-338-7542

Email: [gcorrero@pccua.edu](mailto:gcorrero@pccua.edu)

Written questions must be received by the College no later than **October 14, 2020**.

Written answers to all questions received by October 14, 2020 will be provided to prospective contractors and will become a part of the RFP as Appendix 'H.' 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 Awarding the Contract

The College will provide written (electronic) notification of the College's intent to award the contract to all qualified bidders who responded to and met the RFP deadline.



## 2.06 Costs 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 the Contractors for expenses related to visiting the campuses or providing on-campus presentations related to the proposal if requested by the College.

## 3.0 Proposal Submission

### 3.01 Submission of Proposals

Sealed proposals will be received until 2:00 pm CST on November 4, 2020, at the following address:

Gail Correro, Purchasing Agent  
Phillips Community College of the University of Arkansas  
Easley Administration Building  
PO Box 785  
1000 Campus Drive  
Helena, AR 72342

All proposals shall be clearly marked with the "RFP 2021-03" number, opening date, and time on exterior of sealed proposal envelope(s).

Contractors must submit (1) original (marked 'ORIGINAL') and one (1) copy 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, two (2) copies must be submitted. Additional digital copy is also acceptable.

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

Late responses, responses in route, those left at locations other than the Office of Procurement will not be considered if they are not in the Office of Procurement by or before the time indicated on the front of this RFP document as Proposal Opening Date and Time. Telephone and/or FAX responses to this RFP will not be accepted.

Proposal openings will be conducted open to the public (subject to current COVID-19 guidance). However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

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 Minority Business Policy

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in the state purchasing process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any state contract to minority business enterprises.

### 3.03 Reservation

This RFP does not commit the College to award a contract. Phillips Community College of the University of Arkansas reserves the right to reject any or any part of, and all proposals received as a result of the request for proposal. Failure to furnish all information requested herein this RFP document may disqualify a respondent. If the respondent takes exceptions to the request for proposal, which are not acceptable to the College, the proposal may be rejected.

### 3.04 Contracting Condition

The successful respondent and any entity or person directly or indirectly controlled by, under common control with, or controlling the respondent will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee or other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

### 3.05 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 concurrence or acknowledgement. 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.

### 3.06 Content of Proposal

- a. Contractors should include as part of their proposal 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 8.06 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.

### 3.07 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. In addition, the authorized representative of the Contractor must complete and sign the attached 'Official Signature Document Response Form' included as Appendix 'G.'

### 3.08 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.

### 3.09 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.

### 3.10 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.

### 3.11 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.

### 3.12 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.

### 3.13 History and Operating Philosophy

Discuss the Contractor's history and operating philosophy.

### 3.14 Public Opening of Proposals

A public opening of all proposals (subject to current COVID-19 guidance) will be held on: November 4, 2020 at 2:00 pm at:

Hickey – Morris Board Room  
Easley Administration Building  
Phillips Community College of the University of Arkansas  
1000 Campus Drive  
Helena, AR 72342

Any confidential, proprietary, copyrighted or financial material submitted by respondents must be clearly marked as such and submitted under separate cover.

All submittals will be available for review to the extent permissible, pursuant to the Arkansas Freedom of Information Act 25-19-10-1 Et Seq.

## **4.00 General Provisions**

### **4.01 Contractor's Obligation to Indemnify, Hold Harmless and Defend**

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor's members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the PCCUA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the PCCUA campus (whether such activity is authorized or unauthorized by PCCUA); (c) any use of or damage to PCCUA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees; and (e) any violation by Contractor of any applicable regulations or state, federal or local laws.

The obligation to indemnify PCCUA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys' fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

### **4.02 Equal Employment Opportunity/Non-Discrimination**

- a. Act 215 (SB#1123) of 2005 of the Arkansas Legislature requires for contracts over \$25,000 the successful contractor will be required to furnish to PCCUA a copy of their company's 'Equal Opportunity Policy.'
- b. Contractor will not discriminate against any employee or applicant and will make a diligent and continuing effort to insure that all persons are afforded equal employment opportunities without regard to age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation. Retaliation against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful practice is prohibited.

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.

- c. Contractor will state, in all solicitations or advertisements for employees, that all qualified applications will be afforded equal employment opportunities without discrimination.
- d. Contractor shall state its non-discrimination and/or affirmative action policy within the RFP presented.

#### 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 Phillips Community College of the University of Arkansas, and the Board of Trustees of the University of Arkansas as additional insured. The insurance company provider must have an A.M. Best rating of A+ VIII.

#### 4.04 Performance Bond

The 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 \$150,000. 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.

#### 4.05 Proposal Evaluation

Phillips Community College of the University of Arkansas will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal submitted which is 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, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items, and that 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 proposal received.

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to the College. This presentation will provide the opportunity for the vendor to clarify or elaborate on the proposal, but will not in any way allow any change in the vendor's original proposal. The Vice Chancellor for Finance and Administration will schedule the time and location of these presentations, if required.

#### 4.06 Compliance with Laws and Regulations

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.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by PCCUA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including all buildings, grounds, and facilities owned or operated by PCCUA, including all vehicles on PCCUA property.

Any third-party service provider utilized by the Contractor that engages in electronic commerce on behalf of the PCCUA or other services contemplated under this RFP or any resulting Contract

with PCCUA, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. PCCUA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third-party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor shall comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third-party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with PCCUA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to PCCUA’s system in connection with any financial transaction under the Contract, and shall not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using PCCUA’s systems. The Contactor shall provide their Attestation of PCI Compliance and network scans to PCCUA on an annual basis. The Contactor shall give immediate notice to PCCUA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor shall indemnify PCCUA for any third-party claim brought against PCCUA arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity shall survive the termination of this RFP and any resulting Contract between Contractor and PCCUA.

#### 4.07 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. The 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.

#### 4.08 Inventory Purchase

If, based on this RFP a new Contractor is selected, the new Contractor agrees to purchase all saleable merchandise, credits, and operating supplies in the Bookstore as of the identified day of transition, if so desired by the current Contractor. Full payment for all inventories is to be made by the Contractor at a date mutually agreed upon by the Contractors.



#### 4.09 Payment Provisions

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

Phillips Community College of the University of Arkansas  
Business Office  
PO Box 785  
Helena, AR 72342

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 Scope of Operations

##### 5.01 Purpose of Scope

The Contractor shall have the exclusive rights to market and operate, as an independent contractor, the PCCUA Bookstore on the campuses of Phillips Community College of the University of Arkansas located in Phillips and Arkansas counties.

The Contractor shall provide at his/her own expense, all required supplies, materials and equipment not provided by the College. The Contractor shall be responsible for all costs of marketing and operations of said facilities, including but not limited to, maintaining adequate staffing, inventory, supplies and maintenance not provided by the College.

Existing interior space and all utilities will be provided by the College. Contractor must agree to conserve utilities and treat all facilities and equipment with prudent care. The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the College. The Contractor shall adhere to the highest standard of professionalism, cleanliness and general operations. Failure to meet this requirement at any time during the term of the contract shall be considered a material breach.

The College shall have the right to appraise and evaluate the services, amenities, facility and the entire Bookstore operation at any time throughout the contract.

Any default of contractual obligations shall be presented to the Contractor in writing so as to convey the results of the evaluation in a manner that allows the Contractor to resolve any resulting issues within a reasonable time frame as agreed.

## 5.02 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 appropriate College personnel to include this information in the Student Handbook.

## 5.03 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.

## 5.04 Textbook Acquisition

Describe 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.

Outline the time frame that will be followed to obtain textbooks. Identify institutional data that may be required of the College for ordering textbooks.

## 5.05 Instructional and School Supplies

Describe 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.

## 5.06 Buy-back of Used Textbooks

The College desires to offer the greatest opportunity 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.

Outside the policy and procedures, including those affecting repurchase price, for determining the buy-back 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.

#### 5.07 Textbook Rental/Per-Credit-Hour Rental

Discuss Contractor's policy for rental of textbooks and how that policy is implemented and maintained.

The Contractor should also include provisions to provide for the College's current textbook rental program which provides textbook rentals based on a flat fee per credit hour. Details of this program may be provided upon request.

#### 5.08 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.

#### 5.09 Refund and Return Policy

State the policy on returning items, particularly describing time limitations 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.

#### 5.10 Personal Check, Credit Card and Student Charges 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.

5.11 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.

5.12 Discount Policy

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

5.13 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. Any merchandise displaying the official logo of the college should be in compliance with the approved graphics standard manual provided by the College.

5.14 Student Involvement

Discuss what methods you would use to draw student interest in the Bookstore and how you would address student concerns and let students know that the Contractor is concerned with student satisfaction.

5.15 Caps and Gowns

Describe the cap and gown services that will be provided by the Contractor.

5.16 Charges by Students

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

5.17 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.

5.18 Computerization

The Contractor is to describe automation plans for the efficient and effective management of the Bookstore. All systems are to be fully compatible with the College's computer system. The Contractor is to provide a brief description of what can, or will, be tied to the Contractor's

central computer system and, if so, when it may be installed, and what functions this networking will provide. The Contractor is to indicate what type of backup system or procedures are to be provided. The Contractor should also describe how this system will interact with the Financial Aid package currently being used at the College and the purchase of textbooks and materials by students using their financial aid benefits. The current financial aid software used at PCCUA is Ellucian Colleague UI (implementation of Workday beginning July 2021). This function may require a substantial investment by the Contractor for hardware and/or software.

#### 5.19 Scholarships/Service Awards

Discuss the program and/or process for providing for annual bookstore funded scholarships and employee service awards.

### 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

The Contractor shall be responsible for the hiring an adequate number of competent and well trained personnel to operate the Bookstore. The individuals employed by the Contractor must at all times 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, staff and community members. The employees who operate the Bookstores on a daily basis must have adequate authority to manage situations which might arise during the day.

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.

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

Students may be hired by the Contractor but are not to be paid less than the minimum wage mandated by federal regulations.

Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law.

Individuals employed by the Contractor 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 of the Contract, or other remedy available to the College under law or equity.

Phillips Community College of the University of Arkansas is committed to Equal Opportunity. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant because of age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation. Retaliation against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful practice is prohibited.

#### **6.03 Qualifications of Staff**

The Proposal should detail how the respondent has and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels.

The proposal must detail the number and qualifications of personnel required to perform the work requested. The proposal must include resumes and/or job descriptions specifying the qualifications and duties of the management personnel.

### **7.0 Physical Structure**

#### **7.01 Maintenance**

The 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. The 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. The Contractor is expected to use appropriate energy conservation measures in all Bookstore operations.

#### 7.06 Improvements to Facilities

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 and other University of Arkansas officials 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 the 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 Campuses and examine the existing Bookstores prior to submitting a proposal to the College.

7.10 Protection of College against Cost or Claim

The 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 the Contractor pursuant to any construction on the Bookstore, or materials or labor supplied to or at the request of the Contractor. The 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. The Contractor may in good faith and at the Contractor's own expense contest the validity of such asserted lien, claim or demand, in which event the Contractor shall bond around such lien or claim.

In no event shall the 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 General Requirements and Information

The Contractor shall be responsible for the full operation, maintenance and appearance of the interior of the Bookstore, including decorating and custodial services. No physical changes will be made without the consultation and written approval of the Vice Chancellor for Finance and Administration. The Contractor will be required to totally furnish applicable fixtures and equipment for the Bookstore.

The Contractor agrees to provide Bookstore services as described in the Proposal and guarantee an annual royalty payment for the exclusive right to offer Bookstore service on the Phillips Community College campuses. **If a guaranteed “base of gross sales” is used to determine the royalty payment to the College, then the respondent must address the issue of: if gross sales exceed the guaranteed base used for the annual payment, what will be used as the basis for determination of additional consideration to be paid to the College.**

The Contractor agrees to make these payments to Phillips Community College of the University of Arkansas on a quarterly basis.

The Contractor shall not increase the pricing structure of the originally agreed upon category of items without the written approval of the Vice Chancellor for Finance and Administration.

The Contractor agrees to supply Phillips Community College of the University of Arkansas with complete and true records of sales to include period and dates covered. **Address how this will be accomplished.**

The Contractor shall assume all Bookstore operating cost including, but not limited to, inventory, labor (including management and supervisory), fringe benefits, payroll taxes, sales taxes, insurance, licenses, permits, equipment repairs, replacement, in-store security and in-store custodial services.

Without additional expense to the College, **the Contractor shall be responsible for, and pay all, applicable federal, state, and local taxes** and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits, licenses, etc., unless otherwise specified.

The Contractor shall submit, upon request, unaudited financial statement for the Bookstore operations of the PCCUA campuses which is to include a profit and loss statement to the Vice Chancellor for Finance and Administration.

The Contractor shall confer with Phillips Community College of the University of Arkansas in the establishment of store hours in order to adequately service day and evening services. **List Contractor’s suggested hours of operation.**

As the College attempts to keep the costs of providing and attaining a basic education as low as possible for those we serve, the Contractor shall indicate their pricing policy as requested below:

1. All new textbooks, paperback books and trade books shall be sold at a price of:  
\_\_\_\_\_
2. Used textbooks in saleable condition shall be sold at a price of: \_\_\_\_\_  
\_\_\_\_\_
3. All other merchandise shall be marked up to reflect a usual gross profit margin of:  
\_\_\_\_\_
4. Any net priced merchandise (invoiced at a net cost) may be priced to reflect the usual Industry gross margin of: \_\_\_\_\_

Phillips Community College of the University of Arkansas may request and shall receive from the Contractor appropriate documentation that the aforementioned pricing policies are being practiced.

The contractor shall post conspicuously and without equivocation store policies concerning refund, buy-back, exchanges, check cashing and special orders. The Contractor shall prepare, distribute, and otherwise make available to every student, a handout brochure or leaflet outlining these policies.

The Contractor shall purchase used textbooks based upon a schedule that is timely, practical, and convenient both to the Bookstore and its customers.

The Contractor shall make every effort to secure and have available used texts. It should be clearly posted in the Bookstore what procedures are to be followed in the purchase and sale of used texts to the Bookstore. Estimate and provide the percentage of used textbooks which will be available to students. **Address your company's used book policy and objective for used books to new books ratio.**

The Contractor shall state whether operation of university and college bookstores is their primary business.

If Contractors are owned by another company, please state name and address of the parent company.

Parking on College property, by Contractor's employees, shall be governed by the same regulations and fees as applicable to College employees. The Contractor will also be

responsible for the payment of any and all unpaid fines levied for parking violations of his/her employees. Contractor employees will be required to secure a faculty/staff parking permit that will be used on the Campuses. Currently the College does not charge a fee for parking permits.

The College will consider some minor renovations to the Bookstore area that would be at the expenses of the Contractor. Bidders are encouraged to make suggestions for interior design changes for the Campus Bookstores. Suggestions should brief illustrations, descriptions of renovations, breakdown of estimated costs for each item by area, and suggested schedule of when the work should be started and completed. Any proposed renovation specifications and plans will be subject to the College's Vice Chancellor for Finance and Administration.

The Proposal is to describe automation plans (e.g., Point of Sale system) for the efficient and effective management of the PCCUA Bookstores. All systems are to be fully compatible with the College's computerized data management system. Proposal is to indicate if this automated system can, or will, be tied to the Contractors central computer system and, if so, when it may be installed, and what functions this networking will provide. Proposal is to indicate the type of backup system or procedures are to be utilized in the case that the system is temporarily inoperative.

Proposal is also to describe how this system will interact with the Financial Aid package currently being used at PCCUA and the purchase of textbooks and materials by students using their financial aid benefits to pay for those items. The Financial Aid software used at PCCUA is Colleague by Ellucian (formerly Datatel).

Any issues that may arise between the Contractor and the Vice Chancellor for Student Services and the Vice Chancellor for Finance and Administration will be resolved to mutual satisfaction. In the event that such a solution is not attainable, the final determination will rest with the Vice Chancellor for Finance and Administration.

#### 8.02 Experience

The proposal must detail the respondent's familiarity with and proven experience with this type of contract and demonstrated ability to serve the College's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

#### 8.03 Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include time frames for deliverables, and each activity and requirement outlined in the proposal.

**Specifically address your suggestion(s) on the transition to minimize disruption. How do you suggest the transition be accomplished to assure delivery of textbooks in a timely manner for the Spring semester of 2021, if possible?**

8.04 Cost Analysis

The proposal must provide cost analysis information as required to support the reasonableness of the proposal.

8.05 Services to be Provided

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the College. All procedures developed and products provided under the contract shall be subject to final approval by the College. All records and data pertaining to the Contract will remain the property of the College. The Contractor will conduct meetings with the College staff in Helena, DeWitt and Stuttgart, Arkansas, as required to assure a successful partnership.

8.06 Guidelines

Respondents should note the following regarding the State's contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent's bid:

A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law, PCCUA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys' fees, or other costs or expenses of any party.
5. Conduct litigation in a place other than the State of Arkansas.
6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with PCCUA should:

1. Remove any language from its contract which grants to it any remedies other than:
  - The right to possession.
  - The right to accrued payment.
  - The right to expenses of de-installation.

2. Include in its Contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
3. Include in its Contract that PCCUA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against PCCUA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.
4. Include in its Contract all other terms and conditions stated in this RFP.
5. Acknowledge in its Contract that contracts become effective when awarded by the PCCUA Purchasing Official.

#### 8.07 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 three (3) years with the option to renegotiate and extend the contract for an additional twelve (12) month period up to four (4) 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.

#### 8.08 Termination

The contract may be terminated by either party by giving a ninety (90) 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.

#### 8.09 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.

#### 8.10 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.

#### 8.11 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.

#### 8.12 Required Disclosures

Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. 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.

The requested information is to be submitted on a Contract and Grant Disclosure and Certification Form. Appendix 'D' contains a two (2) page Contract and Grant Disclosure and Certification Form. The Form must be completed and approved prior to the awarding of any contract. If subcontractors are proposed and approved by the College, the same forms must be completed and approved for all subcontractors.

Act 157 of 2007 for those contracts over \$25,000 states that no state agency may enter into or renew a public contract for services with a contractor who knows that the contractor or any of his subcontractors employ or contracts with an Illegal Immigrant to perform work under the contract. Certification is required on the website of the Arkansas Office of State Procurement by Contractor prior to award of contract. Appendix 'E' contains an Illegal Immigrant Certification Form. The Form must be completed and approved prior to the awarding of any contract.

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. Appendix 'F' contains the certification form.

#### 8.13 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.

#### 8.14 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 college bookstore located on a college campus. The Contractor acknowledges that the use of performance-based standards on any resultant Contract are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract. Contractor shall warrant that the equipment placed on the campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor acknowledges that all products and services provided to PCCUA and our customers on the campus are to be of high quality and rendered in a timely and professional manner. Contractor represents and warrants that it shall provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause the College financial or reputational harm or damages or require it to acquire replacement services on short notice. Therefore, any failure to provide the agreed upon products or services to the College or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and the College subject to termination.

#### 8.15 Pricing after the Initial Contract

Pricing may be negotiated, except for the initial three-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 prices changes.

### 9.0 Section 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 included, 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, the Contractor performance record, response to this

RFP, and service related performance capabilities will be reviewed.

To aid the College in evaluating proposals, the following criteria will be scored for each proposal received. **This score will not determine the College's final decision, but will serve as a guide when considered with all other factors reviewed.**

| Criteria   | Weight      |
|--|-------------|
| Vendor's overall proposal content.   | 10%         |
| Vendor's experience and performance in providing services of similar nature and scope, within an educational environment comparable to our institution.  | 20%         |
| Recommendations and/or references from third parties indicating the vendor's past performance.   | 10%         |
| Vendor's proposal for operations and services to be provided, including pricing options/priorities to meet student's needs and ability to provide per credit hour textbook rental program or similar | 35%         |
| Vendor's pricing proposal.   | 25%         |
|  |             |
| <b>Total</b>   | <b>100%</b> |

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.



## 10.0 RFP Response Checklist

Bidders are cautioned to exercise care in the preparation and submission of their proposals. The following items are particularly notated for response:

- ☐ A tour of the facilities is not required but highly recommended.
- ☐ Sealed competitive proposals are due at the Procurement Office no later than the date and time specified for receipt of proposals.
- ☐ Any amendments to the RFP issued by the College must be acknowledged by returning the addendum (s) with proposal.
- ☐ Clearly mark any proprietary materials (may not include net cost information).
- ☐ Clearly identify Base Proposal and any voluntary alternates or options.
- ☐ Identify official representatives, sign and date proposal (clearly identify proposal and opening date/time on exterior of sealed proposal envelope(s)).
- ☐ Discuss commitment of education and research.
- ☐ Provide references.
- ☐ Provide list of terminated contracts in the last three years and the reasons why terminated.
- ☐ Provide statement of non-competition.
- ☐ Provide audited financial statement and D&B rating.
- ☐ Provide a Transition Plan.
- ☐ Clearly state proposed operating policies.
- ☐ Provide automation plans.
- ☐ Indicate administrative organization and support structure.
- ☐ Describe proposed used book program.
- ☐ Describe textbook rental program.
- ☐ Discuss refund and return policy.
- ☐ State policy regarding theft and shoplifting.
- ☐ Discuss discount policy.
- ☐ Describe cap and gown program.
- ☐ Discuss planned methods to garner student involvement.
- ☐ Provide an estimated pro-forma operating statement for the first year of operation.
- ☐ Provide financial proposal which should encompass an income guarantee and a commission payment on gross sales.

## APPENDICES

Appendix A – Listing of Dates

Appendix B – Non-Collusive Certificate

Appendix C - Equal Employment Opportunity Policy Certification

Appendix C – Contract Grant Disclosure and Certification Form F-1 and F-2 - (2 pages)

Appendix E – Illegal Immigrant Certification Form

Appendix F – Restriction of Boycott of Israel Certification

Appendix G – Official Signature Document Response Form

Appendix H – Written response by College to Contractors for Requests for Clarification of  
Proposal Specifications received after the RFP was let for consideration

## Appendix A

### LISTING OF DATES

| <u>Action</u>                              | <u>Dates</u>   |
|--|--|
| Release of RFP                             | September 25, 2020   |
| Last Day to Submit Written Questions       | October 14, 2020   |
| Submission Deadline (RFP Opening)          | November 4, 2020 - 2:00 pm                                 |
| RFP Intent to Award Notice                 | Within 120 days of Submission Deadline                     |
| Deliver Performance Bond<br>to the College | Within ten (10) working days of the<br>of the award notice |
| Inventory Taken                            | Prior to transition date                                   |
| Transition/Beginning Date of Contract      | To be determined   |
| Payment for Inventory                      | To be agreed upon by the Contractors                       |

## APPENDIX B

### NON-COLLUSIVE CERTIFICATE

By submission of this document, each person signing certifies, and in the case of a joint submittal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of this request has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service, or cost with any other Vendor(s) or with any competitor;
2. No attempt has been made or will be made by Vendor to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and:
3. No employee, agent or consultant of Phillips Community College of the University of Arkansas has received or will receive any payment of any other form of compensation from Vendor as a result of award or an agreement or promise of award to Vendor.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX C

### PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS Purchasing Office

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating that the bidder does not have an EEO Policy will be considered that bidder's response and will comply with the requirement of Act 2157.

Submitting your EEO Policy is a one-time requirement. The PCCUA Purchasing Office will maintain a file of the EEO Policies or written responses received.

**This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.**

If you have any questions, please call the Purchasing Office at 870-338-6474, ext. 1232.

Thank you.  
PCCUA Purchasing

\*\*\*\*\*

#### *TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE*

\_\_\_\_\_ EEO Policy attached

\_\_\_\_\_ EEO Policy previously submitted to PCCUA Purchasing Department

\_\_\_\_\_ EEO Policy is not available

\_\_\_\_\_  
Name of Company or Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

### 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.

|                               |  |                          |  |   |  |                            |  |
|-------------------------------|--|--------------------------|--|---|--|----------------------------|--|
| <b>SOCIAL SECURITY NUMBER</b> |  | <b>FEDERAL ID NUMBER</b> |  | <b>SUBCONTRACTOR:</b>   |  | <b>SUBCONTRACTOR NAME:</b> |  |
| TAXPAYER ID #: --- --- OR --- |  |                          |  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |                            |  |
| TAXPAYER ID NAME:             |  |                          |  | IS THIS FOR:<br><input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both? |  |                            |  |
| 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:**

#### F o r I n d i v i d u a l s \*

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

☐ None of the above applies

#### F o r a n E n t i t y ( B u s i n e s s ) \*

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<br>[Senator, representative, name of board/commission, data entry, etc.] | 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<br>MM/YY | To<br>MM/YY | Person's Name(s)   | Ownership<br>Interest (%) | Position of<br>Control |
| 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. \_\_\_\_\_

### Agency use only

Agency \_\_\_\_\_ Agency \_\_\_\_\_ Agency \_\_\_\_\_ Contact \_\_\_\_\_ Contract  
Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_

## APPENDIX E

### Phillips Community College of the University of Arkansas Purchasing Office

#### Illegal Immigrant Certification Form

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/tss/immigrant/index.php/user/welcome>

Click: Submit Disclosure Form

(No password is needed)

#### **Print screen-shot of certification and attach to this form.**

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a Contractor who has not so certified.**

If you have any questions, please contact the Purchasing Office at 870-338-6474, ext. 1232. Thank you.

\*\*\*\*\*

*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:*

Please check the appropriate statement below:

\_\_\_\_\_ We have certified on-line that we do not employ or contract with any illegal immigrants.  
Date on-line certification completed: \_\_\_\_\_

\_\_\_\_\_ We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.

Reason for non-certification: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

(Printed or typed)

Date: \_\_\_\_\_



## APPENDIX F

### RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

|                                   |  |
|-----------------------------------|--|
| Bid Number/Contract Number        |  |
| Description of product or service |  |
| Contractor name                   |  |

Contractor Signature: \_\_\_\_\_

Signature must be hand written, in ink

Date: \_\_\_\_\_

## APPENDIX G

### OFFICIAL SIGNATURE DOCUMENT

#### RESPONSE FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned as a duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposer, to be bound by them.

---

Signature

---

Name & Title (Typed or Printed)

---

Company Name

---

Address

---

City, State & Zip

---

Phone Number

---

Fax Number

---

Employer Identification Number

## **APPENDIX H**

Written response by College to Contractors for Requests for Clarification of Proposal Specifications received after the RFP was let for consideration: